

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF GLENN**

Petitioner City of Willows ("City" or "Petitioner") seeks an ex parte temporary restraining order compelling Respondents County of Glenn and the Glenn County Sheriff (collectively "County" or "Respondents") to continue providing law enforcement services following expiration

1 of the parties' Law Enforcement Agreement on June 30, 2026. The City also seeks issuance of an
2 Order to Show Cause regarding a preliminary injunction.

3 As of the date of this ruling, no written opposition has been filed.

4 Although the application is unopposed, the Court must independently determine whether the
5 Petitioner has satisfied the requirements for extraordinary injunctive relief.
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7 For the reasons set forth below, the application is granted in part and denied in part.

8 **I. Background**

9 According to the City, for many years the City has contracted with the Glenn County
10 Sherriff's Office for law enforcement services. The most recent Law Enforcement Services
11 Agreement ("Agreement") expired on June 30, 2026.

12 The declarations submitted by the City in support of the application establish that the parties
13 engaged in negotiations for nearly one year concerning the renewal of the agreement without
14 success. According to the City, negotiations ultimately reached an impasse after the Sherriff's
15 Office presented significantly increased contract proposals. The City questioned the supporting
16 costs calculations, submitted a Public Records Act request, and requested mediation. The mediation
17 was ultimately unsuccessful in resolving the dispute. The City further presents evidence that
18 Sherriff Gibbs publicly announced that, following expiration of the agreement, the Sherriff's Office
19 would no longer provide municipal law enforcement services within the City and that calls would
20 instead be routed to other agencies. The City contends that such action would leave residents
21 without meaningful law enforcement protection and violate that Sheriff's mandatory statutory duties
22 under Government Code sections 26600 through 26602.
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25 **II. Legal Standard**

26 A temporary restraining order and preliminary injunction are extraordinary equitable
27 remedies designed to preserve the status quo pending final adjudication. (*Landmark Holding Group*
28 *v. Superior Court* (1987) 193 Cal.App.3d 525, 528; *White v. Davis* (2003) 30 Cal.4th 528, 554.)

1 In determining whether preliminary injunctive relief should be issued, the court considers two
2 interrelated factors: (1) the likelihood the moving party will prevail on the merits, and (2) the
3 interim harm likely to result from granting or denying the requested relief. (*Costa Mesa City*
4 *Employees Assn. v. City of Costa Mesa* (2012) 209 Cal.App.4th 298, 306.)

5 The moving party bears the burden of demonstrating imminent irreparable harm and
6 entitlement to this extraordinary remedy. (*Intel Corp. v. Hamidi* (2003) 30 Cal.4th 1342; *O'Connell*
7 *v. Superior Court* (2006) 141 Cal.App.4th 1452, 1481.)

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9 **A. Likelihood of Success**

10 Petitioner contends Government Code sections 26600 through 26602 impose mandatory
11 duties upon the Sherriff to preserve the peace, arrest offenders, suppress breaches of the peace, and
12 investigate public offenses. Petitioner further relies upon authority recognizing that sheriffs
13 perform state law enforcement duties while exercising those statutory responsibilities and that the
14 Sheriff's law enforcement jurisdiction extend throughout the county, including incorporated
15 municipalities. (*People v. Scott* (1968) 259 Cal.App.2d 268, 280.)

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17 The Court concludes, on the present record, that Petitioner has made a sufficient showing to
18 satisfy the first factor governing interim relief. The authorities submitted support Petitioner's
19 contention that the Sheriff's law enforcement authority and statutory duties are not derived solely
20 from the parties' Agreement and continue to exist notwithstanding its expiration.

21 On the present ex parte record, the Court does not determine the ultimate scope of
22 Respondents' statutory obligations or whether Petitioner is ultimately entitled to compel
23 continuation of municipal law enforcement services following expiration of the Agreement. Those
24 questions present novel legal issues that should be resolved following full briefing and hearing.

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26 Nevertheless, the existence of those unresolved legal questions does not preclude narrowly
27 tailored interim relief. Rather, because Petitioner has demonstrated a sufficient showing on the
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1 merits to warrant preservation of the status quo pending a noticed hearing, the Court concludes that
2 the first factor governing interim injunctive relief weighs in Petitioner's favor.

