



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, March 24, 2026 at 6:00 PM

Wheatland Community Center
101 C Street, Wheatland, CA 95692

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. 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 - 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

[3.3](#) Consider Adoption of Resolution Authorizing the Fourth Amendment to the Employment Agreement with Bill Zenoni for City Manager Services

[3.4](#) Adoption of Ordinance Designating Fire Hazard Severity Zones within the City of Wheatland

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

6.2 2025 Police Department Annual Report

6.3 2025 Fire Authority Annual Report

6.4 South Yuba County Regional Wastewater Project Update

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.

Date: March 19, 2026 /s/ Josie Camacho, City Clerk



City Council Regular Meeting Minutes

February 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 – **6:00 p.m. - All Present.**

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

2. PUBLIC COMMENT – None.

3. CONSENT CALENDAR

3.1 Minutes - February 10, 2026

3.2 Consideration and Adoption of Resolution Canceling the Regular City Council Meeting of March 10, 2026 - **Res. 26-09**

3.3 Consideration and Adoption of Resolution Authorizing Return of a Donation for the Operation and Maintenance of a Community Swimming Pool in the City of Wheatland - **Res. 26-10**

3.4 City of Wheatland General Plan Annual Progress Report for 2025

3.5 City of Wheatland Housing Element Annual Progress Report for 2025

Motion to approve made by Councilmember J. Abe, Seconded by Councilmember Teter

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

Noes: None

Abstain: None

Absent: None

Motion passes 5-0-0-0

4. PUBLIC HEARING – Opened at 6:05 p.m.

4.1 Introduce and Waive First Reading of Ordinance Designating Fire Hazard Severity Zones within the City of Wheatland - **Ord. 506**

Closed at 6:09 p.m.

Motion to approve made by Councilmember B. Abe, Seconded by Councilmember J. Abe
Ayes: B. Abe, J. Abe, Teter, McIntosh, Coe
Noes: None
Abstain: None
Absent: None
Motion passes 5-0-0-0

5. PRESENTATIONS - None.

6. REGULAR CALENDAR

6.1 Yuba-Sutter Economic Development District 2025 CEDS Performance and Update Report, Appendix I Public Works Projects, 2026 Annual Update to CEDS 2025-2030 Document - **Res. 26-11**

Motion to approve made by Councilmember J. Abe, Seconded by Councilmember B. Abe
Ayes: J. Abe, B. Abe, McIntosh, Teter, Coe
Noes: None
Abstain: None
Absent: None
Motion passes 5-0-0-0

6.2 Fiscal Year 2025-26 Mid-Year Budget Report - **Presented.**

7. REPORTS

Recess 7:34 p.m.

8. CLOSED SESSION – 7:37 p.m.

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

Reconvened with no reportable action.

9. ADJOURN – 8:20 p.m.

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: February 25, 2026

/s/ Josie Camacho, City Clerk



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 24, 2026

SUBJECT: Consideration and Adoption of Resolution Authorizing Execution of Amendment No. 4 to the Employment Agreement with Susan Mahoney for Interim Finance Director Services

PREPARED BY: Bill Zenoni, City Manager

RECOMMENDATION:

Staff recommends that the Wheatland City Council consider adoption of a resolution authorizing execution of Amendment No. 4 to the employment agreement with Susan Mahoney to provide interim Finance Director services.

DISCUSSION:

The City Council, on July 9, 2024, authorized execution of an agreement with Susan Mahoney to provide interim Finance Director services due to the retirement of the previous Finance Director. That agreement had a termination date of January 31, 2025. On January 14, 2025, the City Council approved Amendment No.1 to the agreement with Susan Mahoney extending the term of the agreement to June 30, 2025. On June 10, 2025, the City Council approved Amendment No. 2 to the employment agreement with Susan Mahoney, extending the term of the agreement to December 31, 2025. On December 9, 2025, the City Council approved Amendment No. 3 to the employment agreement with Susan Mahoney, extending the term of the agreement to March 31, 2026. Staff has begun the recruitment process for a new Finance Director. However, as of this date, a viable candidate has not been selected.

Susan Mahoney served as the City’s Finance Director from June 2017 to March 2022 and has done an outstanding job in this position since returning in July 2024. Ms. Mahoney is familiar with the operations of the Finance Department, possesses the required qualifications for the position and has agreed to continue to fill this position for the next several months on a part-time basis while a permanent replacement is selected.

The proposed amendment to the employment agreement with Susan Mahoney will extend the term of Ms. Mahoney’s employment to June 30, 2026 as the recruitment process continues, and will provide Ms. Mahoney 15 hours of vacation leave during this period. No other changes to the approved employment agreement are proposed.

FISCAL IMPACT:

The Finance Director is a budgeted position. Funding is available in the Proposed Fiscal Year 2025-26 budget.

ATTACHMENTS:

- A. Resolution
- B. Amendment No. 4 to Agreement
- C. Employment Agreement

Attachment 'A'

RESOLUTION NO. 26-___

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
AUTHORIZING EXECUTION OF AMENDMENT NO. 4 TO THE EMPLOYMENT AGREEMENT
WITH SUSAN MAHONEY FOR INTERIM FINANCE DIRECTOR SERVICES**

WHEREAS, the City Council approved an Employment Agreement (“Agreement”) with Susan Mahoney for interim Finance Director Services on July 9, 2024; and

WHEREAS, the City Council approved Amendment No.1 to the Employment Agreement with Susan Mahoney on January 14, 2025, extending the term of the Agreement to June 30, 2025; and

WHEREAS, the City Council approved Amendment No. 2 to the Employment Agreement with Susan Mahoney on June 10, 2025, extending the term of the Agreement to December 31, 2025; and

WHEREAS, the City Council approved Amendment No. 3 to the Employment Agreement with Susan Mahoney on December 9, 2025, extending the term of the Agreement to March 31, 2026; and

WHEREAS, the City intends to continue to employ Susan Mahoney until a permanent employee is found and sufficiently trained to assume the position; and

WHEREAS, Susan Mahoney has done an outstanding job in her role as Interim Finance Director; and

WHEREAS, Susan Mahoney has agreed to continue her employment with the City of Wheatland until a permanent employee is selected; and

WHEREAS, the City Council wishes to approve Amendment No. 4 to the Employment Agreement with Susan Mahoney extending the termination date of the Agreement to June 30, 2026, and providing Susan Mahoney with 15 hours of vacation leave during this period.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED by the City Council of the City of Wheatland that:

- A. The foregoing recitals are true and correct.
- B. The City Council of the City of Wheatland hereby approves the attached Amendment No. 4 to the Employment Agreement with Susan Mahoney.

