



# Willows City Council Regular Meeting

November 14, 2023  
Willows City Hall  
Regular Session - 6:00 PM

City Council  
Rick Thomas, Mayor  
David Vodden, Vice Mayor  
Gary Hansen, Council Member  
Forrest Sprague, Council Member  
Evan Hutson, Council Member

City Manager  
Marti Brown

City Clerk  
Amos Hoover

201 North Lassen Street  
Willows, CA 95988  
(530) 934-7041

## Agenda

Watch the Council meeting online via Zoom (Passcode 95988):

<https://us06web.zoom.us/j/81778940393?pwd=HnoNBvXuXg4F7j63dvp6bpvpl-Nl.dbeJ6eugG3tG28n1>

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CHANGES TO THE AGENDA**
5. **INTRODUCTION & WELCOME OF NEW CITY EMPLOYEES**
  - Joe Bettencourt, Community Development & Service Director
  - Joanne Moore, Accounting Manager

### 6. **PUBLIC COMMENT & CONSENT CALENDAR FORUM**

All matters on the Consent Calendar are considered routine and are approved by one motion and vote, unless Councilmembers or the City Manager first requests that a matter be removed for separate discussion and action. Individuals wishing to address the City Council concerning Consent Calendar items or regarding matters that are not already on the agenda are invited to make oral comments of up to three minutes at this time. Please address your comments to the Mayor and Councilmembers, and not to staff and/or the audience. By State law, the Council is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the City Council, please mail it to the City Clerk at 201 North Lassen Street, Willows, CA 95988 or email it to: [ahoover@cityofwillows.org](mailto:ahoover@cityofwillows.org).

#### a. **Register Approval**

Recommended Action: Approve general checking, payroll, and direct deposit check registers.  
Contact: Amos Hoover, City Clerk, [ahoover@cityofwillows.org](mailto:ahoover@cityofwillows.org)

#### b. **Minutes Approval**

Recommended Action: Approve the October 24 and October 27, 2023, meeting minutes.  
Contact: Amos Hoover, City Clerk, [ahoover@cityofwillows.org](mailto:ahoover@cityofwillows.org)

c. **Finance and Human Resources Analyst Job Classification**

Recommended Action: Update job classification title of the Finance & Human Resources Analyst position to Finance & Human Resources Specialist.

Contact: Marti Brown, City Manager, [mbrown@cityofwillows.org](mailto:mbrown@cityofwillows.org)

d. **FY 2023-2024 Appropriations Limit**

Recommended Action: Approve the Fiscal Year 2023-2024 Appropriations Limit.

Contact: Marti Brown, City Manager, [mbrown@cityofwillows.org](mailto:mbrown@cityofwillows.org)

7. **DISCUSSION AND ACTION CALENDAR**

All matters in this section of the agenda are discussed and will be acted on individually. Individuals wishing to address the City Council concerning any of these items are invited to make oral comments of up to three minutes at this time. Please address your comments to the Mayor and Councilmembers, and not to staff and/or the audience. When the Mayor calls for public comment, please raise your hand to be acknowledged. While not required, the City requests that you please state your name clearly for the audio recording. By State law, the Council is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the City Council, please mail it to the City Clerk at 201 North Lassen Street, Willows, CA 95988 or email it to: [ahoover@cityofwillows.org](mailto:ahoover@cityofwillows.org).

a. **\$4 Million Clean California Grant – Upgrades to Sycamore Park**

Recommended Action: Receive staff update on \$4.03 million grant from the State to upgrade Sycamore Park and provide direction to potentially amend the project's scope of work to include a portion of city swimming pool repairs in the grant scope of work and resubmit the amended scope to the State for approval.

Contact: John Wanger, City Engineer, [jwanger@cityofwillows.org](mailto:jwanger@cityofwillows.org)

b. **Temporary Law Enforcement Agreement with the Glenn County Sheriff's Office**

Recommended Action: Approve the attached revised Temporary Law Enforcement Agreement with the Glenn County Sheriff's Office.

Contact: Marti Brown, City Manager, [mbrown@cityofwillows.org](mailto:mbrown@cityofwillows.org)

c. **Future Short- and Long-Term Options for Law Enforcement Services**

Recommended Action: Receive staff presentation, discuss a plan of action as it relates to law enforcement services after December 31, 2023, continue the item to the November 28 Council meeting (if necessary), provide direction to staff, and/or take action on any of the items presented.

Contact: Marti Brown, City Manager, [mbrown@cityofwillows.org](mailto:mbrown@cityofwillows.org)

d. **City Budget & 1% Sales Tax Measure – Education Action Plan**

Recommended Action: Receive presentation from staff and provide policy direction regarding plan of action for public education and discussion of the City's budget, structural deficit, and how revenues from a 1% sales tax measure may be used to support city services.

Contact: Marti Brown, City Manager, [mbrown@cityofwillows.org](mailto:mbrown@cityofwillows.org)

**8. COMMENTS & REPORTS**

- a. Council Correspondence
- b. City Council Comments & Reports
- c. City Manager’s Report

**9. CLOSED SESSION**

Pursuant to Government Code Sections §54954.3, the public will have an opportunity to directly address the legislative body on the item below prior to the Council convening into closed session. Public Comments are generally restricted to three minutes.

**a. Conference with Legal Counsel – Existing Litigation (§54956.9)**

Name of Case: Willows Residents for Due Process vs. Respondent, Willows Unified School District et al.

**b. Conference with Labor Negotiators (§54957.6)**

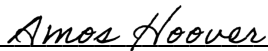
Agency Designated Representatives:  
Marti Brown, City Manager and Carolyn Walker, City Attorney  
Employee Organizations: WEA, UPEC, and All Employees

**c. Public Employee Performance Evaluation (§ 54957)**

Title: City Manager

**10. ADJOURNMENT**

**This agenda was posted on November 9, 2023.**

  
\_\_\_\_\_  
Amos Hoover, City Clerk

A complete agenda packet, including staff reports and back-up information, is available for public inspection during normal work hours at City Hall or the Willows Public Library at 201 North Lassen Street in Willows or on the City’s website at [www.cityofwillows.org](http://www.cityofwillows.org).

In compliance with the Americans with Disabilities Act, the City of Willows will make available to members of the public any special assistance necessary to participate in this meeting. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132). The public should contact the City Clerk’s office at 934-7041 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

*The City of Willows is an Equal Opportunity Provider.*



# PUBLIC COMMENT & CONSENT CALENDAR FORUM



PERIOD

10/16/2023 TO 10/30/2023

Check Register 53771 TO 53801 &  
53836 TO 53848

APPROVAL DATE 11/14/2023

APPROVED \_\_\_\_\_



City of Willows

# Check Register

Packet: APPKT00111 - Accounts Payable Paid - Oct. 16, 2023  
(Second Batch)

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: Gen Chk-General Checking</b>						
1019	ACME RIGGING & SUPPLY COM	10/16/2023	Regular	0.00	523.30	53802
1082	ARAMARK	10/16/2023	Regular	0.00	350.82	53803
1103	BAKER & TAYLOR BOOKS	10/16/2023	Regular	0.00	137.44	53804
1194	CALIFORNIA STATE DISBURSE	10/16/2023	Regular	0.00	162.92	53805
1277	CORNING LUMBER WILLOWS	10/16/2023	Regular	0.00	259.80	53806
1283	COUNTY OF GLENN	10/16/2023	Regular	0.00	452.75	53807
2361	DAWNA KEOLANUI	10/16/2023	Regular	0.00	1,387.00	53808
1325	DEMCO, INC.	10/16/2023	Regular	0.00	321.40	53809
1434	FGL ENVIRONMENTAL	10/16/2023	Regular	0.00	26.00	53810
1650	FIRE RISK MANAGEMENT SERVICES	10/16/2023	Regular	0.00	17,065.04	53811
1463	GANDY-STALEY OIL CO.	10/16/2023	Regular	0.00	2,695.51	53812
1467	GAYNOR TELESYSTEMS, INC.	10/16/2023	Regular	0.00	290.00	53813
1551	HUMANA DENTAL/VISION	10/16/2023	Regular	0.00	1,058.39	53814
1577	INTERSTATE BATTERIES OF THE ROC	10/16/2023	Regular	0.00	332.08	53815
2365	ITF	10/16/2023	Regular	0.00	6.72	53816
1606	JEREMY'S PEST STOMPERS	10/16/2023	Regular	0.00	55.00	53817
1673	LACAL EQUIPMENT, INC.	10/16/2023	Regular	0.00	1,341.14	53818
2363	LACO Associates	10/16/2023	Regular	0.00	418.75	53819
1710	LIFE ASSIST	10/16/2023	Regular	0.00	397.95	53820
1760	MATSON & ISOM TECHNOLOGY	10/16/2023	Regular	0.00	3,319.00	53821
1770	MENDES SUPPLY COMPANY	10/16/2023	Regular	0.00	146.10	53822
1792	MJB WELDING SUPPLY, INC.	10/16/2023	Regular	0.00	51.60	53823
2312	NAPA AUTO PARTS	10/16/2023	Regular	0.00	290.16	53824
1851	NORTH STATE WATER TREATME	10/16/2023	Regular	0.00	150.00	53825
1896	PAPE MACHINERY INC.	10/16/2023	Regular	0.00	338.93	53826
1917	PG & E	10/16/2023	Regular	0.00	121.96	53827
2041	SACRAMENTO VALLEY MIRROR	10/16/2023	Regular	0.00	110.40	53828
2233	US BANK ST. PAUL CM-9703	10/16/2023	Regular	0.00	125.00	53829

**Bank Code Gen Chk Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	34	28	0.00	31,935.16
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>34</b>	<b>28</b>	<b>0.00</b>	<b>31,935.16</b>

