

**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 the day of complete execution, 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 and govern 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 covers the period of January 1, 2024 through June 30, 2026.

2.0 SCOPE OF SERVICES

2.1 The County agrees, through the Sheriff of the County of Glenn (hereinafter referred to as "Sheriff"), 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 following period: January 1, 2024 beginning at 12:01 a.m. and ending at 11:59 p.m. on June 30, 2026.

4.2 Termination:

a. This Agreement may be terminated by either party with 365 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 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.

4.4 The Parties agree that during the last year of the contract (July 1, 2025 to June 30, 2026), there may be amendments made to this agreement as the City begins to rebuild its police department and take over some of the duties and responsibilities currently assigned to the Sheriff's Department per this agreement. Any amendments must be in writing and executed by both parties.

5.0 COMPENSATION & PAYMENT

5.1 For all Services provided under this Agreement, City shall pay County the following:

January 1, 2024 to June 30, 2024: \$714,694
July 1, 2024 to June 30, 2025: \$2,000,000
July 1, 2025 to June 30, 2026: \$2,355,000

5.2 City shall pay the amounts set forth in Section 5.1, above, in monthly installments throughout the course of the Agreement, within 30 days of receipt of the County's invoice. Timely payment of each monthly 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:

Exhibit Designation	Exhibit Title
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 that they have engaged in good faith negotiations for this agreement. The Parties agree that the Sheriff will continue to provide a full and accurate account of their financial documents and budget related reports for the cost analysis, planning and staffing of this agreement 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

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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.

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 **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.

12.8 **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: _____

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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: _____

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

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT

PUBLIC SAFETY SERVICES AND PERSONNEL PROVIDED BY THE GLENN COUNTY SHERIFF'S OFFICE

In addition to Animal Care and Dispatch Services, the following public safety personnel will be dedicated to the City of Willows:

- One (1) full-time Lieutenant,
- One (1) full-time Sergeant,
- Nine (9) full-time Sheriff Deputies,
- One (1) full-time Detective, and
- Any and all administrative support services, personnel, equipment, supplies, and apparatus needed to provide full, 24-7 law enforcement protection and services.