The foregoing resolution was adopted by the City Council of the City of Wheatland at a regular meeting held on the 24th day of March 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Robert Coe, Mayor

ATTEST:

Josie Camacho, City Clerk

**AMENDMENT NO. 4 TO EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF WHEATLAND AND SUSAN MAHONEY
FOR INTERIM FINANCE DIRECTOR SERVICES**

This Amendment No. 4 to the Employment Agreement (“Agreement”) between the City of Wheatland, a municipal corporation (“City”), and Susan Mahoney, an individual (“Part-Time Employee”), collectively the parties (the “Parties”), is made and entered into effective March 24, 2026 and is based on the Recitals and matters set forth herein.

RECITALS

- A. City entered into the Agreement with Part-Time Employee for her services as Interim Finance Director of the City, effective July 22, 2024.
- B. City approved Amendment No. 1 to the Agreement with Part-Time Employee on January 14, 2025, extending the term of the Agreement until June 30, 2025.
- C. City approved Amendment No. 2 to the Agreement with Part-Time Employee on June 10, 2025, extending the term of the Agreement until December 31, 2025.
- D. City approved Amendment No. 3 to the Agreement with Part-Time Employee on December 9, 2025, extending the term of the Agreement until March 31, 2026.
- E. City intends to temporarily employ Part-Time Employee until a permanent employee is selected to assume the position.
- F. City is in the process of recruiting and employing a permanent Finance Director.
- G. In consideration of the good and valuable services that Part-Time Employee has provided for City, the City wishes to extend Part-Time Employee’s employment.

In consideration of the recitals contained herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Section 2, Term. Section 2 of the Agreement is hereby amended as follows:

The Agreement shall be effective until June 30, 2026, unless sooner terminated as provided by the termination provisions stated within the Agreement.

2. Amendment to Section 5(c), Compensation. Section 5(c) of the Agreement is hereby amended to read as follows:

Part-Time Employee shall be credited with 15 hours of vacation leave to be utilized between April 1, 2026, and June 30, 2026. Employee shall not accrue additional vacation. Employee shall accrue sick leave only to the extent provided by California law.

Except as specifically modified by the terms of Amendment No.1, Amendment No.2, Amendment No. 3 or Amendment No. 4, the provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth above.

CITY OF WHEATLAND

SUSAN MAHONEY

Robert Coe, Mayor

Susan Mahoney

ATTEST:

Josie Camacho, City Clerk

**WHEATLAND CITY COUNCIL
RESOLUTION NO. 33-24**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT WITH
SUSAN MAHONEY FOR SERVICES AS WHEATLAND FINANCE DIRECTOR**

WHEREAS, a vacancy will soon exist for the position of City of Wheatland Finance Director; and

WHEREAS, Susan Mahoney previously held the position of Wheatland Finance Director from June 2017 to March 2022 and meets the qualifications for the position; and

WHEREAS, Susan Mahoney has agreed to fill the position on an interim basis while City staff determines the best strategy for filling the Finance Director position on a permanent basis; and

WHEREAS, the City Council has evaluated the circumstances pertaining to the upcoming Finance Director vacancy and wishes to enter into an Employment Agreement with Susan Mahoney for her services as Finance Director.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED by the City Council of the City of Wheatland that:

- A. The foregoing recitals are true and correct.
- B. The City Council of the City of Wheatland hereby approves the attached Employment Agreement and directs the City Manager to execute the agreement.

PASSED AND ADOPTED by the City Council of City of Wheatland on this 9th day of July 2024, by the following vote:


AYES: Coe, West, McIntosh, Teter
NOES:
ABSTAIN:
ABSENT: Shelton

APPROVED:



Rick West, Mayor

ATTEST:



Lisa Thomason, City Clerk

**AGREEMENT BETWEEN THE CITY OF WHEATLAND
AND SUSAN MAHONEY FOR INTERIM FINANCE DIRECTOR SERVICES**

This Agreement (“Agreement”) is made effective as of July 22, 2024, by and between the City of Wheatland, a municipal corporation (“City”), and Susan Mahoney, an individual (“Part-Time Employee”), collectively, the “Parties”, who agree as follows:

WHEREAS, the City has a temporary need to employ a Finance Director until a permanent employee for the position is selected;

WHEREAS, it is the desire of the City to employ Part-Time Employee as Finance Director and Part-Time Employee is willing to accept such employment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the following mutual promises and the foregoing recitals, the parties agree as follows:

1. **Employment.** City hereby appoints and employs Part-Time Employee as Finance Director of the City, and Part-Time Employee hereby accepts such employment, on and subject to the terms and conditions of this Agreement.

2. **Term.** This Agreement shall become effective on July 22, 2024, and shall remain in effect until January 31, 2025, unless sooner terminated as provided by the termination provision below.

3. **Duties.** Part-Time Employee shall perform those duties and have those responsibilities that are commonly assigned to a finance director of a city in California, and as further set forth in the Wheatland Municipal Code. Part-Time Employee also shall perform such other duties and responsibilities assigned by the City Manager from time to time. Part-Time Employee shall at all times act in the best interests of City and perform her duties in a competent and professional manner.

4. **Hours.** Part-Time Employee acknowledges that her position is a part-time position. It is anticipated that Part-Time Employee shall work an average of 24 hours per week. The Parties acknowledge that Part-Time Employee’s hours may vary depending on City’s needs, but Part-Time Employee shall not work more than 40 hours in any workweek. Part-Time Employee shall maintain a schedule of hours actually worked and provide a monthly report of hours worked to the City Manager.

5. **Compensation.**

(a) For all services to be rendered by Part-Time Employee under this Agreement, City shall provide to Part-Time Employee a salary in the amount of \$88 per hour. The salary shall be paid at the times and in the same manner as other City employees are paid.

(b) Part-Time Employee shall not be entitled to any benefit paid to full-time employees, unless provided for in this Agreement or otherwise required by law. Part-Time Employee shall not be entitled to paid time off for holidays.

(c) Part-Time Employee shall not accrue vacation. Part-Time Employee shall accrue sick leave only to the extent provided by California law.

(d) Part-Time Employee shall not accrue medical, dental, or vision benefits, nor shall Employee be entitled to payments in lieu of medical benefits.