### Fund Summary

Fund	Name	Period	Amount
999	Cash Clearing	10/2023	31,935.16
			<u>31,935.16</u>



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: Gen Chk-General Checking</b>						
1014	ACCESS	10/16/2023	Regular	0.00	97.70	53771
2362	Adventist Health Clear LA	10/16/2023	Regular	0.00	1,555.00	53772
1051	ALVES DOOR COMPANY, INC.	10/16/2023	Regular	0.00	705.40	53773
1052	AMAZON CAPITAL SERVICES	10/16/2023	Regular	0.00	516.96	53774
1068	ANDY HEATH FINANCIAL SERV	10/16/2023	Regular	0.00	4,372.50	53775
1193	CALIFORNIA BUILDING STAND	10/16/2023	Regular	0.00	99.90	53776
1199	CALPERS	10/16/2023	Regular	0.00	200.00	53777
1243	CITY OF ORLAND	10/16/2023	Regular	0.00	25,763.66	53778
1277	CORNING LUMBER WILLOWS	10/16/2023	Regular	0.00	114.75	53779
1334	DEPT. OF CONSERVATION	10/16/2023	Regular	0.00	16.81	53780
2339	GOLD COUNTRY HYDRAULIC & HOSI	10/16/2023	Regular	0.00	4,832.83	53781
1564	INDUSTRIAL TRUCK & FARM	10/16/2023	Regular	0.00	555.56	53782
1566	INFRAMARK, LLC	10/16/2023	Regular	0.00	54,161.74	53783
1606	JEREMY'S PEST STOMPERS	10/16/2023	Regular	0.00	40.00	53784
1665	KNIFE RIVER CONSTRUCTION	10/16/2023	Regular	0.00	43,400.74	53785
2312	NAPA AUTO PARTS	10/16/2023	Regular	0.00	62.54	53786
1829	NCCSIF	10/16/2023	Regular	0.00	29,392.00	53787
1896	PAPE MACHINERY INC.	10/16/2023	Regular	0.00	125.02	53788
2244	PEDRO C VASQUEZ	10/16/2023	Regular	0.00	53.00	53789
2332	Prentice Long, PC	10/16/2023	Regular	0.00	9,165.00	53790
2337	ROGELIO GONZALEZ	10/16/2023	Regular	0.00	15.00	53791
2041	SACRAMENTO VALLEY MIRROR	10/16/2023	Regular	0.00	128.80	53792
2123	STEVE ABOLD	10/16/2023	Regular	0.00	777.17	53793
2334	STREAM IT NETWORKS LLC	10/16/2023	Regular	0.00	85.00	53794
1439	THE FIRST CHOICE COFFEE S	10/16/2023	Regular	0.00	45.00	53795
2233	US BANK ST. PAUL CM-9703	10/16/2023	Regular	0.00	1,410.05	53796
2248	VERIZON WIRELESS	10/16/2023	Regular	0.00	402.54	53797
2295	WILLOWS ACE HARDWARE	10/16/2023	Regular	0.00	425.84	53798
2282	WILLOWS HARDWARE, INC.	10/16/2023	Regular	0.00	687.20	53799
2317	WTCOX	10/16/2023	Regular	0.00	216.81	53800
1902	WYATT PAXTON	10/16/2023	Regular	0.00	4,612.50	53801

**Bank Code Gen Chk Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	46	31	0.00	184,037.02
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>46</b>	<b>31</b>	<b>0.00</b>	<b>184,037.02</b>



### Fund Summary

Fund	Name	Period	Amount
999	Cash Clearing	10/2023	184,037.02
			<u>184,037.02</u>



City of Willows

# Check Register

Packet: APPKT00115 - Pay AP - 10-30-23

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: Gen Chk-General Checking</b>						
1196	CALIFORNIA DEPT. OF JUSTI	10/30/2023	Regular	0.00	15.00	53836
1194	CALIFORNIA STATE DISBURSE	10/30/2023	Regular	0.00	162.92	53837
1199	CALPERS	10/30/2023	Regular	0.00	200.00	53838
1252	CLEARWAY ENERGY LLC	10/30/2023	Regular	0.00	12,305.22	53839
1255	COASTLAND CIVIL ENGINEERI	10/30/2023	Regular	0.00	23,018.25	53840
1275	CORBIN WILLITS SYSTEMS	10/30/2023	Regular	0.00	480.52	53841
2366	JENNIFER STYCZYNSKI	10/30/2023	Regular	0.00	3,542.16	53842
1665	KNIFE RIVER CONSTRUCTION	10/30/2023	Regular	0.00	193.59	53843
1770	MENDES SUPPLY COMPANY	10/30/2023	Regular	0.00	218.90	53844
1829	NCCSIF	10/30/2023	Regular	0.00	8,017.00	53845
1830	NEC FINANCIAL SERVICES LL	10/30/2023	Regular	0.00	268.08	53846
1978	REGIONAL GOVERNMENT SERVI	10/30/2023	Regular	0.00	2,801.78	53847
2207	TYLER TECHNOLOGIES, INC	10/30/2023	Regular	0.00	4,000.00	53848

**Bank Code Gen Chk Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	28	13	0.00	55,223.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>28</b>	<b>13</b>	<b>0.00</b>	<b>55,223.42</b>

### Fund Summary

Fund	Name	Period	Amount
999	Cash Clearing	10/2023	55,223.42
			<u>55,223.42</u>



# Willows City Council Regular Meeting Draft Action Minutes

Agenda Item #6b.

City Council  
Rick Thomas, Mayor  
David Vodden, Vice Mayor  
Gary Hansen, Council Member  
Forrest Sprague, Council Member  
Evan Hutson, Council Member

October 24, 2023  
Willows City Hall  
Closed Session – 5:00 PM  
Regular Session - 6:00 PM

City Manager  
Marti Brown

City Clerk  
Amos Hoover

201 North Lassen Street  
Willows, CA 95988  
(530) 934-7041

1. **CALL TO ORDER – 5:00pm**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Councilmembers Present: Mayor Thomas, Vice-Mayor Vodden, and Councilmembers Hansen, Hutson, and Sprague

Councilmembers Absent: None

4. **CHANGES TO THE AGENDA**

5. **CLOSED SESSION**

a. **Conference with Legal Counsel – Substantial Risk of Litigation**

Potential exposure to litigation pursuant to § 54956.9(b)

b. **Conference with Legal Counsel – Anticipated Litigation**

Significant exposure to litigation pursuant to § 54956.9(b)

Report Out:

- Staff was given direction to initiate receivership on 143 North Yolo Street - it's an abatement issue.
- For the second item, Council received information on the anticipated litigation and provided direction to staff.

6. **CEREMONIAL MATTERS (6:00 PM)**

- a. Proclamation: *Veteran's Day*
- b. Proclamation: *National Pearl Harbor Remembrance Day*

Proclamations were received by VFW Post 1770.

## 7. PUBLIC COMMENT & CONSENT CALENDAR FORUM

### a. Register Approval

Action: Approved general checking, payroll, and direct deposit check registers.

### b. Minutes Approval

Action: Approved the October 10, 2023, and October 16, 2023, meeting minutes.

### c. Opt-in to the Uniform Construction Cost Accounting Act

Pulled from consent by Councilmember Sprague

Action: Adopted an Ordinance adding a new Willows Municipal Code Chapter 3, Subsection 3.06 – “Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act.”

Moved/Seconded: Councilmember Sprague and Vice Mayor Vodden

Yes: Councilmembers Hansen, Hutson, and Sprague, Vice Mayor Vodden, and Mayor Thomas

No: None

### d. New Sewage Pumps for Cherry Street Lift Station

Pulled from consent by Councilmember Sprague

Action: Authorized the City Manager to purchase two new sewage pumps for the Cherry Street Lift Station in an amount not to exceed \$20,000, contingent on agreement with the Northeast Willows Community Services District.

#### Public Comment

Randy Galbraith

Moved/Seconded: Councilmember Sprague and Vice Mayor Vodden

Yes: Councilmembers Hansen, Hutson, and Sprague, Vice Mayor Vodden, and Mayor Thomas

No: None

### e. City Hall HVAC Unit Replacement Improvements

Pulled from consent by Councilmember Sprague

Action: Approved resolution accepting the improvements associated with replacement of a new HVAC unit at the City Hall building and authorized the filing of the Notice of Completion for the project.

Moved/Seconded: Councilmember Sprague and Vice Mayor Vodden

Yes: Councilmembers Hansen, Hutson, and Sprague, Vice Mayor Vodden, and Mayor Thomas

No: None

f. **Willows High School Agriculture Facility Project**

Pulled from consent by Councilmember Sprague

Action: Approved draft letter to the Willows Unified School District regarding the District's proposed Agriculture Facility Project.

Public Comment

Rebecca Smith

Moved/Seconded: Councilmember Sprague and Councilmember Hansen

Yes: Councilmembers Hansen, Hutson, and Sprague, Vice Mayor Vodden, and Mayor Thomas

No: None

g. **Lease of City Owned Property**

Pulled from consent by Councilmember Sprague

Action: Authorized City Manager, or her designee, to solicit bids to lease real city owned property for agricultural purposes located at the City of Willows Wastewater Treatment Plant Site.

Moved/Seconded: Councilmember Hansen and Councilmember Sprague

Yes: Councilmembers Hansen, Hutson, and Sprague, Vice Mayor Vodden, and Mayor Thomas

No: None

h. **Master Fee Schedule Update**

Pulled from consent by Councilmember Sprague

Action: Approved bid award and contract for a comprehensive update to the City's Master Fee Schedule to Willdan.

Public Comment

Dennis Asbury

Moved/Seconded: Councilmember Hansen and Councilmember Hutson

Yes: Councilmembers Hansen, Hutson, and Sprague, Vice Mayor Vodden, and Mayor Thomas

No: None

i. **General Plan Update - North Valley Indian Health Rezone Project**

Action: Approved resolution entitled: "A resolution approving the request to amend the general plan land use map (file#GPA-23-01) and redesignate five parcels from office and professional to general commercial and approve the request to modify the zoning map (file#RZ-23-01) and rezone five parcels from RP (multiple residence professional office district) to CC (central commercial) for property located at assessor's parcel numbers 002-152-001; 002-152-002; 002-

152-003; 002-152-007 002-152-012.”

Action: Approved consent items a, b, and i.

Moved/Seconded: Vice Mayor Vodden and Councilmember Hansen

Yes: Councilmembers Hansen, Hutson, and Sprague, Vice Mayor Vodden, and Mayor Thomas

No: None

## 8. DISCUSSION AND ACTION CALENDAR

### a. **Temporary Law Enforcement Contract with the Glenn County Sheriff’s Office**

Action: Approved temporary law enforcement agreement with the Glenn County Sheriff’s Office in the amount of \$1.285 million through December 31, 2023.

Moved/Seconded: Councilmember Hansen and Councilmember Sprague

Yes: Councilmembers Hansen, Hutson, and Sprague, Vice Mayor Vodden, and Mayor Thomas

No: None

### b. **Sales Tax Measure Ordinance Discussion**

Action: Approved final language for the proposed Sales Tax Ordinance and approved staff to place measure on the March 2024, ballot.

#### Public Comment

Roberta Asbury

Moved/Seconded: Councilmember Hansen and Councilmember Hutson

Yes: Councilmembers Hansen and Hutson, Vice Mayor Vodden, and Mayor Thomas

No: Councilmember Sprague

### c. **Countywide Drought Management Committee Appointment**

Action: Appointed Councilmember Hansen to the Countywide Drought Management Committee.

## 9. COMMENTS & REPORTS

- a. Council Correspondence
- b. City Council Comments & Reports
- c. City Manager’s Report

## 10. ADJOURNMENT - 8:01 PM

---

Amos Hoover, City Clerk



# Willows City Council Special Meeting Draft Action Minutes

October 27, 2023  
Willows City Hall  
1:00 PM

City Council  
Rick Thomas, Mayor  
David Vodden, Vice Mayor  
Gary Hansen, Council Member  
Forrest Sprague, Council Member  
Vacant, Council Member

City Manager  
Marti Brown

City Clerk  
Amos Hoover

201 North Lassen Street  
Willows, CA 95988  
(530) 934-7041

1. **CALL TO ORDER – 1:00 PM**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Councilmembers Present: Mayor Thomas, Vice-Mayor Vodden, and Councilmembers Hansen, Hutson, and Sprague

Councilmembers Absent: None

4. **CLOSED SESSION**

a. **Conference with Legal Counsel – Substantial Risk of Litigation**

Potential exposure to litigation pursuant to § 54956.9(b)

Report Out: Council has met, received information, and given direction to Staff.

