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# FUNDING AGREEMENT BETWEEN YUBA COUNTY SHERIFF'S DEPARTMENT AND THE YUBA COUNTY WATER AGENCY

**THIS AGREEMENT** made and entered into by and between the Yuba County Sheriff's Department, a law enforcement agency of the County of Yuba (hereinafter referred to as "Sheriff's Department") and Yuba County Water Agency, a public agency established under the Yuba County Water Agency Act of the State of California (herein after referred to as "Water Agency").

## W I T N E S S E T H

**Whereas,** Water Agency owns and operates the New Bullards Bar Dam, which established the New Bullards Bar Reservoir and associated recreational lands;

**Whereas,** Water Agency requires law enforcement/security to patrol their infrastructure and equipment at the Bullards Bar Reservoir;

**Whereas,** Sheriff's Department patrols the Bullards Bar Reservoir to ensure boating safety and enforce boating laws;

**Whereas,** Water Agency seeks to increase the availability of patrol resources in the area of Bullards Bar Reservoir and associated recreational lands; and

**Whereas**, it is cost effective to enter into this funding agreement to ensure grant funding to increase the availability of patrol resources in the area of Bullards Bar Reservoir and associated recreational lands.

**NOW, THEREFORE,** Sheriff's Department and Water Agency mutually agree as follows:

### ARTICLE I

**Grant Funds:** Water Agency will provide funds to Sheriff's Department in the sum of $176,087.00 as follows:

Total grant funds shall not exceed $176,087.00 per year. Grant funds will be paid in two equal installments, the first payment shall be made in July 2026 and the second in September 2026. The date of payment may be altered consistent with Article V.

### ARTICLE II

**Use of Funds:** Sheriff's Department shall use the grant funding for salary and overtime costs in support of Water Agency operational requirements during the period of service from May 15, 2026 through September 15, 2026. Funding is intended to reimburse for one Deputy Sheriff for 40 hours per week, a second Deputy for 20 hours per week, and one Marine Enforcement Deputy 40 hours per week during the specified period above for enforcement at the Bullards Bar Recreation area. Funding provided to Sheriff's Department shall be allocated for salary and benefits of Sheriff personnel as listed below, including related fuel & maintenance costs, to provide law enforcement presence at the New Bullard's Bar Reservoir and associated recreational lands. Funding will be made at the following rates for 2026:

| | |
|---|---|
| Deputy Sheriff ($7,233 per month):..... | $ 28,932 |
| Part-Time Deputy Sheriff ($3,616.50 per month): ..... | $ 14,466 |
| Overtime rate: $61.00 (maximum 40 hours) ..... | $ 2,440 |

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| | |
|---|---|
| Marine Enforcement Deputy (Salary and Benefits)..... | $ 66,671 |
| (Salary $10,469.42/month; Benefits $6,198.33/month) | |
| Fuel/maintenance -boat patrol vehicles (contract period)... | $ 15,000 |
| Operational impacts resulting from reduced Boating and Waterways revenues | $ 48,578 |

**ARTICLE III**

**Term:** This Agreement shall become effective when fully executed by both parties ("Effective Date") and shall expire on September 15, 2026.

**ARTICLE IV**

**Termination:** Either party may terminate this agreement with 30 days advanced notice. In the event of early termination of this Agreement, unused funds previously received from Water Agency, shall be returned to Water Agency Department within thirty (30) days of termination.

**ARTICLE V**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**ARTICLE VI**

**Administrator:** Yuba County Sheriff Wendell Anderson or his successor or designee shall administer this Agreement on behalf of Yuba County.

**ARTICLE VII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE VIII**

**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 will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE IX**

**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.

**CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**ARTICLE X**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

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**ARTICLE XI**
**Time is of the Essence:** The Parties hereto acknowledge and agree that time is of the essence.

**ARTICLE XII**
**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":
Department of Administrative Services
County of Yuba
Attn: Purchasing Agent
915 8th Street, Suite 119
Marysville, CA 95901

With a copy to:
County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONTRACTOR":
Yuba Water Agency
Attn: Nicholas Whittlesey, Jr.
1220 F Street
Marysville, CA 95901

**ARTICLE XIII**
**Indemnification**

A. Water Agency shall defend, indemnify, and hold harmless Sheriff's Department, the County of Yuba, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against all demands, claims actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Water Agency's officers, directors, agents, or employees.

B. Sheriff's Department shall defend, indemnify, and hold harmless Water Agency, its Board of Directors, officers, directors, agents, employees, and volunteers from and against all demands, claims actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Sheriff's Department's officers, directors, agents, or employees.

C. It is the intention of Water Agency and Sheriff's Department that the provisions of this section be interpreted to impose on each party responsibility to the other for the acts and omissions of their

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respective officers, directors, agents, employees, volunteers, County of Yuba's Board of Supervisors, and Water Agency's Board of Directors.

IN WITNESS WHEREOF, the Parties have executed and made effective this Agreement, 2026-76 Funding Agreement Yuba Sheriff - Yuba Water, on the day and year set forth below, which is the day the last Party signed the Agreement.

COUNTY OF YUBA

SIGNATURE

FULL NAME

DATE SIGNED

TITLE

YUBA WATER AGENCY

Signed by:
Nicholas Whittlesey, Jr.
2255423EB45D42B...
SIGNATURE

Nicholas Whittlesey, Jr.
FULL NAME

6/30/2026
DATE SIGNED

General Manager
TITLE

YUBA COUNTY SHERIFF'S DEPARTMENT

Signed by:
Wendell Anderson
DD398156EC57449...
SIGNATURE

Wendell Anderson
FULL NAME

6/29/2026
DATE SIGNED

Sheriff-Coroner
TITLE

APPROVED AS TO FORM

Signed by:
Kelly Smith for Janet E. Bender
9F6583479772413...
SIGNATURE

Kelly Smith for Janet E. Bender
FULL NAME

6/29/2026
DATE SIGNED

County Counsel
TITLE

ATTEST:

SIGNATURE

Mary Pasillas
FULL NAME

DATE SIGNED

Clerk of the Board of Supervisors
TITLE