(e) Part-Time Employee shall not be entitled to receive any cost of living or similar increase granted by City to miscellaneous employees during the term of this Agreement.

(f) Part-Time Employee shall be allowed to participate in the 457 deferred compensation plan established by City under the same terms as City's regular employees are allowed to participate, but Part-Time Employee shall not be eligible for any "matching" contributions by City.

(g) Part-Time Employee's employment shall be governed by the City Personnel Rules and Regulations Manual (City Resolution No. 27-06), as such rules and regulations may be amended by City from time to time; provided, however, that the Manual's employee benefit provisions shall not apply to Part-Time Employee unless provided for in this Agreement. If any term or condition of this Agreement is in conflict with a term or condition in the Personnel Rules and Regulations Manual, the provision in this Agreement shall govern. If any term or condition of this Agreement is inconsistent or in conflict with a federal or state law, the law shall govern.

(h) City shall budget for travel and conference expenses, not to exceed \$1,500 per fiscal year, in order for Part-Time Employee to attend official meetings, conferences and occasions reasonably adequate for Part-Time Employee to pursue reasonably necessary official and other functions for City. Use of such allowance shall be at the discretion of Part-Time Employee. Notwithstanding the above, the number of conferences and meetings that City shall pay for Part-Time Employee to attend shall be at the discretion of the City Manager.

(i) City-related direct expenses shall be reimbursed to Part-Time Employee by City. Itemized documentation shall be required for any such reimbursement.

6. Ownership of Documents. Every document, report, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other writing or thing prepared by Part-Time Employee during the term of her employment (the "Work") shall be the property of City. City shall have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work and prepare derivative and additional documents or works based on the Work without further compensation to or permission from Part-Time Employee.

7. **Termination.** This Agreement may be terminated prior to its expiration date in any one of the following ways:

- (a) By mutual agreement of the parties, expressed in writing.
- (b) By Part-Time Employee, upon giving City not less than 60 days prior written notice of her election to resign from employment and terminate this Agreement.
- (c) By the death of Part-Time Employee.
- (d) By City, for cause, upon giving to Part-Time Employee written notice of immediate termination. The written notice of termination shall specify: (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement for cause, and (2) the opportunity of Part-Time Employee to meet with the City Council on the reasons for her termination. If Part-Time Employee requests a meeting, the meeting will be held at the City Council's earliest convenience in a closed session, unless Part-Time Employee requests an open session. After the meeting, the City Council may affirm, modify or reverse its discretion to terminate for cause. For purposes of this Agreement, the following will justify termination for cause: willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that makes it impossible or impracticable to perform the duties under this Agreement or that seriously impedes City operations; conduct that tends to bring discredit to City; conduct unbecoming an employee in public service; mishandling of City funds; any intentional misrepresentation or fraud in connection with the performance of her duties; theft of City property; violation of law; violation of the City's Personnel Rules and Regulations Manual; or a material breach of this Agreement.
- (e) By City, without cause, upon giving Part-Time Employee 30 days prior written notice of termination and payment of severance pay in an amount equal to Part-Time Employee's then-monthly salary multiplied by either: (1) one month; or (2) the portion of a month remaining on the current term of this Agreement as of the effective date of the termination, whichever is less.

Upon termination of the Agreement, the City and Part-Time Employee are released from any and all duties and obligations to the other, except as provided for in this Agreement.

8. **Entire Agreement.** The parties intend this writing to be the sole, final, complete, exclusive, and integrated expression and statement of the terms of their contract concerning the subject matter addressed in the Agreement. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

9. **Notices.** Any notice to be given to Part-Time Employee shall be sufficiently served if given to her personally or if deposited in the United States Mail, regular pre-paid mail, addressed to her at her most recent residence address as shown on the Agency payroll records. Any notice to be given to City shall be addressed to the City Council and delivered or mailed to the City Clerk at City Hall.

10. **Tax and Contributions.** Subject to the limitations in Section 5 of this Agreement, the City shall make applicable payroll deductions from Part Time Employee's monthly paychecks for all applicable state, federal employee/employer taxes and other obligations.

11. **Successors and Assigns.** This Agreement is personal to Part-Time Employee. She may not transfer or assign the Agreement or any part of it. Subject to this restriction on transfer and assignment, this Agreement shall bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

12. **Amendments.** This Agreement may be amended only by a subsequent writing approved and signed by both parties. Any amendment by City must be approved by the City Council at a noticed public meeting. Individual City Council members do not have the authority, express or implied, to amend, modify, waive, extend or in any way alter this Agreement or the terms and conditions of Part-Time Employee's employment.

13. **Waiver.** The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

14. **Construction and Interpretation.** The parties agree and acknowledge that this Agreement has been arrived at through negotiation and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

15. **Headings.** The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

16. **Cooperation.** Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents that may be required hereunder, in order to implement and effectuate this Agreement.

17. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

18. **Governing Law and Venue.** Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. The County of Yuba will be venue for any state court jurisdiction and the Eastern District of California will be

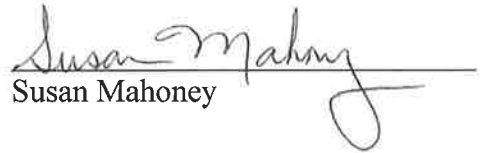
venue for any federal court litigation concerning the enforcement or construction of this Agreement.

19. Signatures and Authority. Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California’s Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

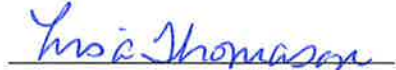
CITY OF WHEATLAND


Rick West, Mayor

SUSAN MAHONEY


Susan Mahoney

Attest:


Lisa Thomason, City Clerk



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 24, 2026

SUBJECT: Consider Adoption of Resolution Authorizing the Fourth Amendment to the Employment Agreement with Bill Zenoni for City Manager Services

PREPARED BY: Gavin Ralphs, Deputy City Attorney

RECOMMENDATION:

Staff recommends that the Wheatland City Council consider adoption of a resolution authorizing the Fourth Amendment to the employment agreement with Bill Zenoni for City Manager services.

DISCUSSION:

On June 13, 2023, the City Council authorized the execution of an Agreement with Bill Zenoni to provide City Manager services. The term of that agreement ran from June 26, 2023, to June 30, 2024. On July 9, 2024, the City Council ratified the First Amendment to the agreement with Mr. Zenoni, extending the term of the agreement to June 30, 2025. On June 10, 2025, the City Council authorized the Second Amendment to the agreement with Mr. Zenoni, extending the term of the agreement to December 31, 2025. On December 9, 2025, the City Council authorized the Third Amendment to the agreement with Mr. Zenoni, extending the term of the agreement to March 31, 2026.