5. **ADJOURNMENT 1:47 PM**

---

Amos Hoover, City Clerk





---

Date: November 14, 2023  
To: Honorable Mayor and Councilmembers  
From: Marti Brown, City Manager  
Subject: Finance and Human Resources Analyst Job Classification

---

**Recommendation:**

Authorize the City Manager to change the job classification title of “Finance and Human Resources Analyst” to “Finance and Human Resources Specialist.”

**Rationale for Recommendation:**

Including “Analyst” in the job classification title implies greater responsibility and duties than are actually required of the position.

**Background:**

For the past two plus months, the City has struggled to fill the current vacancy of “Finance and Human Resources Analyst” begging the question as to whether the position is actually titled and targeted correctly.

**Discussion & Analysis:**

After vetting the job classification title with multiple financial consultants and staff, including recruiters, it was determined that including “Analyst” in the title implies higher level work and greater expertise than is required of the position. This job classification is primarily focused on payroll, accounts payable/receivable, and, eventually, business licenses.

Analyst level work is related to building budgets; recommending investments and collections of investments, known as portfolios; evaluating current and historical financial data; studying economic trends; and examining financial statements to determine their value. In the City of Willows, these duties are generally relegated to the Accounting Manager and City Manager.

**Fiscal Impact:**

There is no fiscal impact as there is no recommended change to the salary schedule.

**Attachment:**

- Attachment 1: Proposed Job Classification: Finance & Human Resources Specialist

**CITY OF WILLOWS**  
**FINANCE AND HUMAN RESOURCES SPECIALIST**

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

**DEFINITION:**

Under supervision of the Accounting Manager, the Finance and Human Resources Specialist will perform a variety of financial and analytical functions for the Finance Department including, Accounts Payable and Receivable, Payroll, perform routine to difficult accounting and administrative functions, provide financial and non-financial analysis of data and report results, maintain accounting records, provide Human Resources-related support, support grant administration activity, and perform other related tasks as requested.

**DISTINGUISHING CHARACTERISTICS:**

The job incumbent has responsibility for performing all work related to the accounts receivable/accounts payable, payroll and business licensing functions of the City. Duties and responsibilities are performed in accordance with law, ordinance, and City policy. This position also performs a variety of human resources related assignments within broad procedural guidelines with minimal supervision and instruction. Requires general knowledge of Citywide and Human Resources Division related policies, procedures, and practices as well as applicable federal and state laws and regulations.

**SUPERVISION RECEIVED/EXERCISED:**

Receives supervision and direction directly from the Accounting Manager.

**ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Origination of accounts payable/receivable and cash receipts. Also includes processing checks, filing and bank deposits. Processing 1099s and 1095-B forms
- Payroll processing, including tax and vendor payments, as well as W-2s.
- Maintenance of organized financial records.
- External reporting to other public agencies.
- Support services for various Department Heads.
- Accept and process applications and payments for business licenses.
- Financial and non-financial analysis and reporting.
- General accounting.  
Maintain confidentiality of records and information concerning City employees including personnel files, medical records files, workers' compensation files and all performance and salary related information.
- Help City staff and the general public matters regarding human resources.

## FINANCE AND HUMAN RESOURCES SPECIALIST

Page 2

- Process new employee paperwork, including all benefit forms.
- Reconcile all health benefit accounts.
- Keep track of employee's required training and schedule as necessary.
- Occasionally assist with citizen service function (telephone and counter traffic) on a short-term basis (e.g., CD Technician lunch break).
- Maintain consistent attendance and punctuality.
- Other duties as assigned.

### **PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office environment; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

**Vision:** See in the normal visual range with or without correction.

**Hearing:** Hear in the normal audio range with or without correction.

### **MINIMUM QUALIFICATIONS:**

#### **Education and/or Experience:**

Associates Degree in Business Administration, Accounting, Public Administration, or related field and a minimum of two years in a public agency or corporate environment performing analytical and administrative duties highly desired. Upper division accounting or public administration coursework may serve to fulfill a portion of the experience requirement.

#### **License/Certificate:**

Possession of, or ability to obtain, a valid California driver's license.

### **KNOWLEDGE/ABILITIES/SKILLS:**

*(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

#### **Knowledge of:**

- Methods of organization and maintenance of records and internal controls, office equipment operation, use of Microsoft Word and Excel.

## FINANCE AND HUMAN RESOURCES SPECIALIST

Page 3

- Principles and practices of governmental accounting and maintenance of financial records.
- Federal, State and local codes and ordinances relating to taxes, fees, licenses, permits and contracts.
- Budgeting procedures and techniques.
- Safe work practices and related regulations.
- Principles of excellent customer service.

### **Ability to:**

Analyze a variety of data in preparation and dissemination of information; take direction from a variety of sources; prioritize and manage tasks in order to meet deadlines; communicate and interact effectively with co-workers, regulatory agencies, and the public; prepare clear and concise written reports; adapt to various computer software and effectively obtain information from such software and manual records.

### **Skill to:**

- Operate a computer with accuracy.
- Perform a variety of responsible clerical work without direct supervision.
- Interpret and apply policies, rules, laws, labor agreements and other standards appropriately in a wide variety of circumstances.
- Exercise independent judgment.
- Research, analyze and develop comprehensive reports on a variety of human resources and organizational issues and make appropriate recommendations.
- Maintain the confidentiality of privileged information.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted during the course of work.

### **ACKNOWLEDGMENT:**

I acknowledge that I have read the job description and requirements for the Finance and Human Resources Specialist position, and I certify that I can perform these functions.

---

Applicant Signature

Date

Witness



---

Date: November 14, 2023  
To: Honorable Mayor and Councilmembers  
From: Marti Brown, City Manager  
Subject: FY 2023-24 Appropriations Limit

---

**Recommendation:**

Adopt a resolution establishing the FY 2023-24 Appropriations Limit for the City of Willows.

**Rationale for Recommendation:**

The City is required to establish its appropriations limit annually by Council resolution.

**Background:**

Appropriations limits are imposed by Propositions 4 and 111 creating a restriction on the amount of revenue that can be appropriated in any fiscal year. The limit is based on the actual appropriations during the 1978-79 fiscal year and is increased each year using the growth of population and inflation. Not all revenues are restricted by the limit, only those that are designated as “proceeds of taxes” are included.

**Discussion & Analysis:**

The City’s appropriations limit for fiscal year 2023-24 is \$13,557,172. With qualified proceeds of taxes \$4,449,959 for the year, the city is \$9,107,213 under the limit. The City Auditor has applied testing procedures to the worksheets.

**Fiscal Impact:**

There is no direct financial consideration and/or impact as the City is well below the FY 2023-24 Appropriation Limit.



**City of Willows  
Resolution XX-2023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS  
ESTABLISHING FY 2023-24 APPROPRIATION LIMIT**

**WHEREAS**, Proposition 4, which was passed by the electorate, at a special election held on November 6, 1979, added Article XIII B to the Constitution to place various limitations on the fiscal powers of local government; and

**WHEREAS**, Proposition 111 amended Article XIII B requiring the city to choose adjustment factors annually; and

**WHEREAS**, the adjustment factors used to determine the FY 2023-24 appropriation limit are the California per capita income increase and city population growth.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Willows' FY 2023-24 Appropriation Limit is \$13,557,172.

**PASSED AND ADOPTED** by the City Council of the City of Willows this 14th day of November, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

\_\_\_\_\_  
Rick Thomas, Mayor

\_\_\_\_\_  
Amos Hoover, City Clerk



---

# DISCUSSION & ACTION CALENDAR



---

Date: November 14, 2023  
To: Honorable Mayor and Councilmembers  
From: John Wanger, City Engineer  
Marti Brown, City Manager  
Subject: \$4 Million Clean California Grant – Upgrades to Sycamore Park

---

**Recommendation:**

Receive staff update on \$4.03 million grant from the State to upgrade Sycamore Park and provide direction to potentially amend the project’s scope of work to include a portion of city swimming pool repairs in the grant scope of work and resubmit the amended scope to the State for approval or leave the awarded grant and scope of work as is and pass the attached resolution to submit to the State.

**Rationale for Recommendation:**

After the grant was awarded and it became apparent that the City would not be able to fund the restoration of the City swimming pool with city funds, staff approached the State to find out whether it could amend the scope of work to include rehabilitation of the pool. It turns out the answer is affirmative and, therefore, staff is returning to the Council to consider amending the grant’s scope of work to include rehabilitation of the City swimming pool.

**Background:**

On February 14, 2023, the State Department of Transportation authorized \$100 million of CCLGP Cycle 2 funds to beautify and improve parks, pathways, and other lands benefiting local, underserved communities. The City of Willows applied for and was awarded \$4,038,000 of CCLGP Cycle 2 funds to upgrade Sycamore Park’s recreational amenities and to increase safe and equitable access to the park.

The grant scope of work included, installing new ADA compliant curb ramps and over 2,000 feet of sidewalk around the perimeter of Sycamore Park. The project will also replace over 2,100 feet of dilapidated pathways inside the park with new, 8-foot-wide mixed use concrete pathways and safety lighting. Funding made available through the State’s Clean California Local Grant Program (CCLGP) will also be used to refurbish the tennis courts and install new pickleball courts which will expand available recreation and exercise opportunities for the community.



Solar facilities are proposed to power new pathway lighting and running lights for the tennis, pickleball, and pool areas, and will also be used to power the pool heater. The new solar facilities will be configured to provide covering for changing rooms, restroom areas, and a new shade structure located next to the pool. The project also proposes to install permanent trash receptacles and drinking fountains to reduce litter and provide park users access to clean drinking water.

This project would not be possible without the funding allocation made available through the State's Clean California Local Grant Program. The proposed improvements will help provide residents the opportunity to attend nighttime exercise programs and other events in the park that benefit by being held in the evening when extreme heat is less of a burden, especially during the summer months.

### **Discussion & Analysis:**

Improvements and rehabilitation to the existing pool were not included in the grant application due to the fact that at the time of the grant submission, other funding was identified to fund that project. Since that time, due to budget constraints, the pool rehabilitation project has been put on hold. Staff has talked with representatives from the state about the possibility of adding additional funds to the grant to include the pool rehabilitation improvements. State representatives said that the amount of the award was final and could not be increased (no additional funds are available). However, staff also inquired if it would be possible to change the scope of the project (eliminate some improvements currently identified in the grant and replace them with other improvements in Sycamore Park). State staff indicated that changing the scope is possible.

