



FOR IMMEDIATE RELEASE

June 10, 2026

Contact:

Evan Hutson, Mayor

City of Willows

ehutson@cityofwillows.org

(530) 934-7041

City of Willows Files Legal Action to Ensure Continuation of Law Enforcement Services

(WILLOWS, CA) — On June 9, 2026, the City of Willows filed a Petition for Writ of Mandate and Complaint for Injunctive Relief seeking a court order requiring Glenn County and the Glenn County Sheriff's Office (GCSO) to continue providing law enforcement services within the City after the current agreement expires on June 30, 2026 (Attachment 1), while negotiations for a successor agreement continue.

Since September 2025, the City of Willows has engaged in good faith bargaining with the Glenn County Sheriff's Office to negotiate a successor law enforcement services agreement starting in FY 2026-27. Despite extensive discussions, the parties have been unable to reach mutually acceptable terms. Attachment 2 provides a chronology of negotiations over the past 10 months.

On January 22, 2026, the GCSO presented two proposals for a successor agreement. The first would increase the annual contract amount from the current Fiscal Year 2025–26 level of \$2,355,000 to \$3,422,846. The second would require the City to hire a Police Chief while increasing the annual contract amount to \$2,848,447.

On February 9, 2026, the City submitted a counterproposal that would increase the current contract amount by the Consumer Price Index (CPI), then approximately 3%, plus an additional 1%, resulting in a proposed annual contract amount of \$2,449,200 for Fiscal Year 2026–27, with CPI-based adjustments in subsequent years.

On February 18, the GCSO emailed the City rejecting the counterproposal and remaining firm on its January 22 proposal. Upon receipt of the email response, the City twice requested an informal meeting with representatives of the Glenn County Sheriff's Office, members of the Board of Supervisors, and the County Administrator to discuss concerns regarding the current and proposed agreements. Except for Board Chair Carmon, County and GCSO representatives would not agree to meet.

As a result, on March 18, 2026, the City exercised its contractual right to mediation (Attachment 3) regarding the existing agreement and submitted California Public Records Act requests seeking information related to the provision of law enforcement services. To date, the City has not received complete responses to those requests.

On March 23, 2026, the GCSO informed the City via letter (Attachment 4) that it would not extend the existing agreement and restated the proposals previously presented in January 2026. The City disputes several factual assertions contained in that correspondence, including statements regarding the City's February 9 counterproposal and the timeline associated with Measure I, the sales tax measure approved by Willows voters in November 2024.

Due to the timing of the Sheriff's March 23, 2026, letter, the City is also concerned that it may have been issued in retaliation following the City's March 20 Public Records Act request concerning the existing law enforcement services agreement. Prior to receiving the GCSO's letter, the City understood that negotiations remained ongoing and believed there was still an opportunity to reach a mutually acceptable agreement.

The City also notes that prior negotiations conducted in 2022 contemplated annual contract costs of approximately \$1,565,757 million. Under the GCSO's January 2026 proposal, annual costs would increase to approximately \$3,422,846, representing an increase of approximately 120% over a four-year period.

The City is willing to pay for law enforcement services at a level that is lawful, reasonable, financially sustainable, and the product of good-faith negotiations. The City further maintains that it values its longstanding partnership with the Glenn County Sheriff's Office and remains committed to ensuring uninterrupted law enforcement services for the Willows community.

The court filing seeks temporary relief to maintain existing law enforcement services while the parties continue negotiations and the legal issues presented in the petition are resolved.

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- Attachment 1: Court Petition
- Attachment 2: Chronology of Negotiations
- Attachment 2: March 18, 2026, City of Willows Press Release
- Attachment 3: GCSO March 23, 2026, Letter to the City of Willows

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Exempt from Filing
Fees Per Gov. Code, § 6103

Attorneys for Petitioner City of Willows

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF GLENN

CITY OF WILLOWS,

Petitioner,

vs.

COUNTY OF GLENN; GLENN COUNTY
SHERIFF'S OFFICE; JUSTIN GIBBS, in his
official capacity as Glenn County Sheriff; and
DOES 1 through 5, inclusive,

Respondents.