Mr. Zenoni has provided good and valuable services to the City and has indicated his intent to retire. The proposed Fourth Amendment to the agreement with Mr. Zenoni will extend the term of Mr. Zenoni’s employment to May 31, 2026. This extension will provide the City with additional time to identify and come to an agreement with a new City Manager. No other changes to the approved employment agreement are proposed.

FISCAL IMPACT:

The City Manager is a budgeted position. Funding is available in the Proposed Fiscal Year 2025-26 Budget.

ATTACHMENTS:

- A. Resolution
- B. Fourth Amendment to Employment Agreement
- C. Employment Agreement

Attachment 'A'

RESOLUTION NO. 26-___

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
AUTHORIZING THE FOURTH AMENDMENT TO THE AGREEMENT WITH BILL ZENONI FOR CITY
MANAGER SERVICES**

WHEREAS, the City Council approved an Employment Agreement (“Agreement”) with Bill Zenoni for City Manager services on June 13, 2023; and

WHEREAS, the City Council ratified the First Amendment to the Agreement with Bill Zenoni on July 9, 2024, extending the term of the Agreement to June 30, 2025; and

WHEREAS, the City Council authorized the Second Amendment to the Agreement with Bill Zenoni on June 10, 2025, extending the term of the Agreement to December 31, 2025; and

WHEREAS, the City Council authorized the Third Amendment to the Agreement with Bill Zenoni on December 9, 2025, extending the term of the Agreement to March 31, 2026; and

WHEREAS, Bill Zenoni has done an outstanding job in his role as City Manager; and

WHEREAS, Bill Zenoni has indicated his intent to retire from his position as City Manager for the City of Wheatland; and

WHEREAS, the City Council wishes to authorize the Fourth Amendment to the Agreement with Bill Zenoni extending the termination date of the Agreement to May 31, 2026, to allow the City to identify a new City Manager.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED by the City Council of the City of Wheatland that:

- A. The foregoing recitals are true and correct.
- B. The City Council of the City of Wheatland hereby authorizes the attached Fourth Amendment to the Employment Agreement with Bill Zenoni.

The foregoing resolution was adopted by the City Council of the City of Wheatland at a regular meeting held on the 24th day of March 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Robert Coe, Mayor

ATTEST:

Josie Camacho, City Clerk

FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WHEATLAND AND BILL ZENONI FOR CITY MANAGER SERVICES

This Fourth Amendment to the Employment Agreement (“Agreement”) between the City of Wheatland, a municipal corporation (“City”), and Bill Zenoni, an individual (“Zenoni”), collectively the parties (the “Parties”), is made and entered into effective March 24, 2026, and is based on the Recitals and matters set forth herein.

RECITALS

- A. City entered into the Agreement with Zenoni for his services as City Manager of the City, effective June 26, 2023.
- B. City ratified the First Amendment to the Agreement with Zenoni on July 9, 2024, to extend the term of the Agreement to June 30, 2025.
- C. City authorized the Second Amendment to the Agreement with Zenoni on June 10, 2024, to extend the term of the agreement to December 31, 2025.
- D. City authorized the Third Amendment to the Agreement with Zenoni on December 9, 2025, to extend the term of the agreement to March 31, 2026.
- E. In consideration of the good and valuable services that Zenoni has provided for City, the City wishes to extend Zenoni’s employment.

In consideration of the recitals contained herein, the Parties agree to amend the Agreement as follows:

- 1. **Amendment to Section 2, Term.** Section 2 of the Agreement is hereby amended as follows: The Agreement shall be extended until May 31, 2026, unless sooner terminated as provided by the termination provisions stated within the Agreement.

Except as specifically modified by the terms of the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, the provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth above.

CITY OF WHEATLAND

BILL ZENONI

Robert Coe, Mayor

Bill Zenoni

Attest:

Josie Camacho, City Clerk

**AGREEMENT BETWEEN THE CITY OF WHEATLAND
AND BILL ZENONI FOR CITY MANAGER SERVICES**

This Agreement (“Agreement”) is made and entered into this 26th day of June, 2023, by and between the City of Wheatland, a municipal corporation (“City”) and Bill Zenoni, an individual (“Zenoni”), collectively, the “Parties”, who agree as follows:

1. **Employment.** City hereby appoints and employs Zenoni as City Manager of the City, and Zenoni hereby accepts such employment, on and subject to the terms and conditions of this Agreement.

2. **Term.** This Agreement shall remain in effect until June 30, 2024 unless sooner terminated as provided by the termination provision below. No later than May 31, 2024, the Parties shall confer and determine whether to extend this Agreement on mutually agreeable terms.

3. **Duties.** Zenoni shall perform those duties and have those responsibilities that are commonly assigned to a city manager of a city in California, and as may be further set forth in the Wheatland Municipal Code. Zenoni also shall perform such other duties and responsibilities as assigned by the City Council from time to time. Zenoni at all times shall act in the best interests of City and perform his duties in a competent and professional manner.

4. **Hours.** Zenoni acknowledges that his position is a part-time, exempt management position. It is anticipated that Zenoni shall work an average of four days per week, with a target of approximately 80% of the hours of an equivalent full-time position. Beginning October 1, 2023, it is agreed that Zenoni shall work an average of three days per week, with a target of approximately 60% of the hours of an equivalent full-time position. However, the Parties acknowledge that time may vary depending on City’s needs. Zenoni shall not engage in any conduct, other employment or business, commercial or professional pursuits, whether for compensation or otherwise, that would interfere with his responsibilities and duties to City or that would reflect unfavorably upon the interests of City.

5. **Compensation.**

(a) For all services to be rendered by Zenoni under this Agreement, City shall provide to Zenoni a salary in the amount of \$105 per hour. The salary shall be paid at the times and in the same manner as other City employees are paid.

(b) Zenoni shall not be compensated for overtime hours worked or otherwise earn or be entitled to compensatory time off for hours worked in excess of eight hours per day or 40 hours per week. Zenoni shall not be entitled to paid time off for holidays.

(c) Zenoni shall accrue vacation and sick leave at the same rate as the City's general employees, but the amount of vacation and sick leave earned by Zenoni will be pro-rated consistent with Zenoni's part-time schedule as set forth in Paragraph 4, Hours.