Based on the State's comment about the possibility to change the scope of work for the grant project, staff is seeking guidance from the council on whether the pool rehabilitation should be included in the grant project and, if so, what improvements identified in the existing grant should be eliminated to include costs to rehabilitate the pool. If Council decides not to change the CCLGP scope of work, staff has attached a Resolution to authorize the City Manager to execute and implement a grant agreement with the State Department of Transportation. If Council requests to change the CCLGP scope of work and re-allocate funds to improve the pool, direct staff to re-engage the State and amend the scope of work for the project.

### **Potential Changes to the Scope of Work for the Grant:**

Considering the State's comment about the availability to change the scope of work in the project, City staff has identified an alternative approach which includes modifying the CCLGP scope of work to re-allocate additional funds towards rehabilitation of the pool area. The alternative approach involves repurposing the existing tennis court area into a shared-use facility for both tennis and pickleball users, as opposed to rehabilitating the entire tennis courts and building stand-alone pickleball courts. The alternative approach reduces the number of tennis courts from 4 courts to 2 courts and converts two of the existing tennis courts to 6 new

pickleball courts. This approach would require court dividers (between the pickleball courts and the tennis courts) and a new access gate for the pickleball court area to eliminate conflicts between tennis and pickleball users entering and exiting the facility.

This proposed change in CCLGP scope would eliminate design and construction costs associated with installing a dedicated separate pickleball facility and would also reduce costs needed to illuminate, fence and to provide access to a stand-alone pickleball facility. Staff recommends reconfiguring the tennis court area and removing dedicated pickleball facilities from the scope of work will free up approximately \$466,000 of CCLGP funds to be made available for rehabilitation of the pool area. The details of the cost implication are as follows:

Available Funding:

Overall CCLGP Grant Allocation	\$4,038,000
County Contribution	\$200,000
Prop 68 Grant Funds	<u>\$177,952</u>
Total Available Funding	\$4,415,952

Estimated Costs

Improvements in CCLGP Grant Application	\$4,038,000
Eliminate Stand-Alone Pickleball Courts*	<\$266,000>
Eliminate Lighting of Pickleball Courts	<\$200,000>
Pool Rehabilitation Construction Costs**	\$773,000
Estimated Cost for Pool Construction Documents	<u>\$ 70,000</u>
Total Estimated Cost	\$4,415,000

\*Note that some of the costs for the stand-alone pickleball courts will still be needed to convert two of the existing tennis courts to pickleball courts (e.g., striping, nets).

\*\*Note – cost includes replacement of most of the existing decking

As shown above, the available funding includes both a \$200,000 contribution from the County as well as \$177,952 in Proposition 68 Grant Funding. With inclusion of these funds and modifications to eliminate the stand-alone pickleball courts and combine them with the tennis courts, as well as add in the estimated rehabilitation costs of the pool, the overall estimated costs of the modified project nearly matches available funding.

If the above alternative approach is desired, staff will work with the State to amend the scope of work associated with the grant. Once the amendments have been approved, a resolution will be brought back to the Council for adoption. The following consideration and actions are requested from the Council:

1. Provide direction to staff as to whether the scope of work for the Clean California Local Grant Program (CCLGP) project should be amended to include the pool rehabilitation project. If this option is chosen, direct staff to work with the State to amend the scope

of project associated with the grant to include the modifications as presented in this staff report.

2. If the Council desires not to change the scope of work in the CCLGP grant project, then the Council should adopt the attached resolution accepting the grant funds in the amount of \$4,038,000 and authorize the City Manager to execute and administer a Grant Agreement and any amendments thereto with the State Department of Transportation.

**Fiscal Impact:**

It is anticipated that the overall grant project will be funded through the \$4,038,000 grant funds. The City is not required to contribute local matching funds towards project costs funded by the grant; however, if the total project budget exceeds the \$4,038,000 appropriation of grant funds, additional local funding will need to be identified. If the option to amend the scope of work to include the pool in the grant project, Proposition 68 monies and funds from the County will also be used to fund the overall project.

All CCLGP project funds must be expended by June 30, 2026.

**Attachment:**

Attachment 1: Resolution XX-2023

(Should the Council wish to leave the grant scope of work as is.)



**City of Willows  
Resolution XX-2023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, STATE OF CALIFORNIA, ACCEPTING ALLOCATION OF CLEAN CALIFORNIA LOCAL GRANT PROGRAM FUNDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND ADMINISTER A GRANT AGREEMENT AND ANY AMENDMENTS THERETO, WITH THE STATE DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the City of Willows (The “City”) is eligible to receive State funding for certain transportation related work through the State Department of Transportation; and

**WHEREAS**, the State Department of Transportation has been delegated the responsibility by the Legislature of the State of California for the administration of the Clean California Local Grant Program; and

**WHEREAS**, on October 9, 2023, the State Department of Transportation awarded \$4,034,000 of Clean California Local Grant Program Cycle 2 funds to the City to upgrade, enhance, and improve access to Sycamore Park; and

**WHEREAS**, said procedures established by the State Department of Transportation require the grantee’s Governing Body to certify by resolution the authorization to execute a Grant Agreement before submission of said agreement to the State; and

**WHEREAS**, the City desires to accept the allocation of Clean California Local Grant Program Cycle 2 funds in the amount of \$4,038,000 and authorize the City Manager (the “Authorized Representative”) to sign and execute, for and on behalf of the Entity, such Agreement and any amendments thereto;

**WHEREAS**, the City desires that the Authorized Representative is designated to represent the Entity in carrying out the Entity’s responsibilities under the agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council has made the following findings with respect to the project:

1. That the of the City of Willows does hereby accept the allocation of \$4,038,000 of Clean California Local Grant Program Cycle 2 funds and authorize the City Manager to be the Authorized Representative to execute the Grant Agreement and any amendments thereto with the California Department of Transportation.

2. The Authorized Representative or designee is hereby authorized and directed to sign and file, for and on behalf of the City, a financing agreement from the State Department of Transportation for the design and construction of the Project.
3. The Authorized Representative, or his/her designee, is designated to represent the City in carrying out the City's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council on this 14th day of November, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

\_\_\_\_\_  
Richard Thomas, Mayor

\_\_\_\_\_  
Amos Hoover, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Carolyn Walker, City Attorney



---

Date: November 14, 2023  
To: Honorable Mayor and Councilmembers  
From: Marti Brown, City Manager  
Carolyn Walker, City Attorney  
Subject: Temporary Law Enforcement Agreement with the Glenn County Sheriff's Office

---

**Recommendation:**

Approve the attached revised Temporary Law Enforcement Agreement with the Glenn County Sheriff's Office from July 1, 2023, through December 31, 2023, and pay the County \$1,285,306.

**Rationale for Recommendation:**

The City has been without a law enforcement services agreement since June 30, 2023. This Temporary Agreement is intended to ensure law enforcement services through December 31, 2023, while the City determines next steps toward a long-term law enforcement solution.

**Background:**

The City has been in negotiations with the Glenn County Sheriff's Office since June 2022 and recently settled on the attached temporary agreement through December 31, 2023, while the City of Willows determines next steps for providing long-term law enforcement services to the citizens of Willows.

**Discussion & Analysis:**

The City has been negotiating with the Glenn County Sheriff's Office and County Counsel regarding the terms of the attached temporary law enforcement agreement for the past two weeks. The attached agreement as well as the redline version and the agreement approved by the Glenn County Board of Supervisors on November 7 is the culmination of months of negotiations (since June).

The agreement provides a slight reprieve from immediate negotiations with the Sheriff's Office while the City considers all its options for future law enforcement services and a plan of action moving forward – both in the short- and long-term.

**Fiscal Impact:**

The cost of the recommended contract from July 1, 2023, through December 31, 2023, is \$1,285,306. The current approved budget for law enforcement services is \$1.6 million.

**Attachments:**

- Attachment 1: Final Contract approved by the Board of Supervisors (BOS)
- Attachment 2: Final clean contract sent to the County from the City
- Attachment 3: Final redlined contract version (sent to the County from the City)

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN THE COUNTY OF GLENN  
AND THE CITY OF WILLOWS**

This Municipal Law Enforcement Services Agreement (hereinafter referred to as "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COUNTY OF GLENN, (hereinafter referred to as "County") and the CITY OF WILLOWS (hereinafter referred to as "City"), the County and the City each a "Party" and jointly the "Parties".

**RECITALS**

**WHEREAS**, the County of Glenn provides law enforcement services throughout the unincorporated areas of Glenn County, California;

**WHEREAS**, the City of Willows is responsible for providing law enforcement services within the municipal boundaries of the City of Willows;

**WHEREAS**, the City is desirous of contracting with the County for the performance of law enforcement services by the Glenn County Sheriff's Department;

**WHEREAS**, the County is agreeable to providing law enforcement services to the City of Willows;

**WHEREAS**, California Government Code Sections 51300, et seq., and 54980, et seq. authorize such law enforcement services agreements;

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the respective covenants and commitments of the Parties set forth herein, and on the terms and conditions set forth below, the Parties agree as follows:

**1.0 EFFECTIVE DATE**

This Agreement shall become effective upon execution of both parties and is specifically intended to cover the period of July 1, 2023 through December 31, 2023.

**2.0 SCOPE OF SERVICES**

2.1 The County agrees, through the Sheriff of the County of Glenn (hereinafter referred to as "Sheriff"), to continue to provide full general law enforcement services within the incorporated limits of the City to the extent and in the manner hereinafter set forth in this Agreement.

2.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the County Code and the statutes of the State of California, and under the City's Municipal Codes.

2.3 "Full General Law Enforcement Services" (the "Services") shall include, but are not limited to the services listed in Attachment "A", emergency and non-emergency law enforcement response, patrol, traffic enforcement, traffic collision investigation, criminal investigations, animal control, dispatch services, all Sheriff clerical



functions, Public Record Act requests as they relate to the Sheriff's Department, code enforcement duties, and all other calls for law enforcement services provided by Sheriff in its normal course, as well as the payment of booking fees.

### **3.0 METHODS AND STANDARDS OF PERFORMANCE**

3.1 The County shall provide the full general law enforcement services to the City 24 hours per day, 7 days a week.

3.2 All County employees assigned to provide services hereunder will be sufficiently trained and experienced to perform the Services to the City of Willows.

3.3 The Sheriff shall determine the most advantageous, efficient and effective means for providing the 24-hour per day service to the City. Final authority for the determination of the priority of response shall rest with the Sheriff within the response time criteria provided in this Agreement.

3.4 The County shall maintain sufficient staffing in the City to provide a response time averaging:

a. Within FIVE (5) minutes for "Crimes of Violence" (as defined by DOJ – Bureau of Justice Statistics) or "in-progress" crimes.

b. Within TEN (10) minutes to an hour for "Property Crimes" (as defined by DOJ – Bureau of Justice Statistics) or "cold calls" for service.

3.5 The Sheriff shall appoint an administrative staff member (with rank of Lieutenant or higher) to be the primary point of contact and administrator for all Services provided to the City hereunder.

3.6 The County shall provide a detailed monthly report to the City of activities undertaken in performance of the Services under this Agreement. This report should include (at minimum) an overview of general activity, arrests, traffic enforcement, and average response times.

