



LIVE OAK CITY COUNCIL

REGULAR MEETING AGENDA OCTOBER 21, 2026 6:00 PM

MEETING LOCATION
LIVE OAK COUNCIL CHAMBERS
9955 LIVE OAK BOULEVARD
LIVE OAK, CALIFORNIA 95953

MEMBERS OF THE COUNCIL

JERAMY CHAPDELAINE, MAYOR
AARON PAMMA, VICE MAYOR
ASHLEY HERNANDEZ, COUNCILMEMBER
NANCY SANTANA, COUNCILMEMBER
BOB WOTEN, COUNCILMEMBER

BENJAMIN MOODY,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

The Council may take up any agenda item at any time, regardless of the order listed. Action may be taken on any item on this agenda. Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection at City Hall, 9955 Live Oak Boulevard, Live Oak, during normal business hours. Such documents are also available on the City of Live Oak's website at www.liveoakcity.org, subject to staff's availability to post the documents before the meeting.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the City Clerk's office at (530) 695-2112 x107. Requests must be made at least 24 hours in advance.

Public Participation Options:

- **Public Comment:** Members of the public can submit general public comments, as well as comment on specific agenda items in the following ways:
 - **Public Attendance:** Members of the public who attend in person may make comments from the Council Chamber podium.
 - **Email Public Comment:** Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via email to the City Clerk at cmenchaca@liveoakcity.org. Comments will be distributed to Council prior to the meeting and reflected in the meeting minutes. Please note that emailed comments will NOT be read aloud during the meeting unless an approved accommodations request has been granted.
- **Remote Participation – Viewing Only - No Public Participation via Remote:**
 - The meeting will be livestreamed for public viewing, but not participation, as follows:
 - Granicus livestream: https://liveoakca.granicus.com/ViewPublisher.php?view_id=1.
 - Zoom livestream:
 - **Join by Electronic Device:**
<https://us02web.zoom.us/j/89596440367>

- **Join by Phone:**
1-669-900-6833 or 1-833-548-0282 (Toll Free)
Webinar ID: 895 9644 0367

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION

CORRECTIONS AND/OR CHANGES TO THE AGENDA

PRESENTATIONS AND RECOGNITIONS

PUBLIC COMMENT

Any person wishing to address the City Council on general jurisdictional matters or consent calendar items may do so at this time. If you are commenting on an agenda item, your comments will be heard at the time that item is scheduled for discussion. The City Council adopted a time limit of three minutes per person. The Brown Act does not allow for Council discussion of items not on the agenda. Councilmembers may only a) refer the matter to staff; b) ask for additional information; c) request a report back; or d) provide a limited factual response for items not listed on the agenda.

CONSENT ITEMS

Consent Calendar is passed by one motion with exceptions and separate votes as noted.

1. City Council Meeting Minutes
Recommendation: Approve the October 7, 2026, City Council Regular Meeting minutes.
(Clarissa Menchaca, City Clerk)
2. 2026 City Hall Holiday Closure
Recommendation: Authorize the closure of City Hall to the public from Thursday, December 24, 2026, through Friday, January 1, 2027.
(Benjamin Moody, City Manager)

BUSINESS ITEMS

3. Sheriff Contract - Law Enforcement Contract Services
Recommendation: Authorize the City Manager to enter into a Municipal Law Enforcement Services Agreement with the County of Sutter, effective December 1, 2026, through November 30, 2027, in an amount not to exceed \$1,855,000, subject to minor, non-substantive revisions approved by the City Attorney.
(Benjamin Moody, City Manager)

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

COUNCILMEMBER REPORTS / COMMENTS / REQUESTS

ADJOURNMENT

CITY OF LIVE OAK
STAFF REPORT

Date: October 21, 2026
To: Honorable Mayor & Members of the City Council
From: Clarissa Menchaca, City Clerk

Subject: City Council Meeting Minutes

Background:

Submitted for approval are the October 7, 2026, City Council Regular Meeting minutes.

Recommendation:

Approve the October 7, 2026, City Council Regular Meeting minutes.

Attachments:

[Minutes](#)



LIVE OAK CITY COUNCIL

MINUTES
OCTOBER 7, 2026
6:00 PM

MEETING LOCATION
LIVE OAK COUNCIL CHAMBERS
9955 LIVE OAK BOULEVARD
LIVE OAK, CALIFORNIA 95953

MEMBERS OF THE COUNCIL

JERAMY CHAPDELAINE, MAYOR
AARON PAMMA, VICE MAYOR
ASHLEY HERNANDEZ, COUNCILMEMBER
NANCY SANTANA, COUNCILMEMBER
BOB WOTEN, COUNCILMEMBER

BENJAMIN MOODY,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

CALL TO ORDER

Meeting called to order by Mayor Chapdelaine at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 6:00 pm.

ROLL CALL

Present: Councilmembers Woten, Santana, Hernandez, Vice Mayor Pamma, and Mayor Chapdelaine

PLEDGE OF ALLEGIANCE AND INVOCATION

Vice Mayor Pamma led the Pledge of Allegiance. Councilmember Woten delivered the invocation.

CORRECTIONS OR CHANGES TO THE AGENDA BY CITY MANAGER ONLY

Item 2 – *Medina Parcel Map Approval – TPM 25-01* - A revised Deferred Improvement Agreement has been provided to the Council and is available to the public.

PRESENTATIONS AND RECOGNITIONS

There were no presentations or recognitions.

PUBLIC COMMENT

Public Comment was opened and closed without any speakers.

CONSENT ITEMS

Consent Calendar is passed by one motion with exceptions and separate votes as noted.