3 The present record, however, does not support the broader relief requested by Petitioner.
4 Neither the statutes cited nor the authorities submitted expressly require a sheriff to continue to
5 provide every municipal policing function previously furnished pursuant to a contractual agreement
6 after an agreement expires. Nor has Petitioner cited authority authorizing the Court to compel
7 renewal of an expired intergovernmental services agreement or determine the compensation to be
8 paid for future services.
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10 Accordingly, while the Court concludes Petitioner has made a sufficient showing to warrant
11 narrowly tailored interim relief preserving the status quo, it declines on the present record to compel
12 renewal of the parties' Agreement or otherwise determine the parties' ultimate contractual rights or
13 the precise scope of Respondents' statutory obligations. Those issues remain for determination
14 following full briefing and hearing.
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16 **B. Balance of Harms**

17 The balance of harms weighs in favor of the Petitioner. The declarations submitted establish
18 a substantial risk that the residents of the City will experience confusion or interruption in law
19 enforcement services beginning July 1, 2026. The Court finds that such disruption presents an
20 imminent threat to public safety that cannot be adequately remedied through an award of damages.
21 Conversely, the limited relief ordered herein does not resolve the parties' contractual dispute or
22 determine Respondents' ultimate statutory obligations. Rather, it temporarily preserves the status
23 quo pending a noticed hearing at which the parties' respective rights and obligations may be fully
24 adjudicated.
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1 The Court further finds that the public interest strongly favors avoiding any interruption in
2 emergency law enforcement services while the legal issues presented are resolved on a complete
3 record.

4 **C. Scope of Interim Relief**

5 Although the application is unopposed, the Court is mindful that the relief requested raises
6 novel legal questions regarding the effect of the expiration of the parties' Agreement and the scope
7 of the Sheriff's continuing statutory obligations within the City. Those questions have not been
8 fully briefed and should not be finally resolved on an ex parte application. Accordingly, the Court
9 expressly declines, at this preliminary stage, to determine whether Respondents are ultimately
10 required to continue providing municipal law enforcement services following expiration of the
11 Agreement. Those issues are reserved for determination after full briefing and hearing.
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13 The purpose of a temporary restraining order is not to finally adjudicate the parties' rights,
14 but to preserve the status quo pending a noticed hearing. For purposes of interim equitable relief,
15 the last actual, peaceable, non-contested condition preceding the present controversy was the
16 existing course of law enforcement operations within the City immediately preceding the
17 announced operational changes. The record presently before the Court demonstrates that
18 implementation of those announced changes before a noticed hearing presents a substantial risk of
19 immediate and irreparable harm to public safety.
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21 Accordingly, the Court concludes that temporary preservation of the existing course of law
22 enforcement operations is the narrowest relief necessary to maintain the status quo pending a
23 determination of Petitioner's request for preliminary injunction. Although the relief ordered herein
24 has the practical effect of requiring Respondents to maintain the existing course of operations for a
25 limited period, the Court does not thereby determine that Respondents are ultimately obligated to
26 continue to provide municipal law enforcement services following expiration of the Agreement.
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1 Rather, the Court concludes only that preserving the last actual, peaceable, non-contested condition
2 pending a prompt hearing on these novel legal issues constitutes the least intrusive means of
3 avoiding the immediate risk of irreparable harm to the public while preserving the merits for
4 determination on a fully developed record.

5 **III. Order**

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7 Based on the foregoing, the application is granted in part.
8 Respondents are, pending hearing on Petitioner's application for preliminary injunction, temporarily
9 restrained from implementing the announced discontinuation of the existing course of law
10 enforcement operations within the City. To the extent that Respondents have ceased their
11 obligations under the Agreement to provide law enforcement services based on the expiration of the
12 Agreement at midnight on June 30, 2026, Respondents are ordered to resume the services at the
13 level existing before the expiration of the agreement.
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15 Nothing in this Order shall be construed to:

- 16 1. Renew or permanently extend the parties' Agreement;
- 17 2. Determine whether the Respondents are legally obligated to continue providing
18 municipal law enforcement services following expiration of the Agreement;
- 19 3. Determine the parties' contractual rights or financial obligations; or
- 20 4. Adjudicate the ultimate scope of Respondents' statutory duties following expiration
21 of the Agreement.
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23 Petitioner's request for an order compelling continuation or renewal of the parties'
24 Agreement, or otherwise requiring the Court to determine the ultimate scope of Respondents'
25 contractual or statutory obligations on the present ex parte record is denied without prejudice.
26 An order to show cause shall issue. The parties shall file supplemental briefing addressing:
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