(d) Zenoni shall be allowed to participate in the City's dental and vision insurance coverage if he chooses. Upon enrolling in the City's dental and vision insurance coverage plan, Zenoni shall pay the necessary premiums for himself and any dependent(s).

(e) Zenoni shall be allowed to participate in the 457 deferred compensation plan established by City under the same terms as City's regular employees are allowed to participate, but Zenoni shall not be eligible for any "matching" contributions by City.

(f) Zenoni's employment shall be governed by the City Personnel Rules and Regulations Manual (City Resolution No. 27-06), as such rules and regulations may be amended by City from time to time; provided, however, that the Manual's employee benefit provisions shall not apply to Zenoni unless provided for in this Agreement. If any term or condition of this Agreement is in conflict with a term or condition in the Personnel Rules and Regulations Manual, the provision in this Agreement shall govern. If any term or condition of this Agreement is inconsistent or in conflict with a federal or state law, the law shall govern.

(g) Because Zenoni's duties require the use of an automobile, City shall reimburse Zenoni for mileage incurred while performing City business (exclusive of commuting mileage) at the current Internal Revenue Service mileage rates. Zenoni shall be required to obtain a rider on his personal automobile insurance naming City as an additional insured, and City shall reimburse Zenoni for any direct expenses related thereto.

(h) City-related direct expenses shall be reimbursed to Zenoni by City. Itemized documentation shall be required for any such reimbursement.

(i) City shall budget for travel and conference expenses and membership in professional organizations, such as ICMA and CCMF, in order for Zenoni to attend official meetings, conferences and occasions reasonably adequate for Zenoni to continue his professional development and to reasonably pursue necessary official and other functions for City. In adopting the budget, City has discretion to set what it deems an appropriate number for attendance at conferences and meetings and membership in professional organizations. Use of such budget shall be at Zenoni's discretion. Authorization for Zenoni to attend or participate in, at City's expense, any travel or conference not included in the annual budget shall be at the discretion of the City Council.

6. Ownership of Documents. Every document, report, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other writing or thing prepared by Zenoni during the term of his employment (the "Work") shall be the property of City. City shall have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work and prepare derivative and additional documents or works based on the Work without further compensation to or permission from Zenoni.

7. Termination. This Agreement may be terminated prior to its expiration date in any one of the following ways:

(a) By mutual agreement of the parties, expressed in writing.

(b) By Zenoni, upon giving City not less than 90 days prior written notice of his election to resign from employment and terminate this Agreement.

(c) By the death of Zenoni.

(d) By City, for cause, upon giving to Zenoni written notice of immediate termination. The written notice of termination shall specify: (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement for cause, and (2) the opportunity of Zenoni to meet with the City Council on the reasons for his termination. If Zenoni requests a meeting, the meeting will be held at the City Council's earliest convenience in a closed session, unless Zenoni requests an open session. After the meeting, the City Council may affirm, modify or reverse its discretion to terminate for cause. For purposes of this Agreement, the following will justify termination for cause: willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that makes it impossible or impracticable to perform the duties under this Agreement or that seriously impedes City operations; conduct that tends to bring discredit to City; conduct unbecoming an employee in public service; mishandling of City funds; any intentional misrepresentation or fraud in connection with the performance of his duties; theft of City property; violation of law; or a material breach of this Agreement.

(e) By City, without cause, upon giving Zenoni 30 days prior written notice of termination and payment of severance pay in an amount equal to Zenoni's then-monthly salary multiplied by either: (1) one month; or (2) the portion of a month remaining on the current term of this Agreement as of the effective date of the termination, whichever is less.

8. Entire Agreement. The parties intend this writing to be the sole, final, complete, exclusive, and integrated expression and statement of the terms of their contract concerning the subject matter addressed in the Agreement. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

9. Notices. Any notice to be given to Zenoni shall be sufficiently served if given to him personally or if deposited in the United States Mail, regular pre-paid mail, addressed to him at his most recent residence address as shown on the Agency payroll records. Any notice to be given to City shall be addressed to the City Council and delivered or mailed to the City Clerk at City Hall.

10. Successors and Assigns. This Agreement is personal to Zenoni. He may not transfer or assign the Agreement or any part of it. Subject to this restriction on transfer and assignment, this Agreement shall bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

11. Amendments. This Agreement may be amended only by a subsequent writing approved and signed by both parties. Any amendment by City must be approved by the City Council at a

noticed public meeting. Individual City Council members do not have the authority, express or implied, to amend, modify, waive, extend or in any way alter this Agreement or the terms and conditions of Zenoni's employment.

12. **Waiver.** The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

13. **Construction and Interpretation.** The parties agree and acknowledge that this Agreement has been arrived at through negotiation and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

14. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

15. **Governing Law and Venue.** Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. The County of Yuba will be venue for any state court jurisdiction and the Eastern District of California will be venue for any federal court litigation concerning the enforcement or construction of this Agreement.


CITY OF WHEATLAND

BILL ZENONI


Rick West, Mayor


Bill Zenoni

Attest:


Lisa Thomason, City Clerk



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 24, 2026

SUBJECT: Adoption of Ordinance Designating Fire Hazard Severity Zones within the City of Wheatland

PREPARED BY: Bill Zenoni, City Manager

RECOMMENDATION:

Staff recommends that the Wheatland City Council waive the second reading of and consider the adoption of an ordinance designating fire hazard severity zones within the City of Wheatland.

DISCUSSION:

California Government Code Section 51178 provides that the State Fire Marshall shall identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and on the severity of fire hazard that is expected to prevail in those areas. Moderate, high and very high fire severity zones are based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshall as a major cause of wildfire spread. California.

Government Code Section 51179 requires local agencies to designate, by ordinance, moderate, high, and very high fire hazard severity zones in their jurisdiction within 120 days of receiving recommendations from the State Fire Marshall. The City of Wheatland received the Local Responsibility Area Fire Hazard Zones Map from the California Department of Forestry and Fire Protection (CAL FIRE) on January 30, 2026 (see attachment). The map indicates that a portion of the undeveloped eastern area of the city is designated as a moderate severity fire hazard zone and a very small area in the far eastern section of the city has been designated as a high fire hazard severity zone. There are no areas within the city that have been designated as very high fire severity zones. Any areas that are within a designated very high fire severity safety zone are required to follow certain guidelines, including defensible space clearance and other wildfire safety practices as well as specific disclosures for real estate transactions.