CASE NO.

**VERIFIED PETITION FOR WRIT OF
MANDATE UNDER SECTION 1085;
REQUEST FOR DECLARATORY AND
INJUNCTIVE RELIEF**

I. INTRODUCTION

1. The City of Willows ("City") is, and at all relevant times was, a general law city and municipal corporation located in Glenn County, California, with a population of approximately 6,000 residents.

2. In or about 2017, the City dissolved its police department and thereafter entered into an agreement with the Glenn County Sheriff's Office ("Sheriff's Office") for the provision of law enforcement services within the City. Since that time, the Parties have entered into successive

1 agreements, the most recent of which became effective on January 1, 2024, and is scheduled to expire
2 on June 30, 2026.

3 3. Over the preceding several months, the Parties engaged in discussions concerning
4 renewal of the agreement. During those discussions, Respondents, including Sheriff Justin Gibbs,
5 proposed compensation terms materially in excess of the amounts the City can reasonably pay.
6 Specifically, Respondents demanded approximately \$3.4 million for the next contract period, or
7 approximately \$2.9 million if the City were to hire a chief of police and begin reestablishing a
8 municipal police department. Those amounts substantially exceed the \$2,355,000 the City is currently
9 obligated to pay under the existing agreement.
10

11 4. The City is willing to pay for law enforcement services in an amount that is lawful,
12 reasonable, and properly negotiated, including as contemplated by Government Code section 51350.
13

14 5. The City seeks to continue the existing law enforcement services relationship; however,
15 Respondents have refused to do so unless the City agrees to the substantially increased compensation
16 terms demanded by Respondents.
17

18 6. Absent judicial intervention, Respondents have indicated that law enforcement services
19 within the City will cease on July 1, 2026, if no successor agreement is reached. The City is informed
20 and believes, and thereon alleges, that such a withdrawal would leave City residents without adequate
21 law enforcement protection and would constitute a failure to discharge duties imposed by law.
22

23 7. Accordingly, the City seeks a writ of mandate, together with declaratory and injunctive
24 relief, requiring Respondents to continue providing law enforcement services within the City of
25 Willows pending determination of the parties' rights and obligations and upon payment by the City of
26 a lawful and reasonable amount for such services.
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1 **II. THE PARTIES**

2 8. The City of Willows is, and at all relevant times was, a general law city and municipal
3 corporation incorporated in 1886 and located in Glenn County, California. The City has a population
4 of approximately 6,000 residents and is governed by a five-member City Council. Evan Hutson is the
5 current Mayor of the City.
6

7 9. Respondent Justin Gibbs is, and at all relevant times was, the duly elected Sheriff of the
8 County of Glenn. Sheriff Gibbs was elected in 2022, and his term commenced in January 2023. As
9 Sheriff, he is the chief law enforcement officer of the County of Glenn.
10

11 10. Respondent County of Glenn is, and at all relevant times was, a general law county and
12 political subdivision of the State of California. The County is governed by a five-member Board of
13 Supervisors, whose current Chair is Grant Carmon. The Board of Supervisors is, and at all relevant
14 times was, the signatory on behalf of the County to the agreement between the City and the Sheriff's
15 Office. A true and correct copy of that agreement is attached hereto as Exhibit A and incorporated
16 herein by this reference.
17

18 11. Petitioner is ignorant of the true names and capacities of Respondents sued herein as
19 Does 1 through 5, inclusive, and therefore sues said Respondents by such fictitious names. Petitioner is
20 informed and believes, and thereon alleges, that each of the fictitiously named Respondents is
21 responsible in some manner for the acts and omissions alleged herein. Petitioner will amend this
22 Petition to allege the true names and capacities of said Respondents when they have been ascertained.
23

24 **III. JURISDICTION AND VENUE**

25 12. Petitioner City of Willows brings this Petition pursuant to Code of Civil Procedure
26 section 1085.
27

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1 police department and contract with the Glenn County Sheriff's Office for law enforcement services
2 in 2017. City and Sheriff have operated under an agreement since then.