3.7 All services provided hereunder shall be under the control and at the direction of the Sheriff. The Sheriff shall exercise his judgment as he deems proper and appropriate. Standards of performance, discipline of deputies control of personnel assigned, and all other matters incident to the performance of services hereunder shall remain with the County.

3.8 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the City and memorialized in writing.

3.9 County shall furnish and supply all necessary labor, supervision, transportation, equipment, communication facilities, and supplies necessary to provide the Services to be rendered hereunder.

3.10 No County employee assigned to provide service hereunder shall have any claim or right to employment, salary, benefits or claims of any kind from the City. The City shall not assume any liability for the direct payment of any Sheriff's Department salaries, wages, retirement, benefits or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be

liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.

#### **4.0 TERM OF AGREEMENT**

4.1 The term of this Agreement shall be for the period of six (6) months beginning at 12:01 a.m. on July 1, 2023 and ending at 11:59 p.m. on December 31, 2023.

##### **4.2 Termination:**

a. This Agreement may be terminated by either party with thirty (30) days written notice.

b. In the event of termination, County shall provide City reimbursement payment for any portion of the term where Services are not provided under this Agreement.

c. In the event of termination, each Party shall fully discharge all obligations owed to the other Party on the date of termination and, except as provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

4.3 **Expiration of Term:** The Parties agree that the County shall have no obligation to provide Services after 11:59 p.m. on December 31, 2023, and that all Services contemplated by this Agreement shall cease at that time. Nothing in this section shall limit the Parties ability to enter into a new agreement for the same or similar services after expiration of this Agreement.

4.4 The Parties agree that the provisions of Section 51302 of the California Government Code shall not apply to this Agreement and that there shall be no extension of the term set forth in Section 4.1, above, without the express, written agreement of the Parties.

#### **5.0 COMPENSATION & PAYMENT**

5.1 For all Services provided under this Agreement, City shall pay County the lump sum amount of:

**ONE MILLION, TWO HUNDRED AND EIGHTY-FIVE THOUSAND, THREE HUNDRED AND SIX DOLLARS  
(\$1,285,306.00)**

5.2 City shall pay the amount set forth in Section 5.1, above, upon execution of this Agreement. Payment of this amount shall be a condition precedent to any obligation that the County may have to provide Services under this Agreement.

5.3 Pursuant to section 51350 of the California Government Code, the Parties hereby agree that the amount set forth in Section 5.1 above are the costs which will be incurred by the County for purposes contemplated by this Agreement and that this amount does not include either as a direct or an indirect overhead charge, any portion of those costs which are attributable to services made available to all portions of the county, as determined by resolution of the board of supervisors, or which are general overhead costs of operation of the county government.

#### **6.0 INDEMNIFICATION**

The County hereby indemnifies, defends and holds harmless the City, its Council members, officers, directors, employees, attorneys and agents against and from any and all liabilities, losses, demands, actions, expenses or claims, including but not limited to reasonable attorney's fees and court costs from loss, damage or injury

to any person or property, or for reason of anything done, permitted to be done, or omitted to be done by the Sheriff's personnel in providing or failing to provide general law enforcement services to the City by Sheriff's personnel or caused by the negligence or misconduct of Sheriff's personnel in providing or failing to provide general law enforcement services to the City by Sheriff's personnel. This indemnification obligation shall survive the termination of this Agreement.

## **7.0 NOTICES**

Any notice permitted or required under this Agreement shall be sent as provided below and shall be effective (a) immediately, if personally served or if emailed or faxed and the sending Party can reasonably demonstrate receipt, or (b) if delivered by mail, two (2) business days following its deposit in U.S. Mail, properly addressed and postage prepaid. Either Party may change its address and other contact information by providing notice to the other Party in the manner set forth in this section:

Notices to County of Glenn shall be addressed as follows:

Glenn County Sheriff  
543 W. Oak Street  
Willows, CA 95988  
Phone: 530-934-6441  
Fax: 530-934-6473

With a copy to:

Glenn County Counsel  
525 Sycamore Street  
Willows, CA 95988  
Phone: 530-934-6455  
Fax: 530-934-6457

Notices to City of Willows shall be addressed as follows:

City Manager  
201 North Lassen Street  
Willows, CA 95988  
Phone: 530-934-7041  
Fax: 530-934-7402

With a copy to:

City Attorney, Attn: Carolyn Walker  
2240 Court Street  
Redding, CA 96001  
Phone: 530-691-0800  
Fax: 530-691-0700

**8.0 RELATIONSHIP OF THE PARTIES.**

8.1 Neither Party hereto shall be the employer, partner, agent, joint venturer or principal of the other. The County shall not, for any purpose or reason whatsoever, claim or imply that any officer, employee, contractor or agent providing services under this Agreement is an employee or contractor of City. No County officer, employee, contractor or agent shall be entitled to any benefits accorded to employees of the City.

8.2 County shall be responsible for providing, at County's sole expense and in County's name, compensation and such statutory benefits as are required and discretionary benefits as it elects to its officers, employees and agents providing services hereunder. County shall at all times, at its sole expense, obtain and maintain in effect all such licenses and permits usual or necessary to perform the services contemplated under this Agreement.

**9.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written amendment duly adopted by the County Board of Supervisors and the City Council.

**10.0 EXHIBITS:**

All "Exhibits" referred to below or attached herein are by this reference incorporated into this Agreement:

<b>Exhibit Designation</b>	<b>Exhibit Title</b>
Exhibit A	Services to be Provided to City

**11.0 AUTHORIZATION WARRANTY**

11.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

11.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

**12.0 MISCELLANEOUS**

12.1 **Good Faith Negotiations.** The City and the Sheriff/County agree to engage in good faith negotiations and fully cooperate with each other for a future services contract. This includes the Sheriff providing full and open disclosure of financial documents and budget related reports for the cost analysis, planning and staffing of a future contract between the Parties.

12.2 **Entire Agreement.** This Agreement and any executed amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 9.0 of this Agreement.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**

12.3 **Limitations on Contracts.** No person or organization shall be deemed or intended to be a third-party beneficiary of any terms of this Agreement.

12.4 **Attorney’s Fees & Costs.** In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including court costs, attorney’s fees, and all other related expenses incurred in such litigation. In the event of a pre-trial settlement of litigation or arbitration between the Parties, allocation of such fees and costs shall be determined by that settlement process.

12.5 **Mediation.** The Parties agree to mediate any dispute or claim arising between them out of this Agreement before resorting to court action. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, (i) any Party commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, any Party refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action.

12.6 **Governing Law, Jurisdiction and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of California. All suits, proceedings and other actions relating to or arising out of this Agreement shall be submitted to the jurisdiction of the courts of the State of California, or the Federal District Court for the Eastern District of California, and proper venue shall be Glenn County, California.

12.7 **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and supersedes all prior agreements, understandings and contracts between the Parties with respect to the specific subject matter hereof.

12.8 **Waiver.** No failure or delay by either Party in exercising any rights, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

12.9 **Severability.** In the event that any provision of this Agreement shall be declared by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the County of Glenn, by order of its Board of Supervisors, has caused this Agreement to be executed by the Chairman of said Board and attested by the Clerk of the Board of Supervisors thereof, and the City of Willows, by order of the Willows City Council, has caused this Agreement to be executed by the Mayor of the City and attested to by the City Clerk.

COUNTY OF GLENN

CITY OF WILLOWS

By: \_\_\_\_\_  
Grant Carmon, Chairman  
Glenn County Board of Supervisors

By: \_\_\_\_\_  
Richard Thomas, Mayor  
Willows City Council

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**

ATTEST:  
Clerk, Board of Supervisors

ATTEST:  
Willows City Clerk

By: \_\_\_\_\_  
Scott H. De Moss

By: \_\_\_\_\_  
Amos Hoover

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
William J. Vanasek  
Glenn County Counsel

By: \_\_\_\_\_  
Carolyn Walker  
Willows City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**

**EXHIBIT A:  
SERVICES PROVIDED TO THE CITY**

**ANIMAL CONTROL**

**ANNUAL PERCENTAGE OF ANIMAL CONTROL CALLS FOR SERVICE**

FISCAL YEAR ENDING 6/30	2017	2018	2019	2020	2021	2022	2023 YTD			
TOTAL ANNUAL CALLS	2318	2123	2200	1835	1902	2001	2062			
CALL DISTRIBUTION										
WILLOWS	NDA	NDA	NDA	NDA	438	531	452	1951.5	24.8271%	21.9205%
ORLAND	NDA	NDA	NDA	NDA	417	425	470	484.5	21.5731%	22.7934%
COUNTY	NDA	NDA	NDA	NDA	1047	1045	1140	1046	53.5998%	55.2861%

\*\*NOTE: NO JURIS SPLIT DATA AVAILABLE FOR 2017-2020\*\*

**ANNUAL PERCENTAGE OF ANIMAL CONTROL SHELTER CASES INTAKE**

FISCAL YEAR ENDING 6/30	2017	2018	2019	2020	2021	2022	2023 YTD			
TOTAL ANNUAL CASES	925	752	845	636	648	592	630			
CASE DISTRIBUTION										
WILLOWS	211	186	206	137	152	177	155	733	24.3065%	24.6032%
ORLAND	228	169	226	154	134	128	143	178.1666667	23.6244%	22.6984%
COUNTY	486	397	413	345	362	287	332	381.6666667	52.0691%	52.6984%

**ANIMAL CONTROL ANNUAL EXPENSES**

FISCAL YEAR ENDING 6/30	2017	2018	2019	2020	2021	2022	2023 YTD
TOTAL ANNUAL EXPENSES	266,906.97	287,502.63	275,200.90	318,336.85	326,006.11	398,573.00	409,260.00
CASE % DISTRIBUTION							
WILLOWS ANNUAL	22.8108%	24.7340%	24.3787%	21.5409%	23.4568%	29.8986%	24.6032%
ORLAND	24.6486%	22.4734%	26.7456%	24.2138%	20.6790%	21.6216%	22.6984%
COUNTY	52.5405%	52.7926%	48.8757%	54.2453%	55.8642%	48.4797%	52.6984%

TOTAL ANNUAL CONTRACT FEE	2017	2018	2019	2020	2021	2022	2023	2017-2023 TOTAL
WILLOWS	55,000.00	55,000.00	56,375.00	57,784.38	59,228.98	60,709.71	110,005.85 **	454,103.92
ORLAND	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	385,000.00

\*\*INCLUDES ADDITIONAL 49K\*\*

DEPARTMENTAL EMPLOYEE USAGE FOR WILLOWS: ANIMAL CONTROL			
POSITION	QUANTITY	COST EACH	TOTAL
AC CSO	0.4968	96,917.23	48,148.48
TOTAL (24.8401% OF OVERALL BUDGETED S/B)			48,148.48
SHELTERING SVCS	0.248401	166,680.00	41,403.48
FLEET EXPENSES	0.248401	37,660.00	9,354.78
TOTAL (24.8401% OF OVERALL BUDGETED S/S)			50,758.26
TOTAL			98,906.74