Government Code Section 51178.5 requires that the State Fire Marshall’s fire hazard severity zone information be made available for public review and comment. This information is available for public review on the City’s website.

On February 24, 2026, the Wheatland City Council conducted a properly noticed public hearing and introduced and waived the first reading of an ordinance designating fire hazard severity zones within the City of Wheatland.

CEQA REVIEW:

This Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility the activity may have a significant effect on the environment.

FISCAL IMPACT:

There is no fiscal impact associated with this recommended action.

ATTACHMENTS:

- A. Ordinance w/Exhibit

Attachment 'A'

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WHEATLAND DESIGNATING FIRE HAZARD SEVERITY ZONES WITHIN THE CITY OF WHEATLAND

The City Council of the City of Wheatland does ordain as follows:

Section 1. Purpose and Authority. The purpose of this ordinance is to designate fire hazard severity zones within the City of Wheatland. This ordinance is adopted pursuant to California Government Code Section 51179, Article XI, section 7 of the California Constitution, and other applicable laws.

Section 2. Findings. The City Council hereby finds and declares:

- A. California Government Code Section 51178 provides that the State Fire Marshall shall identify areas in the state as moderate, high, and very high fire hazard severity zones.
- B. The State Fire Marshall has provided to the City recommended fire hazard severity zones within the City's jurisdiction.
- C. California Government Code Section 51179 provides that a local agency shall, by ordinance, designate moderate, high, and very high fire hazard severity zones within its jurisdiction.
- D. The City Council has reviewed the City of Wheatland Fire Hazard Severity Zones Map, dated January 22, 2025 (the "Severity Zone Map"), as recommended by the State Fire Marshal and which is hereby incorporated by reference and attached to this Ordinance as **Exhibit 'A'**.
- E. The Severity Zone Map delineates the specific boundaries and classifications of fire hazard severity zones within the City limits. These zones classify areas within the City based on varying degrees of dire hazard severity that take into consideration factors such as vegetation, topography, weather patterns, and historical fire data.
- F. The City of Wheatland hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.
- G. The Severity Zone Map is also located electronically on the City's website at: <https://www.wheatland.ca.gov>.

Section 3. Severability.

If any section or provision of this ordinance or the imposition of such section or provision to any person, firm, organization, corporation or circumstance is held by a court of competent

jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the remaining parts, which shall remain in full force and effect.

Section 4. Effective Date.

This ordinance shall become effective 30 days after its adoption.

Section 5. Posting.

Within 15 days from the date of passage of this ordinance, the City Clerk shall post a copy of it in at least three public places in the City.

The foregoing ordinance was introduced at a regular meeting of the Wheatland City Council, held on the 24th of February, 2026, and adopted at a regular meeting thereof, held on the 24th of March, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing ordinance is hereby approved.

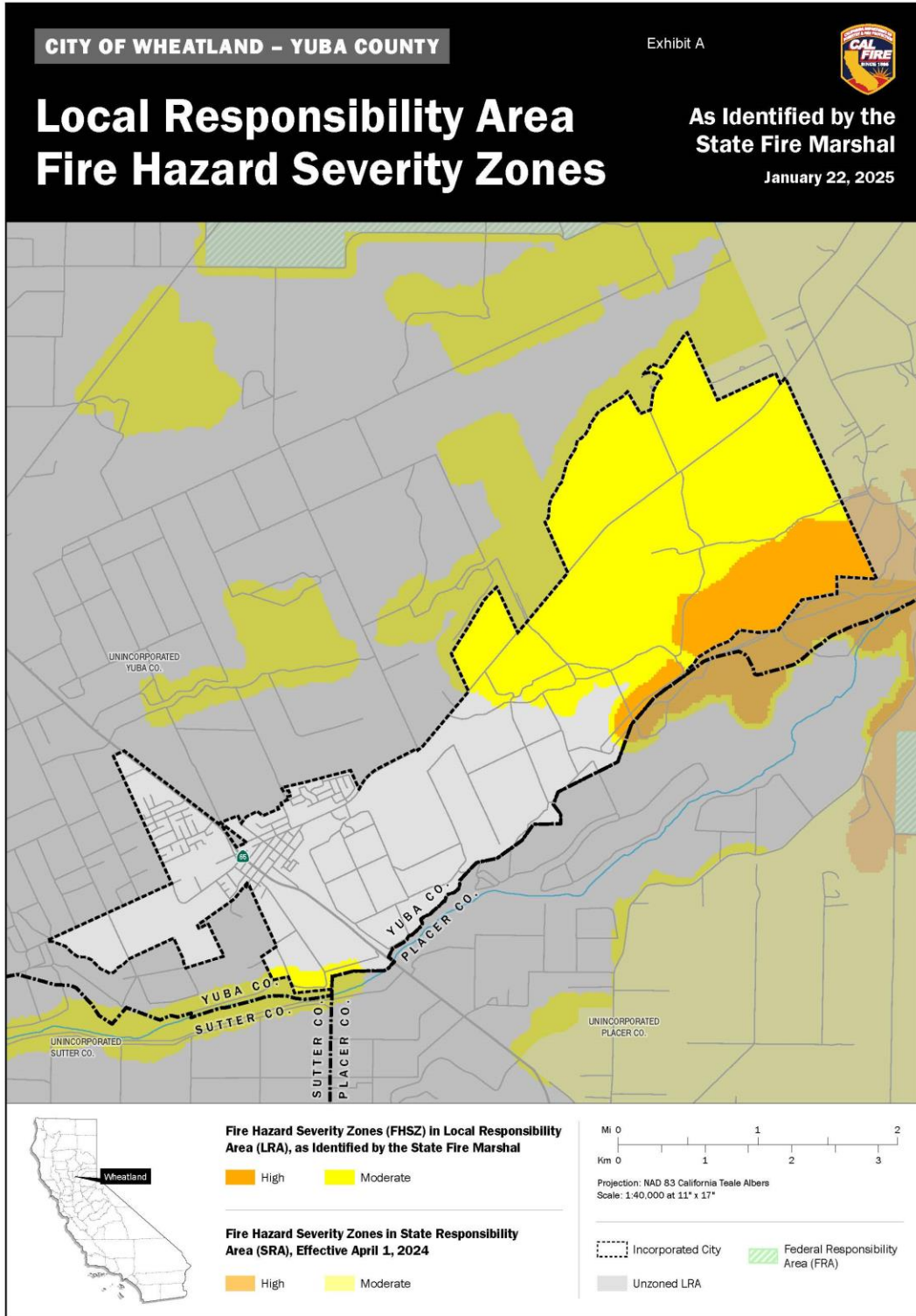
Robert Coe, Mayor
City of Wheatland

ATTEST:

Josie Camacho, City Clerk
City of Wheatland

Exhibit 'A'

City of Wheatland
Fire Hazard Severity Zones Map



Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHS2SRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)



City Council Meeting Staff Report

Meeting Date: March 24, 2026

SUBJECT: Consideration and Adoption of Resolution Authorizing Execution of Agreement with Yuba County Sheriff’s Department for Supplemental Law Enforcement Services

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 the Yuba County Sheriff’s Department for supplemental law enforcement services.