3 20. The most recent agreement between the Parties was effective January 1, 2024, until
4 June 30, 2026. Under the terms of the agreement, which is attached hereto as Exhibit A, the Sheriff's
5 Office was to provide one full-time lieutenant, one full-time sergeant, nine full-time deputies, one
6 full-time detective, and "any and all administrative support services, equipment, supplies, and
7 apparatus needed ..."

9 21. The compensation the City agreed to pay under the current agreement are as follows:

10 January 1, 2024 to June 30, 2024: \$714,694

11 July 1, 2024 to June 30, 2025: \$2,000,000

12 July 1, 2025 to June 30, 2026: \$2,355,000

13 22. Beginning on or about December 2025, the Parties engaged in negotiations
14 concerning a successor agreement. Those negotiations continued through March 23, 2026, when the
15 City received a letter stating that the existing agreement would terminate at 11:59 p.m. on June 30,
16 2026. A true and correct copy of that March 23, 2026, letter is attached hereto as Exhibit B and
17 incorporated herein by this reference.

18 23. In the March 23, 2026 letter, the Sheriff set forth the following purported options for
19 renewal of the agreement:

20 Option 1: The City funds the actual cost of the services delivered, approximately \$3.4
21 million a year.

22 Option 2: The Sheriff's Office would contract with the City with a reduction of
23 \$500,000 from the cost of the services, with the provision that the reduction would fund the City to
24 recruit and hire a Chief of Police within the first year.

1 Option 3: Termination of the Contract. The Sheriff’s Office and City allow the current
2 contract to run its course and expire on June 30, 2026, as outlined in Section 4 of this contract,
3 specifically 4.1 and 4.3.

4 24. The March 23, 2026, letter further contains material misstatements of fact.
5 Specifically, the letter asserts that the City’s counterproposal included no increase in the contract
6 amount. That assertion is incorrect. The City’s counterproposal was based on the current contract
7 amount of \$2,355,000, adjusted by the Consumer Price Index—then approximately 3 percent—plus
8 an additional 1 percent.

9 25. The March 23, 2026, letter also alleges that “it has been two years since this measure
10 passed and no meaningful effort has been made by the City to start development of the Police
11 Department.” The referenced measure is Measure I, which was approved by City voters in November
12 2024—approximately fifteen months before the date of the letter, not two years. The City did not
13 begin receiving the increased tax revenues generated by Measure I until April 2025. Even accounting
14 for those revenues, the City remains financially constrained and would be substantially burdened by
15 the amounts demanded by Respondents for law enforcement services.

16 26. The timing of the March 23, 2026, letter further gives rise to concern on the part of
17 the City, as it appears to have been issued in retaliation for a request made pursuant to the California
18 Public Records Act on March 20, 2026, concerning the existing law enforcement services agreement.
19 Prior to March 23, 2026, upon information and belief, City was still actively negotiating with the
20 Sheriff’s Office and awaiting a formal response to the counteroffer.

21 27. The Sheriff is an elected law enforcement position of the County. (Cal. Const. Article
22 XI, Sec. 1(b)). The Sheriff is imposed statutory duties under the California Government Code,
23 including, but not limited to, the preservation of the peace, the arrest of people who commit or
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VERIFICATION

I, the undersigned, declare:

I am the Mayor for the City of Willows. I have been authorized to make this verification on behalf of Petitioner City of Willows.

I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE UNDER CCP SECTION 1085; REQUEST FOR DECLARATORY AND INJUNCTIVE RELIEF**, and know the contents thereof. Based on such review, the facts stated herein are true and correct to the best of my knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 9th day of June, 2026, at Willows, California.