**DISPATCH**

**ANNUAL PERCENTAGE OF CALL VOLUME**

FISCAL YEAR ENDING 6/30	2017	2018	2019	2020	2021	2022	2023 YTD		TOTAL 5 YR AVG % OF ANNUAL CALLS	TOTAL 3 YR AVG % OF ANNUAL CALLS	2023 YTD % OF ANNUAL CALLS
TOTAL ANNUAL CALLS	14869	14401	15436	15930	20011	19683	20471				
CALL VOLUME DISTRIBUTION	14869	14401	15436	15930	20011	19683	20471	100330		55624	
WILLOWS	2879	2534	2693	3237	4950	4870	4913	21163	21.0934%	13057	23.9998%
ORLAND	2908	2693	2842	3078	5795	5907	6248	23223	23.1466%	14780	30.5212%
COUNTY	9082	9174	9901	9615	9266	8906	9310	55944	55.7600%	27787	45.4790%

**\*\*NOTE: CITY TOTALS DO NOT INCLUDE FIRE RESPONSE FOR YEARS 2017-2020\*\***

**DISPATCH ANNUAL EXPENSES**

FISCAL YEAR ENDING 6/30	2017	2018	2019	2020	2021	2022	2023 YTD
TOTAL ANNUAL EXPENSES	536,507.38	539,370.99	662,354.74	769,025.11	770,002.10	1,184,384.00	1,446,019.00
CALL VOLUME % DISTRIBUTION							
WILLOWS	19.3624%	17.5960%	17.4462%	20.3202%	24.7364%	24.7422%	23.9998%
ORLAND	19.5575%	18.7001%	18.4115%	19.3220%	28.9591%	30.0107%	30.5212%
COUNTY	61.0801%	63.7039%	64.1423%	60.3578%	46.3045%	45.2472%	45.4790%

DEPARTMENTAL EMPLOYEE USAGE FOR WILLOWS: DISPATCH			
POSITION	QUANTITY	COST EACH	TOTAL
DISPATCHER	2,112,633	97,337.99	205,639.45
<b>TOTAL (23.4737% OF OVERALL BUDGETED S/B)</b>			<b>205,639.45</b>

TOTAL ANNUAL CONTRACT FEE	2017	2018	2019	2020	2021	2022	2023	2017-2023 TOTAL
WILLOWS	93,000.00	93,000.00	95,325.00	97,708.13	100,150.83	102,654.60	105,734.24	687,572.80
ORLAND	93,000.00	93,000.00	93,000.00	93,000.00	93,000.00	93,000.00	93,000.00	651,000.00

**\*\*DOES NOT INCLUDE FIRE DISPATCH PAYMENT\*\***

**\*\*DOES NOT INCLUDE FIRE DISPATCH PAYMENT\*\***

LAW ENFORCEMENT SERVICES

ANNUAL PERCENTAGE OF CALL VOLUME (INCLUDES ALL CITY CADS AND INCIDENTS ONLY REQUIRING CALL SUMMARY/CAD)

FISCAL YEAR ENDING 6/30	2017	2018	2019	2020	2021	2022	2023 YTD		TOTAL 5 YR AVG % OF ANNUAL CALLS	TOTAL 3 YR AVG % OF ANNUAL CALLS	2023 YTD % OF ANNUAL CALLS
TOTAL ANNUAL CALLS	14869	14401	15436	15930	20011	19683	20471				
CALL VOLUME DISTRIBUTION	14869	14401	15436	15930	20011	19683	20471	100330		55624	
WILLOWS	2879	2534	2693	3237	4950	4870	4913	21163	21.0934%	13057	23.4737%
ORLAND	2908	2693	2842	3078	5795	5907	6248	23223	23.1466%	14780	26.5713%
COUNTY	9082	9174	9901	9615	9266	8906	9310	55944	55.7600%	27787	49.9551%

\*\*NOTE: CITY TOTALS INCLUDE FIRE RESPONSE FOR ALL YEARS\*\*

ANNUAL PERCENTAGE OF SHERIFF'S CASELOAD (INCIDENTS REQUIRING FULL REPORT BEYOND CALL SUMMARY, INCLUDING CORONER'S CASES)

FISCAL YEAR ENDING 6/30	2017	2018	2019	2020	2021	2022	2023 YTD		TOTAL 2 YR AVG % OF ANNUAL CASELOAD	2023 YTD % OF ANNUAL CASELOAD
TOTAL ANNUAL CASES	3080	5773	6048	4975	1700	1666	1566			
CASE DISTRIBUTION	0	0	0	0	1700	1666	1566	1683		
WILLOWS	NDA	NDA	NDA	NDA	781	817	758	799	47.4747%	48.4036%
ORLAND	NDA	NDA	NDA	NDA	135	84	60	109.5	6.5062%	3.8314%
COUNTY	NDA	NDA	NDA	NDA	784	765	748	774.5	46.0190%	47.7650%

\*\*NOTE: NO JURIS SPLIT DATA AVAILABLE FOR 2017-2020, BUT ANNUAL TOTAL FOR THESE YEARS DO NOT INCLUDE ORLAND DATA UNLESS CORONER'S CASE. NEW RMS SYSTEM IMPLEMENTED IN MAY 2020 TRACKS LOWER-LEVEL INCIDENTS IN CALLS RATHER THAN CASES RESULTING IN LOWER OVERALL CASE NUMBERS FOR 2021-2023\*\*

SHERIFF'S OFFICE ANNUAL EXPENSES

FISCAL YEAR ENDING 6/30	2017	2018	2019	2020	2021	2022	2023 YTD		2024	2017-2023 TOTAL
TOTAL ANNUAL EXPENSES	4,258,195.77	5,694,303.68	6,057,411.00	6,150,881.81	7,183,133.07	7,131,945.45	7,927,024.00			
CALL VOLUME % DISTRIBUTION										
WILLOWS	19.3624%	17.5960%	17.4462%	20.3202%	24.7364%	24.7422%	23.9998%			
ORLAND	19.5575%	18.7001%	18.4115%	19.3220%	28.9591%	30.0107%	30.5212%			
COUNTY	61.0801%	63.7039%	64.1423%	60.3578%	46.3045%	45.2472%	45.4790%			
CASE LOAD % DISTRIBUTION										
WILLOWS	NDA	NDA	NDA	NDA	45.9412%	49.0396%	48.4036%			
ORLAND	NDA	NDA	NDA	NDA	7.9412%	5.0420%	3.8314%			
COUNTY	NDA	NDA	NDA	NDA	46.1176%	45.9184%	47.7650%			
TOTAL ANNUAL CONTRACT FEE										
WILLOWS	1,193,999.96	1,223,849.92	1,254,446.17	1,285,807.31	1,317,952.53	1,359,016.31	1,365,072.20	WILLOWS PROPOSED	1,621,999.09	7,635,072.20
TOTAL WILLOWS PAYMENTS	1,341,999.96	1,375,549.92	1,409,938.88	1,445,187.12	1,481,316.84	1,574,756.40	1,621,999.09	3% INCREASE	1,621,999.09	8,628,748.92
SERVICE COST TO PAYMENT DIFFERENCE (NECESSARY STAFFING LEVEL)										(948,614.46)

DEPARTMENTAL EMPLOYEE NEEDS FOR WILLOWS: LAW ENFORCEMENT			
POSITION	QUANTITY	COST EACH	TOTAL
LIEUTENANT (EXISTING)	1	196,311.15	196,311.15
DEPUTY (EXISTING)	7	151,754.54	1,062,281.78
DEPUTY (ADDITIONAL)	2	151,754.54	303,509.09
EVIDENCE TECH	0.5	96,917.23	48,458.62
CLERICAL	1	110,144.29	110,144.29
DETECTIVE	1	177,455.13	177,455.13
SERGEANT	1	185,079.92	185,079.92
TOTAL	13.5		2,083,239.97
OFFICE EXPENSES	0.234737	18,000.00	4,225.27
CLOTHING PERSONAL SUPPLIES	12	1,119.51	13,434.12
TOTAL (23.4737% OF OVERALL BUDGETED 5/S)			17,659.39
FLEET EXP PER AVG WPD VEHICLE	12	13,764.00	165,168.00
TOTAL (WPD FLEET)			165,168.00
TOTAL			2,266,067.36
ALL SERVICES GRAND TOTAL FY 23-24			2,570,613.55

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN THE COUNTY OF GLENN  
AND THE CITY OF WILLOWS**

This Municipal Law Enforcement Services Agreement (hereinafter referred to as "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COUNTY OF GLENN, (hereinafter referred to as "County") and the CITY OF WILLOWS (hereinafter referred to as "City"), the County and the City each a "Party" and jointly the "Parties".

**RECITALS**

**WHEREAS**, the County of Glenn provides law enforcement services throughout the unincorporated areas of Glenn County, California;

**WHEREAS**, the City of Willows is responsible for providing law enforcement services within the municipal boundaries of the City of Willows;

**WHEREAS**, the City is desirous of contracting with the County for the performance of law enforcement services by the Glenn County Sheriff's Department;

**WHEREAS**, the County is agreeable to providing law enforcement services to the City of Willows;

**WHEREAS**, California Government Code Sections 51300, et seq., and 54980, et seq. authorize such law enforcement services agreements;

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the respective covenants and commitments of the Parties set forth herein, and on the terms and conditions set forth below, the Parties agree as follows:

**1.0 EFFECTIVE DATE**

This Agreement shall become effective upon execution of both parties and is specifically intended to cover the period of July 1, 2023 through December 31, 2023.

**2.0 SCOPE OF SERVICES**

2.1 The County agrees, through the Sheriff of the County of Glenn (hereinafter referred to as "Sheriff"), to continue to provide full general law enforcement services within the incorporated limits of the City to the extent and in the manner hereinafter set forth in this Agreement.

2.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the County Code and the statutes of the State of California, and under the City's Municipal Codes.

2.3 "Full General Law Enforcement Services" (the "Services") shall include, but are not limited to the services listed in Attachment "A", emergency and non-emergency law enforcement response, patrol, traffic enforcement, traffic collision investigation, criminal investigations, animal control, dispatch services, all Sheriff clerical

functions, Public Record Act requests as they relate to the Sheriff's Department, code enforcement duties, and all other calls for law enforcement services provided by Sheriff in its normal course, as well as the payment of booking fees.

### **3.0 METHODS AND STANDARDS OF PERFORMANCE**

3.1 The County shall provide the full general law enforcement services to the City 24 hours per day, 7 days a week.

3.2 All County employees assigned to provide services hereunder will be sufficiently trained and experienced to perform the Services to the City of Willows.

3.3 The Sheriff shall determine the most advantageous, efficient and effective means for providing the 24-hour per day service to the City. Final authority for the determination of the priority of response shall rest with the Sheriff within the response time criteria provided in this Agreement.

