

**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 January 1, 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 January 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 Unites 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

4-27-20
[Date]

[Date]

Approved as to Form

By: 
Janet Bender, Yuba County Counsel

4/22/26
Date

Approved as to Form

By: 
Tiffany Manuel, Director, Human Resources & Risk Management

4/22/26
Date

By; 
Seth Fuhrer, Yuba County Board
of Supervisors Chair

Date: 5/12/26

**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.