DISCUSSION:

The Wheatland Police Department currently has funding for seven Police Officer positions and one Sergeant position. As a result of a significant turnover in staffing earlier this fiscal year, the City relied upon support services from the Yuba County Sheriff’s Department. The Sheriff’s Department provided staffing support to the City from October thru January at no cost to the City, but advised staff that they would need to start billing for these services. The Police Chief has been making diligent efforts to recruit and fill the vacant positions. One new officer was hired in August of 2025. Two additional officers have recently been hired and will start work this month. One will start on March 9th and the other on March 30th. However, they will have to complete their field training before they are able to work alone. For lateral officers (who have completed field training at another law enforcement agency), their training can last 2-4 weeks. For an officer with no prior field training, the minimum training requirement is 12 weeks.

It is anticipated that continued (although reduced) support from the Yuba County Sheriff’s Department will be required through the end of the fiscal year. The Sheriff’s Department has developed an agreement to formalize this arrangement. While it is anticipated that the City will only require support services through the end of this fiscal year, the agreement has a termination date of June 30, 2029 which will provide a mechanism for staffing support if needed for future vacancies.

FISCAL IMPACT:

Funding for these services is available from vacant position salary savings in the Police Department budget.

ATTACHMENTS:

1. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 26-___

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE YUBA COUNTY SHERIFF'S
DEPARTMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES**

WHEREAS, the City of Wheatland has experienced vacancies in sworn Police Officer positions; and

WHEREAS, sworn Police Officer position vacancies create a significant challenge for providing adequate law enforcement services; and

WHEREAS, the Yuba County Sheriff's Department has agreed to provide supplemental law enforcement services to the City of Wheatland when needed during periods of critical staffing shortages.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED by the City Council of the City of Wheatland that:

- A. The foregoing recitals are true and correct.
- B. The City Council of the City of Wheatland hereby authorizes the City Manager to execute an agreement with the Yuba County Sheriff's Department for supplemental law enforcement services as set forth in **Exhibit 'A'**.

The foregoing resolution was adopted by the City Council of the City of Wheatland at a regular meeting held on the 24th day of March 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Robert Coe, Mayor

ATTEST:

Josie Camacho, City Clerk

**SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF WHEATLAND
AND YUBA COUNTY SHERIFF'S DEPARTMENT
FOR SUPPLEMENTAL LAW ENFORCEMENT COVERAGE
FOR WHEATLAND POLICE DEPARTMENT**

This Services Agreement ("Agreement") is made and entered into effective March 24, 2026, by and between the Yuba County Sheriff's Department ("Sheriff's Department") and City of Wheatland ("City"). Sheriff's Department and City are at times referred to in this Agreement individually as "Party" and collectively as "Parties."

Recitals

WHEREAS, the City desires to contract with the Sheriff's Department for professional and special services for supplement law enforcement coverage for the Wheatland Police Department due to its staffing shortage;

WHEREAS, the City is authorized to contract with persons for the furnishing of professional and special services and advice, including in financial, economic, accounting, engineering, legal, administrative, or other related matters;

WHEREAS, the Sheriff's Department is specially trained, experienced, properly certified/licensed and competent to perform the professional and special services required by the City;

WHEREAS, the provision of professional and special law enforcement services shall not reduce the normal and regular ongoing service that the Sheriff's Department provides to the citizens of Yuba County;

NOW, THEREFORE, the Parties hereto agree as follows:

1) Term

This Agreement is effective beginning February 1, 2026 and shall continue through June 30, 2029 ("Term"), unless earlier terminated as set forth in this Agreement.

2) Scope of Services

The Sheriff's Department shall, during the Term, provide professional and special services of supplement law enforcement coverage for the Wheatland Police Department within the City as set forth in the Scope of Services described in the attached Exhibit A (the "Services"), attached hereto and incorporated herein by reference. The Services may be modified the Parties' written agreement.

The Sheriff's Department shall perform all Services under this Agreement in a professional, skillful, competent, and timely manner, consistent with the standards generally recognized as

being employed by professionals in the same discipline in the State of California. The Sheriff's Department represents and warrants that all of its employees, officers, agents, consultants, and subcontractors shall have sufficient skill and experience to perform the Services. The Sheriff's Department assumes full responsibility for the acts or omissions of its employees, officers, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the Sheriff's Department will immediately remove any of its employees, officers, agents, consultants, or subcontractors from the City's property upon the City's instruction, as determined by the City in its sole discretion, for any or no reason. The Sheriff's Department agrees to promptly provide a replacement employee, officer, agent, consultant, or subcontractor acceptable to the City to perform the Services.

Supervisors from the Sheriff's Department are responsible for supervising Sheriff's Department personnel and will act as liaisons to City personnel related to the Services. The Sheriff's Department will use Captains, Lieutenants, and Sergeants (as determined in the Sheriff's Department's sole discretion) to staff supervisory positions. Deputy Sheriff's and Reserve Deputy Sheriff's will be used to staff non-supervisory positions. Captains, Lieutenants, and Sergeants may be used to staff non-supervisory positions with the mutual consent of both Parties.

Community Service Officers (CSO) may also be assigned for the Services as mutually agreed upon by the Parties. Assignment of Community Service Officers is specifically limited to providing traffic control, and not supplemental law enforcement services.

The Sheriff's Department will perform other reasonable services requested by the City or otherwise agreed upon by the Parties related to special events.