3.4 The County shall maintain sufficient staffing in the City to provide a response time averaging:

a. Within FIVE (5) minutes for "Crimes of Violence" (as defined by DOJ – Bureau of Justice Statistics) or "in-progress" crimes.

b. Within TEN (10) minutes to an hour for "Property Crimes" (as defined by DOJ – Bureau of Justice Statistics) or "cold calls" for service.

3.5 The Sheriff shall appoint an administrative staff member (with rank of Lieutenant or higher) to be the primary point of contact and administrator for all Services provided to the City hereunder.

3.6 The County shall provide a detailed monthly report to the City of activities undertaken in performance of the Services under this Agreement. This report should include (at minimum) an overview of general activity, arrests, traffic enforcement, and average response times.

3.7 All services provided hereunder shall be under the control and at the direction of the Sheriff. The Sheriff shall exercise his judgment as he deems proper and appropriate. Standards of performance, discipline of deputies control of personnel assigned, and all other matters incident to the performance of services hereunder shall remain with the County.

3.8 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the City and memorialized in writing.

3.9 County shall furnish and supply all necessary labor, supervision, transportation, equipment, communication facilities, and supplies necessary to provide the Services to be rendered hereunder.

3.10 No County employee assigned to provide service hereunder shall have any claim or right to employment, salary, benefits or claims of any kind from the City. The City shall not assume any liability for the direct payment of any Sheriff's Department salaries, wages, retirement, benefits or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be

liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.

#### 4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall be for the period of six (6) months beginning at 12:01 a.m. on July 1, 2023 and ending at 11:59 p.m. on December 31, 2023.

##### 4.2 Termination:

a. This Agreement may be terminated by either party with thirty (3) days written notice.

b. In the event of termination, County shall provide City reimbursement payment for any portion of the term where Services are not provided under this Agreement.

c. In the event of termination, each Party shall fully discharge all obligations owed to the other Party on the date of termination and, except as provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

4.3 **Expiration of Term:** The Parties agree that the County shall have no obligation to provide Services after 11:59 p.m. on December 31, 2023, and that all Services contemplated by this Agreement shall cease at that time. Nothing in this section shall limit the Parties ability to enter into a new agreement for the same or similar services after expiration of this Agreement.

4.4 The Parties agree that the provisions of Section 51302 of the California Government Code shall not apply to this Agreement and that there shall be no extension of the term set forth in Section 4.1, above, without the express, written agreement of the Parties.

#### 5.0 COMPENSATION & PAYMENT

5.1 For all Services provided under this Agreement, City shall pay County the lump sum amount of:

**ONE MILLION, TWO HUNDRED AND EIGHTY-FIVE THOUSAND, THREE HUNDRED AND SIX DOLLARS  
(\$1,285,306.00)**

5.2 City shall pay the amount set forth in Section 5.1, above, upon execution of this Agreement. Payment of this amount shall be a condition precedent to any obligation that the County may have to provide Services under this Agreement.

5.3 Pursuant to section 51350 of the California Government Code, the Parties hereby agree that the amount set forth in Section 5.1 above are the costs which will be incurred by the County for purposes contemplated by this Agreement and that this amount does not include either as a direct or an indirect overhead charge, any portion of those costs which are attributable to services made available to all portions of the county, as ~~determined~~determined by ~~law~~, resolution of the board of supervisors, or which are general overhead costs of operation of the county government.

#### 6.0 INDEMNIFICATION

The County hereby indemnifies, defends and holds harmless the City, its Council members, officers, directors, employees, attorneys and agents against and from any and all liabilities, losses, demands, actions,

expenses or claims, including but not limited to reasonable attorney's fees and court costs from loss, damage or injury to any person or property, or for reason of anything done, permitted to be done, or omitted to be done by the Sheriff's personnel in providing or failing to provide general law enforcement services to the City by Sheriff's personnel or caused by the negligence or misconduct of Sheriff's personnel in providing or failing to provide general law enforcement services to the City by Sheriff's personnel. This indemnification obligation shall survive the termination of this Agreement.

## 7.0 NOTICES

Any notice permitted or required under this Agreement shall be sent as provided below and shall be effective (a) immediately, if personally served or if emailed or faxed and the sending Party can reasonably demonstrate receipt, or (b) if delivered by mail, two (2) business days following its deposit in U.S. Mail, properly addressed and postage prepaid. Either Party may change its address and other contact information by providing notice to the other Party in the manner set forth in this section:

Notices to County of Glenn shall be addressed as follows:

Glenn County Sheriff  
543 W. Oak Street  
Willows, CA 95988  
Phone: 530-934-6441  
Fax: 530-934-6473

With a copy to:

Glenn County Counsel  
525 Sycamore Street  
Willows, CA 95988  
Phone: 530-934-6455  
Fax: 530-934-6457

Notices to City of Willows shall be addressed as follows:

City Manager  
201 North Lassen Street  
Willows, CA 95988  
Phone: 530-934-7041  
Fax: 530-934-7402

With a copy to:

City Attorney, Attn: Carolyn Walker  
2240 Court Street  
Redding, CA 96001  
Phone: 530-691-0800  
Fax: 530-691-0700

**8.0 RELATIONSHIP OF THE PARTIES.**

8.1 Neither Party hereto shall be the employer, partner, agent, joint venturer or principal of the other. The County shall not, for any purpose or reason whatsoever, claim or imply that any officer, employee, contractor or agent providing services under this Agreement is an employee or contractor of City. No County officer, employee, contractor or agent shall be entitled to any benefits accorded to employees of the City.

8.2 County shall be responsible for providing, at County's sole expense and in County's name, compensation and such statutory benefits as are required and discretionary benefits as it elects to its officers, employees and agents providing services hereunder. County shall at all times, at its sole expense, obtain and maintain in effect all such licenses and permits usual or necessary to perform the services contemplated under this Agreement.

**9.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written amendment duly adopted by the County Board of Supervisors and the City Council.

**10.0 EXHIBITS:**

All "Exhibits" referred to below or attached herein are by this reference incorporated into this Agreement:

<b>Exhibit Designation</b>	<b>Exhibit Title</b>
Exhibit A	Services to be Provided to City

**11.0 AUTHORIZATION WARRANTY**

11.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

11.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

**12.0 MISCELLANEOUS**

12.1 **Good Faith Negotiations.** The City and the Sheriff/County agree to engage in good faith negotiations and fully cooperate with each other for a future services contract. This includes the Sheriff providing full and open disclosure of financial documents and budget related reports for the cost analysis, planning and staffing of a future contract between the Parties.

12.2 **Entire Agreement.** This Agreement and any executed amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 9.0 of this Agreement.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**

12.3 **Limitations on Contracts.** No person or organization shall be deemed or intended to be a third-party beneficiary of any terms of this Agreement.

12.4 **Attorney’s Fees & Costs.** In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including court costs, attorney’s fees, and all other related expenses incurred in such litigation. In the event of a pre-trial settlement of litigation or arbitration between the Parties, allocation of such fees and costs shall be determined by that settlement process.

12.5 **Mediation.** The Parties agree to mediate any dispute or claim arising between them out of this Agreement before resorting to court action. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, (i) any Party commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, any Party refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action.

12.6 **Governing Law, Jurisdiction and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of California. All suits, proceedings and other actions relating to or arising out of this Agreement shall be submitted to the jurisdiction of the courts of the State of California, or the Federal District Court for the Eastern District of California, and proper venue shall be Glenn County, California.

12.7 **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and supersedes all prior agreements, understandings and contracts between the Parties with respect to the specific subject matter hereof.

12.8 **Waiver.** No failure or delay by either Party in exercising any rights, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

12.9 **Severability.** In the event that any provision of this Agreement shall be declared by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the County of Glenn, by order of its Board of Supervisors, has caused this Agreement to be executed by the Chairman of said Board and attested by the Clerk of the Board of Supervisors thereof, and the City of Willows, by order of the Willows City Council, has caused this Agreement to be executed by the Mayor of the City and attested to by the City Clerk.

COUNTY OF GLENN

CITY OF WILLOWS

By: \_\_\_\_\_  
Grant Carmon, Chairman  
Glenn County Board of Supervisors

By: \_\_\_\_\_  
Richard Thomas, Mayor  
Willows City Council

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**

ATTEST:  
Clerk, Board of Supervisors

ATTEST:  
Willows City Clerk

By: \_\_\_\_\_  
Scott H. De Moss

By: \_\_\_\_\_  
Amos Hoover

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
William J. Vanasek  
Glenn County Counsel

By: \_\_\_\_\_  
Carolyn Walker  
Willows City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**

**EXHIBIT A:  
SERVICES PROVIDED TO THE CITY**

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN THE COUNTY OF GLENN  
AND THE CITY OF WILLOWS**

This Municipal Law Enforcement Services Agreement (hereinafter referred to as "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COUNTY OF GLENN, (hereinafter referred to as "County") and the CITY OF WILLOWS (hereinafter referred to as "City"), the County and the City each a "Party" and jointly the "Parties".

**RECITALS**

**WHEREAS**, the County of Glenn provides law enforcement services throughout the unincorporated areas of Glenn County, California;

**WHEREAS**, the City of Willows is responsible for providing law enforcement services within the municipal boundaries of the City of Willows;

**WHEREAS**, the City is desirous of contracting with the County for the performance of law enforcement services by the Glenn County Sheriff's Department;

**WHEREAS**, the County is agreeable to providing law enforcement services to the City of Willows;

**WHEREAS**, California Government Code Sections 51300, et seq., and 54980, et seq. authorize such law enforcement services agreements;

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the respective covenants and commitments of the Parties set forth herein, and on the terms and conditions set forth below, the Parties agree as follows:

**1.0 EFFECTIVE DATE**

This Agreement shall become effective upon execution of both parties and is specifically intended to cover the period of July 1, 2023 through December 31, 2023.

**2.0 SCOPE OF SERVICES**

2.1 The County agrees, through the Sheriff of the County of Glenn (hereinafter referred to as "Sheriff"), to continue to provide full general law enforcement services within the incorporated limits of the City to the extent and in the manner hereinafter set forth in this Agreement.

2.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the County Code and the statutes of the State of California, and under the City's Municipal Codes.

2.3 "Full General Law Enforcement Services" (the "Services") shall include, but are not limited to the services listed in Attachment "A", emergency and non-emergency law enforcement response, patrol, traffic enforcement, traffic collision investigation, criminal investigations, animal control, dispatch services, all Sheriff clerical

functions, Public Record Act requests as they relate to the Sheriff's Department, code enforcement duties, and all other calls for law enforcement services provided by Sheriff in its normal course, as well as the payment of booking fees.

### **3.0 METHODS AND STANDARDS OF PERFORMANCE**

3.1 The County shall provide the full general law enforcement services to the City 24 hours per day, 7 days a week.

3.2 All County employees assigned to provide services hereunder will be sufficiently trained and experienced to perform the Services to the City of Willows.

3.3 The Sheriff shall determine the most advantageous, efficient and effective means for providing the 24-hour per day service to the City. Final authority for the determination of the priority of response shall rest with the Sheriff within the response time criteria provided in this Agreement.