Evan Hutson

**Chronology of Negotiations
Between the City of Willows and the GCSO
FY 2025-26**

- July 1, 2025: City requests a meeting the week of July 14, 2025, to discuss a two-year law enforcement contract extension.
To: Sheriff Gibbs; CC: Undersheriff Goodwin
- July 16, 2025: First meeting between the City of Willows and GCSO regarding a new contract or contract extension after June 30, 2026. Discussed high-level objectives and outcomes for new contract. Scheduled the next meeting for September 3, 2026, with agreed upon objective that the GCSO would have a contract proposal, including updated costs.
Present: Sheriff Gibbs, Undersheriff Goodwin, other GCSO staff, Vice-Mayor Thomas, Councilmember Hansen (Public Safety Committee Members), and City Manager Brown.
- September 3, 2025: Second meeting to discuss next contract. GCSO presented preliminary costs, additions to the contract, and stated that the proposal was not final. GCSO offered to try and optimize costs to reduce estimates. The City readily accepted the offer. The group agreed to meet in approximately three to four week once the GCSO had revised cost estimates.
Present: Undersheriff Goodwin, other GCSO staff, Vice-Mayor Thomas, Councilmember Hansen (Public Safety Committee Members), and City Manager Brown.
- October 1, 2025: City Manager Brown emailed Undersheriff Goodwin seeking an update on the refined and revised GCSO contract proposal (per the September 3 meeting).
To: Undersheriff Goodwin; CCd: Sheriff Gibbs and Staff Services Manager Hughes
- October 1, 2025: Undersheriff Goodwin responded to the October 1 email that he was not ready to discuss a refined and revised contract proposal as he was unable to electronically generate the data he needed to consider refining the costs and, therefore, would need to produce it manually.
To: City Manager Brown, Sheriff Gibbs and Staff Services Manager Hughes
- October 27, 2025: City Manager Brown followed up again with the Undersheriff to find out whether the Undersheriff was able to refine and update the cost estimates for a two-year contract extension for law enforcement services.
To: Undersheriff Goodwin; CC: Sheriff Gibbs and Staff Services Manager Hughes
- November 25, 2025: City Manager Brown followed up with another email requesting updates and new cost estimates per the September 3 meeting and the follow-up emails sent on October 1 and 27. She also stated that the Public Safety Committee (Vice-Mayor Thomas and Councilmember Hansen) would like to meet as soon as possible so that the city may plan accordingly for the next year's budget. At the latest, City Manager Brown requested a meeting with the final cost proposal immediately following the December holidays (e.g., early January).
To: Undersheriff Goodwin; CC: Sheriff Gibbs and Staff Services Manager Hughes

December 1, 2025: Staff Services Manager Hughes emailed City Manager Brown apologizing for the delay and stated that the GCSO would try and provide the final cost proposal as soon as possible, as well as try to meet the City's requested timeline to present the final cost proposal by early January.

To: City Manager Brown and Undersheriff Goodwin; CC: Sheriff Gibbs and Lt. Holley

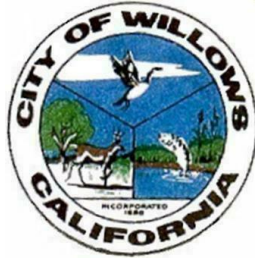
- January 8, 2026: After learning that the Undersheriff was out of the office on extended leave, City Manager Brown emailed Sheriff Gibbs requesting a follow up meeting to discuss final cost proposals.
To: Sheriff Gibbs; CC: Lt. Holley and Staff Services Manager Hughes
- January 8, 2026: Sheriff Gibbs emailed City Manager Brown stating that the Undersheriff would be in contact regarding the requested meeting.
To: City Manager Brown
- January 12, 2026: Undersheriff Goodwin emails City Manager Brown stating that he's available to meet with the Public Safety Committee regarding the GCSO contract.
To: City Manager Brown and Lt. Holley
- January 13, 2026: After a few email exchanges between City Manager Brown and Undersheriff Goodwin, the follow up meeting is scheduled for January 22, 2026.
- January 22, 2026: GCSO presented two final cost proposals, one for \$3,422,846 and one for \$2,848,447 if the City hired its own Police Chief. No proposal to optimize costs as discussed on September 3, 2025, were offered. GCSO explained that they were unable to generate the electronic data necessary to evaluate any cost reductions and did not have time to complete a manual evaluation.
Present: Undersheriff Goodwin, Lt. Holley, Staff Services Manager Hughes, Vice-Mayor Thomas, Councilmember Hansen (Public Safety Committee Members), and City Manager Brown.
- February 1, 2026: City Manager Brown emails Sheriff Gibbs requesting a meeting to discuss the January 22 proposal.
To: Sheriff Gibbs; CC: Undersheriff Goodwin, Lt. Holley and Staff Services Manager Hughes
- February 2, 2026: Sheriff Gibbs responds and a meeting date of February 9, 2026, is scheduled.
To: Sheriff Gibbs; CC: Undersheriff Goodwin, Lt. Holley and Staff Services Manager Hughes
- February 9, 2026: City offers counterproposal to the GCSO that includes the current contract cost plus the Consumer Price Index (CPI), then approximately 3% with an additional 1%, resulting in a proposed annual contract amount of \$2,449,200 for Fiscal Year 2026–27, with CPI-based adjustments in future fiscal years.
Present: Undersheriff Goodwin, Lt. Holley, Staff Services Manager Hughes, Mayor Hutson (standing in for Vice-Mayor Thomas), Councilmember Hansen (Public Safety Committee Members), and City Manager Brown.