3) Reimbursement for Services

City agrees to compensate the Sheriff's Department for personnel costs incurred. The Sheriff's Department agrees to bill City for the actual time assigned for the Services. This may include pre-shift briefings. These personnel costs are as follows:

Supplemental Law Enforcement Services:

Supervisor (Captain, Lieutenant, Sergeant)	\$128.00/Hour
Deputy Sheriff	\$91.00/Hour

The Sheriff's Department agrees to bill City only for time assigned for the Services. This includes pre-shift briefings.

The Sheriff's Department will not charge City for costs associated with responses for mutual aid assistance from outside agencies. "Mutual Aid" is defined as the emergency response of on-duty law enforcement personnel from any agency other than the Yuba County Sheriff's Department.

If the Sheriff's Department and City mutually agree to use law enforcement personnel from another law enforcement agency to supplement staffing levels, City must make separate and direct payment to that other agency for services received. This does not apply to emergency mutual aid responses.

The Sheriff's Department will submit a detailed invoice to City on a monthly basis for services provided pursuant to this Agreement. City agrees to pay all bills in full no later than thirty (30) days after receiving the bill. The Sheriff's Department agrees to provide City with a written invoice.

5) Pedestrian and Traffic Devices

City agrees to provide, at their cost, all control devices (i.e., signs, cones, barricades, fencing, lighting, etc.) designed for the use of crowd control and/or traffic control. The type of devices and their placement shall be determined by the approved traffic management plan. Any modifications in the type or placement of such devices will only be made with the mutual consent of City, the Yuba County Sheriff's Department and the California Highway Patrol.

6) Expenses and Equipment

The Sheriff's Department is solely and fully responsible for all costs and expenses incident to the performance of the Services, including all licenses, permits, approvals, instrumentalities, supplies, tools, equipment, or materials necessary to perform the Services (unless otherwise set forth in this Agreement.) The Sheriff's Department acknowledges and agrees that the City has no responsibility or liability whatsoever for any equipment or other property of the Sheriff's Department or property or equipment of its employees, officers, agents, consultants, or subcontractors placed on or near the City's premises. If the City furnishes any goods, materials, or other equipment to the Sheriff's Department, the Sheriff's Department assumes complete liability for those goods, materials, or other equipment. The Sheriff's Department agrees to promptly pay City the repair or replacement costs for such goods, materials, or other equipment not returned to the City in a satisfactory condition, as solely determined by the City.

7) Insurance and Indemnification

The County of Yuba is self-insured.

The Yuba County Sheriff's Department shall, to the fullest extent permitted by law and at its own cost and expense, defend, indemnify, and hold the City, its Board of Trustees, agents, officers, officials, and employees harmless from and against any and all claims, losses (including attorneys' fees, witness' fees, and all court costs), damages, expenses, and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property to the extent arising out of any negligent or willful misconduct act of the Yuba County Sheriff's Department or its agents, officers, employees, appointees, or designees which act was performed in the fulfillment of this Agreement. This section shall survive the termination or expiration of this Agreement.

The City shall, to the fullest extent permitted by law and at its own cost and expense, defend, indemnify and hold the County of Yuba, its Board of Supervisors, and the Yuba County Sheriff's Department, and their agents, officers, officials, and employees harmless from and against any and all claims, losses (including attorneys' fees, witness' fees and all court costs), damages, expenses and liability (including statutory liability) resulting from injury and/or death of any person or damage to or loss of any property to the extent arising out of any negligent or willful misconduct act by the City, or its agents, officers, employees, appointees, or designees, which act was performed in the fulfillment of this Agreement. This section shall survive the termination or expiration of this Agreement.

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.

8) Independent Contractor

Sheriff's Department shall be deemed and act as an independent contractor. This Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Sheriff's Department shall perform the services and obligations under this Agreement according to the Sheriff's Department's own means and methods of work, which shall be in the exclusive charge and under the control of Sheriff's Department, and which shall not be subject to control or supervision by the City, except as to the results of the Services.

9) Limitation of Liability

Notwithstanding any other provision of this Agreement, in no event, shall either Party be liable to the other Party, regardless of whether any claim is based on contract or tort, for any special, consequential, punitive, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

10) Non-Assignability

Neither Party shall assign or transfer any interest in this Agreement or any portion thereof to a third party without the prior written consent of the other Party. Either Party may automatically terminate this Agreement if the other Party makes any purported assignment without prior written consent.

11) Termination

This Agreement may be terminated by either Party at any time with or without cause, or for a Party's convenience, by providing at least sixty (60) days' prior written notice to the other Party. In the event of termination by either Party, City shall fully compensate Sheriff's Department for Services rendered through the effective date of termination.

12) Waiver

The failure of a Party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either Party thereafter to enforce each and every provision of this Agreement in accordance with its terms. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or different provisions of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provisions herein.

13) Amendments

This Agreement may be modified at any time only by written Amendment executed by both Parties hereto and approved and/or ratified by the Parties' respective governing bodies.

14) Construction

This Agreement reflects the contributions of both Parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

15) Entire Agreement

This Agreement and its attached Exhibits constitute the entire agreement between the Parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the Parties.

16) Severability

If any provision of this Agreement or any portion thereof is held to be invalid or unenforceable, the balance of the Agreement shall nevertheless remain in full force and effect.

17) Notices

All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given by a Party hereto on the date personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed to the individual and address set forth below each Party's signature

18) Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e. a pdf version) shall be legally binding and that each Party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other Parties as if they were original signatures.

19) Captions and Headings

The captions and headnotes or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent of this Agreement

20) Governing Law

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

21) Ratification by the Parties

This Agreement is not enforceable unless and until it is approved and/or ratified by the respective governing bodies of the City and the Sheriff’s Department.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates of their signatures.

**YUBA COUNTY SHERIFF’S
DEPARTMENT**

CITY OF WHEATLAND

Wendell Anderson
Yuba County Sheriff
720 Yuba Street, Marysville, CA 95901
530-749-7777
wanderson@co.yuba.ca.us

Bill Zenoni
City of Wheatland City Manager
111 C Street, Wheatland, CA 95692
530-633-2761
bzenoni@wheatland.ca.gov

[Date]

[Date]

Approved as to Form

By: _____
Janet Bender, Yuba County Counsel

Date

EXHIBIT "A"
SCOPE OF SERVICES

Sheriff's Department personnel assigned to provide supplemental law enforcement coverage for Wheatland Police Department during the hours requested when Sheriff's Department staffing permits. The City can coordinate with Yuba County Sheriff's Department to adjust the hours coverage based on need. The City will be staffed by Sheriff's Department personnel on overtime hours only.