3.4 The County shall maintain sufficient staffing in the City to provide a response time averaging:

a. Within FIVE (5) minutes for "Crimes of Violence" (as defined by DOJ – Bureau of Justice Statistics) or "in-progress" crimes.

b. Within TEN (10) minutes to an hour for "Property Crimes" (as defined by DOJ – Bureau of Justice Statistics) or "cold calls" for service.

3.5 The Sheriff shall appoint an administrative staff member (with rank of Lieutenant or higher) to be the primary point of contact and administrator for all Services provided to the City hereunder.

3.6 The County shall provide a detailed monthly report to the City of activities undertaken in performance of the Services under this Agreement. This report should include (at minimum) an overview of general activity, arrests, traffic enforcement, and average response times.

3.7 All services provided hereunder shall be under the control and at the direction of the Sheriff. The Sheriff shall exercise his judgment as he deems proper and appropriate. Standards of performance, discipline of deputies control of personnel assigned, and all other matters incident to the performance of services hereunder shall remain with the County.

3.8 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the City and memorialized in writing.

3.9 County shall furnish and supply all necessary labor, supervision, transportation, equipment, communication facilities, and supplies necessary to provide the Services to be rendered hereunder.

3.10 No County employee assigned to provide service hereunder shall have any claim or right to employment, salary, benefits or claims of any kind from the City. The City shall not assume any liability for the direct payment of any Sheriff's Department salaries, wages, retirement, benefits or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be

liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.

#### 4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall be for the period of six (6) months beginning at 12:01 a.m. on July 1, 2023 and ending at 11:59 p.m. on December 31, 2023.

##### 4.2 Termination:

a. This Agreement may be terminated by either party with thirty (30) days written notice.

b. In the event of termination, County shall provide City reimbursement payment for any portion of the term where Services are not provided under this Agreement.

c. In the event of termination, each Party shall fully discharge all obligations owed to the other Party on the date of termination and, except as provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

**4.3 Expiration of Term: The Parties agree that the County shall have no obligation to provide Services after 11:59 p.m. on December 31, 2023, and that all Services contemplated by this Agreement shall cease at that time. Nothing in this section shall limit the Parties ability to enter into a new agreement for the same or similar services after expiration of this Agreement.**

4.4 The Parties agree that the provisions of Section 51302 of the California Government Code shall not apply to this Agreement and that there shall be no extension of the term set forth in Section 4.1, above, without the express, written agreement of the Parties.

#### 5.0 COMPENSATION & PAYMENT

5.1 For all Services provided under this Agreement, City shall pay County the lump sum amount of:

**ONE MILLION, TWO HUNDRED AND EIGHTY-FIVE THOUSAND, THREE HUNDRED AND SIX DOLLARS  
(\$1,285,306.00)**

5.2 City shall pay the amount set forth in Section 5.1, above, upon execution of this Agreement. Payment of this amount shall be a condition precedent to any obligation that the County may have to provide Services under this Agreement.

5.3 Pursuant to section 51350 of the California Government Code, the Parties hereby agree that the amount set forth in Section 5.1 above are the costs which will be incurred by the County for purposes contemplated by this Agreement and that this amount does not include either as a direct or an indirect overhead charge, any portion of those costs which are attributable to services made available to all portions of the county, as ~~determined~~ determined by law, resolution of the board of supervisors, or which are general overhead costs of operation of the county government.

#### 6.0 INDEMNIFICATION

The County hereby indemnifies, defends and holds harmless the City, its Council members, officers, directors, employees, attorneys and agents against and from any and all liabilities, losses, demands, actions,

expenses or claims, including but not limited to reasonable attorney's fees and court costs from loss, damage or injury to any person or property, or for reason of anything done, permitted to be done, or omitted to be done by the Sheriff's personnel in providing or failing to provide general law enforcement services to the City by Sheriff's personnel or caused by the negligence or misconduct of Sheriff's personnel in providing or failing to provide general law enforcement services to the City by Sheriff's personnel. This indemnification obligation shall survive the termination of this Agreement.

## 7.0 NOTICES

Any notice permitted or required under this Agreement shall be sent as provided below and shall be effective (a) immediately, if personally served or if emailed or faxed and the sending Party can reasonably demonstrate receipt, or (b) if delivered by mail, two (2) business days following its deposit in U.S. Mail, properly addressed and postage prepaid. Either Party may change its address and other contact information by providing notice to the other Party in the manner set forth in this section:

Notices to County of Glenn shall be addressed as follows:

Glenn County Sheriff  
543 W. Oak Street  
Willows, CA 95988  
Phone: 530-934-6441  
Fax: 530-934-6473

With a copy to:

Glenn County Counsel  
525 Sycamore Street  
Willows, CA 95988  
Phone: 530-934-6455  
Fax: 530-934-6457

Notices to City of Willows shall be addressed as follows:

City Manager  
201 North Lassen Street  
Willows, CA 95988  
Phone: 530-934-7041  
Fax: 530-934-7402

With a copy to:

City Attorney, Attn: Carolyn Walker  
2240 Court Street  
Redding, CA 96001  
Phone: 530-691-0800  
Fax: 530-691-0700

**8.0 RELATIONSHIP OF THE PARTIES.**

8.1 Neither Party hereto shall be the employer, partner, agent, joint venturer or principal of the other. The County shall not, for any purpose or reason whatsoever, claim or imply that any officer, employee, contractor or agent providing services under this Agreement is an employee or contractor of City. No County officer, employee, contractor or agent shall be entitled to any benefits accorded to employees of the City.

8.2 County shall be responsible for providing, at County's sole expense and in County's name, compensation and such statutory benefits as are required and discretionary benefits as it elects to its officers, employees and agents providing services hereunder. County shall at all times, at its sole expense, obtain and maintain in effect all such licenses and permits usual or necessary to perform the services contemplated under this Agreement.

**9.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written amendment duly adopted by the County Board of Supervisors and the City Council.

**10.0 EXHIBITS:**

All "Exhibits" referred to below or attached herein are by this reference incorporated into this Agreement:

<b>Exhibit Designation</b>	<b>Exhibit Title</b>
Exhibit A	Services to be Provided to City

**11.0 AUTHORIZATION WARRANTY**

11.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

11.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

**12.0 MISCELLANEOUS**

12.1 **Good Faith Negotiations.** The City and the Sheriff/County agree to engage in good faith negotiations and fully cooperate with each other for a future services contract. This includes the Sheriff providing full and open disclosure of financial documents and budget related reports for the cost analysis, planning and staffing of a future contract between the Parties.

12.2 **Entire Agreement.** This Agreement and any executed amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 9.0 of this Agreement.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**

12.3 **Limitations on Contracts.** No person or organization shall be deemed or intended to be a third-party beneficiary of any terms of this Agreement.

12.4 **Attorney’s Fees & Costs.** In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including court costs, attorney’s fees, and all other related expenses incurred in such litigation. In the event of a pre-trial settlement of litigation or arbitration between the Parties, allocation of such fees and costs shall be determined by that settlement process.

12.5 **Mediation.** The Parties agree to mediate any dispute or claim arising between them out of this Agreement before resorting to court action. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, (i) any Party commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, any Party refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action.

12.6 **Governing Law, Jurisdiction and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of California. All suits, proceedings and other actions relating to or arising out of this Agreement shall be submitted to the jurisdiction of the courts of the State of California, or the Federal District Court for the Eastern District of California, and proper venue shall be Glenn County, California.

12.7 **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and supersedes all prior agreements, understandings and contracts between the Parties with respect to the specific subject matter hereof.

12.8 **Waiver.** No failure or delay by either Party in exercising any rights, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

12.9 **Severability.** In the event that any provision of this Agreement shall be declared by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the County of Glenn, by order of its Board of Supervisors, has caused this Agreement to be executed by the Chairman of said Board and attested by the Clerk of the Board of Supervisors thereof, and the City of Willows, by order of the Willows City Council, has caused this Agreement to be executed by the Mayor of the City and attested to by the City Clerk.

COUNTY OF GLENN

CITY OF WILLOWS

By: \_\_\_\_\_  
Grant Carmon, Chairman  
Glenn County Board of Supervisors

By: \_\_\_\_\_  
Richard Thomas, Mayor  
Willows City Council

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**

ATTEST:  
Clerk, Board of Supervisors

ATTEST:  
Willows City Clerk

By: \_\_\_\_\_  
Scott H. De Moss

By: \_\_\_\_\_  
Amos Hoover

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
William J. Vanasek  
Glenn County Counsel

By: \_\_\_\_\_  
Carolyn Walker  
Willows City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**

**EXHIBIT A:  
SERVICES PROVIDED TO THE CITY**



---

Date: November 14, 2023  
To: Honorable Mayor and Councilmembers  
From: Marti Brown, City Manager  
Subject: City Budget & 1% Sales Tax Measure – Education Action Plan

---

**Recommendation:**

Receive presentation from staff and provide policy direction regarding plan of action for public education and discussion of the City’s budget, structural deficit, and how revenues from a 1% sales tax measure may be used to support city services.

**Rationale for Recommendation:**

The City Council declared a fiscal emergency on October 10, 2023, and voted to place a 1% sales tax on the March 2024 ballot measure. As a result, staff seeks Council direction regarding educating and/or communicating with the public on this topic.

**Background:**

In July of 2023, the City started the fiscal year with a structural deficit of more than \$400,000. After the results of negotiations with the Sheriff’s Office for a new law enforcement services agreement that jumped by nearly \$1 million in fiscal year 2023-24, the City’s new structural deficit is approximately \$1.4 million. As a result of the extreme increase in the city’s structural deficit and because the City would run out of reserves by fiscal year 2024-25, On October 10, 2023, the Willows City Council declared a fiscal emergency and authorized City staff to place a 1% sales tax measure on the March 2024 ballot.

**Discussion & Analysis:**

With the upcoming 1% sales tax measure on the March 2024 Presidential Primary ballot, staff seeks Council direction to educate the public on the ballot initiative. Should the Council wish to move forward with an education campaign, staff recommends the following plan of action (or some version thereof):

- Develop Objectives and a Public Budget Message.

- Launch an education campaign with an initial Town Hall Meeting.
- Create a separate website for the ballot measure educating the public about the City's Finances, structural deficit and how the City might use revenues from a sales tax.
- Create a separate Facebook page with regular posts.
- Create and mail at least two (if not three) direct mail pieces to registered voters or all Willows residents.
- Create and distribute educational materials and collateral.
- Produce and distribute a press kit.
- Conduct Town Hall meetings.
- Speakers' Bureau: Schedule meetings between Councilmembers with Civic and Church Groups.
- Send out Special electronic Newsletters in December, January and February highlighting the City's budget, structural deficit, and how sales tax monies could be used.
- Walk precincts distributing educational flyers.
- Write Letters to the Editor (from the Community).
- Consider placing ads - both hard copy and electronically – with various news outlets.

**Fiscal Impact:**

Should the Council wish to execute the above action plan, staff recommend allocating a budget of \$15,000.



# COMMENTS AND REPORTS



**CLOSED SESSION**