February 15, 2026: City Manager Brown contacts Undersheriff Goodwin for an update and response to the City's February 9 proposal.

To: Undersheriff Goodwin; CC: Sheriff Gibbs, Lt. Holley and Staff Services Manager Hughes

- February 18, 2026: Undersheriff Goodwin emails City Manager Brown stating that the Sheriff is out of town; however, he has spoken with him about the City's proposal and the Sheriff remains firm on his prior proposal of \$3,422,846 for FY 2026-27, \$2,848,447 if the City hires its own Police Chief, or allow the current contract to expire and the GCSO will no longer provide law enforcement services, rejecting the City's counterproposal outright.
To: Marti Brown; CC: Sheriff Gibbs, Lt. Holley and Staff Services Manager Hughes
- February 23, 2026: At the direction of Council, City Manager Brown contacted Sheriff Gibbs, Chair Carmon, Supervisor Yoder, and County Administrator De Moss to request a meeting with the Council's Public Safety Committee, Vice-Mayor Thomas and Councilmember Hansen, to discuss the upcoming contract extension for law enforcement services.
To: Sheriff Gibbs, Chair Carmon, Supervisor Yoder, and County Administrator De Moss; CC: Vice-Mayor Thomas and Councilmember Hansen
- February 23, 2026: Sheriff Gibbs responded to the meeting request by stating that there was no need to meet with the Board of Supervisors and/or the County Administrator, as the Sheriff has sole authority to negotiate a law enforcement services contract with the City.
To: City Manager Brown, Chair Carmon, Supervisor Yoder, County Administrator De Moss, Undersheriff Goodwin, Lt. Holley and Staff Services Manager Hughes; CC: Vice-Mayor Thomas and Councilmember Hansen
- February 26, 2026: By this date, only Chair Carmon had agreed to meet.
- March 18, 2026: The City submitted a formal request to the County for mediation of the current law enforcement contract.
- March 20, 2026: The City submitted a formal Public Records Act request for additional background information and data related to the existing law enforcement contract.
- March 23, 2026: The GCSO submitted a formal notice to the city rejecting a future contract extension for law enforcement services beyond June 30, 2026, contract expiration date.
- April 14, 2026: Glenn County Board of Supervisors established a Mediation Ad Hoc Committee regarding the City of Willows request for mediation of the existing law enforcement Agreement, and appointed to Board of Supervisors to the Committee.
- April 15 – June 9: Selected and confirmed an available mediator that both County Counsel and the City Attorney could agree upon; and scheduled the first mediation meeting.

- June 9, 2026: The City of Willows files Petition for Writ of Mandate and Complaint for Injunctive Relief with the Glenn County Courthouse.
- June 23, 2026: Mediation scheduled regarding existing law enforcement contract.



FOR IMMEDIATE RELEASE

March 18, 2026

Contact:

Marti Brown, City Manager

mbrown@cityofwillows.org

(530) 934-7041

**City of Willows Announces Mediation with the Glenn County Sheriff's Office
Regarding Law Enforcement Services Agreement**

(City of Willows) — On March 18, 2026, the City of Willows initiated a mediation request regarding the law enforcement services agreement with the Glenn County Sheriff's Office.

City officials have identified concerns related to service delivery under the current agreement and believe that mediation with a neutral third party would provide a constructive opportunity to review those concerns and work toward a resolution.

The City Council remains committed to maintaining public safety, and ensuring residents continue to receive law enforcement services without interruption.

The City values its working relationship with the Sheriff's Office and hopes mediation will provide a productive forum to address the City's concerns and ensure the continued delivery of effective public safety services for the Willows community.

Because discussions are ongoing, the City of Willows will not comment further on the details of the matter at this time.

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JUSTIN GIBBS
 Sheriff/Coroner
 Director O.E.S.

GLENN COUNTY SHERIFF'S OFFICE

Sheriff, Coroner, Civil Process, Office of Emergency Services, Animal Control
"Commitment to Service, Dedication to Community"

TRAVIS GOODWIN
 Undersheriff
 Deputy Director O.E.S.

AMY TRAVIS
 Deputy Director O.E.S.

March 23, 2026

Marti Brown
 City Manager
 201 N. Lassen Street
 Willows, CA 95988

To Whom it may Concern:

The end of the current three-year agreement between the City of Willows and the Glenn County Sheriff's Office for law enforcement services is approaching. After providing law enforcement services to the City of Willows for the past 9 years, we have all learned much about the needs and demands involved. We all agree that it is in the best interest of the City to reform the Willows Police Department. I was pleased that the City expressed this desire at the start of this existing three-year contract, but with the understanding that the City was experiencing financial hardship at the time and that an extension was necessary.

To assist and to comply with the law, I went to the Board of Supervisors and asked them to declare that it was in public interest to bill the City at less than actual costs for the services provided by the Sheriff's Office. The Sheriff's Office cannot charge more or less than the cost of the services provided without the Board making this declaration (Gov 51350). The Board agreed to this declaration to charge less than actual costs in an effort to assist the City in starting their own Police Department. The reduced cost was provided and agreed upon for the current three-year agreement only to allow the City to attempt to attain and implement a tax measure to provide funding for this endeavor.

I supported and campaigned for Measure I. I told the Willows community that the increased revenue would be used to restart the Willows City Police Department, aiding in the passing of this

tax measure. However, it has been two years since this measure passed and no meaningful effort has been made by the City to start development of the Police Department.

In 2025, the City expressed the desire for an additional one to two year contract to allow more time to form the Police Department. During negotiations, we presented three options to the City for consideration:

Option 1- The City funds the actual cost of the services delivered, approximately \$3.4 million a year.

Option 2- The Sheriff's Office would contract with the City with a reduction of \$500,000 from the cost of services, with the provision that the reduction would fund the City to recruit and hire a Chief of Police within the first year. The Sheriff's Office would provide for the City Police Chief position costs associated with hiring; background; psychological; equipment to include duty belt, gear, firearms, vehicle; training; mentoring; and provide temporary office space to include access to computer system, and a records management system (RMS). The City would provide final selection for the person to fill the position of Chief of Police, not the Sheriff's Office.

Option 3- Termination of the Contract. The Sheriff's Office and City allow the current contract to run its course and expire on June 30, 2026, as outlined in Section 4 of this contract, specifically 4.1 and 4.3.

Receipt of the City's counter offer to extend the existing contract by three years with no increase due to the City's need to build reserves to fund the Police Department and consider hiring a Chief at the end of the three-year agreement is unacceptable. This demonstrates the City is making no meaningful effort to fulfill its promise to restart the Willows Police Department.

The current contract which encompasses law enforcement, dispatch, and animal control services expires at 11:59 p.m. on June 30, 2026. We will not be issuing an extension. It will simply terminate as negotiated three years ago, as outlined in Section 4.1 and 4.3 of the contract. At that time, law enforcement services, including dispatch and animal control, will no longer be provided by the Glenn County Sheriff's Office to the City of Willows.

Signed,



Justin Gibbs

Sheriff – Coroner – Director of OES