MOTION: APPROVE THE CONSENT AGENDA.
(MOTION: PAMMA; SECOND: WOTEN)

VOTE: MOTION PASSED 4-0-1
AYES: COUNCILMEMBERS WOTEN, HERNANDEZ, VICE MAYOR PAMMA, AND MAYOR CHAPDELAINE
NOES: NONE
ABSTAIN: COUNCILMEMBER SANTANA

1. City Council Meeting Minutes
Clarissa Menchaca, City Clerk
Council action: September 16, 2026, City Council Regular Meeting minutes approved.

BUSINESS ITEMS

2. Medina Parcel Map Approval – TPM 25-01
Benjamin Moody, City Manager

Benjamin Moody, City Manager, provided a report for the Council.

Public Comment was opened and closed without any speakers.

MOTION: **1) AUTHORIZE THE CITY MANAGER TO ENTER INTO A DEFERRED IMPROVEMENT AGREEMENT FOR IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT OF THE PARCELS AT 2962 ELM STREET, SUBJECT TO CITY ATTORNEY APPROVAL; AND 2) ADOPT A RESOLUTION APPROVING THE TWO-LOT PARCEL MAP FOR MEDINA, LOCATED AT 2962 ELM STREET, ASSESSOR’S PARCEL NUMBER 006-202-003. (MOTION: CHAPDELAINE; SECOND: HERNANDEZ)**

VOTE: **MOTION PASSED 4-1**

AYES: **COUNCILMEMBERS WOTEN, HERNANDEZ, VICE MAYOR PAMMA, AND MAYOR CHAPDELAINE**

NOES: **COUNCILMEMBER SANTANA**

Reference Resolution No. 33-2026.

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

There were no items removed from the Consent Agenda for Council consideration and action.

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

City Manager Benjamin Moody provided an update regarding Community Development receiving a tentative parcel map time extension request for the Millenium Farms project. The request is expected to be presented at the next Planning Commission meeting. He discussed that Sutter County has provided a draft contract for law enforcement services, which Mr. Moody plans to bring before the Council at its next meeting for consideration. Additionally, Mr. Moody hopes to meet with the Sutter County Chief Administrative Officer and Fire Chief to continue discussions and make progress toward finalizing the fire services contract.

COUNCILMEMBER COMMENTS

Councilmember Santana inquired whether any recent water quality testing had been conducted.

Councilmember Woten inquired about the feasibility of installing curbs and gutters along Elm Street. He also highlighted his attendance at the Regional Housing Authority Board of Commissioners meeting.

Mayor Chapdelaine discussed his attendance at the Regional Housing Authority Board of Commissioners meeting.

ADJOURNMENT

Mayor Chapdelaine adjourned the meeting at 6:22 pm.

Jeramy Chapdelaine, Mayor

ATTEST:

Clarissa Menchaca, City Clerk

CITY OF LIVE OAK STAFF REPORT

Date: October 21, 2026
To: Honorable Mayor & Members of the City Council
From: Benjamin Moody, City Manager

Subject: 2026 City Hall Holiday Closure

Summary: Recommendation: Authorize the closure of City Hall to the public from Thursday, December 24, 2026, through Friday, January 1, 2027.

Fiscal Impact: There is no additional fiscal impact. The proposal does not increase the number of paid holidays.

Purpose:

To provide the public and City staff with sufficient notice of the holiday closure so they can plan accordingly.

Background:

Historically the requests for utility payment processing and counter services are low during the Christmas and New Year holiday period, while employee requests for time off for family events are typically higher.

Taking these factors into consideration, City Hall has closed to the public during the holiday period for the past five plus years. This is a reoccurring practice consistent with Section 6.2 "Established Holidays" of the Local 1 Union Memorandum of Understanding which states: "Where practical, the City will continue to allow the practice of closing and/or working a skeleton crew during the holiday season."

Analysis:

For the past five years, the City has closed City Hall to the public during the holiday period. Staff proposes continuing this established practice from Thursday, December 24, 2026, through Friday, January 1, 2027. This is not a new additional closure or a new employee benefit; this is to provide advance notice to the public and City staff so they can plan accordingly. Employees who choose to take time off during this period must use their available leave, including Vacation, Administrative Leave, Compensatory Time, Holiday Leave, and/or Unpaid Leave. City Hall will be closed to the public during the holiday period, but staff may work with prior approval from their managers. This practice is consistent with the Local 1 Union MOU and does not change existing employee leave requirements or work options.

Consistent with the City's practice during the past five years, the public will receive advance notice of the closure, emergency contact information, and available payment options through City Hall signage, social media, the City website, the marquee, and telephone voicemail messages. The closure will not affect emergency services, the Sheriff and Fire departments will continue normal operations, and on-call staff will remain available for road, water, sewer, and facility requests. The City will continue to suspend water disconnections and nonpayment penalties during the closure. City Hall will not accept in-person payments, but residents may continue to make payments by mail, through the drop box, or online as in prior years.

Proposed Holiday Closure Schedule with Leave Use Designation:

Thursday, December 24, 2026 - Christmas Eve - Holiday
Friday, December 25, 2026 - Christmas Day - Holiday
Monday, December 28, 2026 - Employee Leave Bank
Tuesday, December 29, 2026 - Employee Leave Bank
Wednesday, December 30, 2026 - Employee Leave Bank
Thursday, December 31, 2026 - New Years Eve - Holiday
Friday, January 1, 2027 - New Years Day - Holiday

See Exhibit A attached.

Fiscal Impact:

There is no additional fiscal impact. The proposal does not increase the number of paid holidays.

Recommendation:

Authorize the closure of City Hall to the public from Thursday, December 24, 2026, through Friday, January 1, 2027.

Attachments:

[Holiday Closure Calendar](#)

Exhibit A

Thurs. Dec. 24	Fri. Dec. 25	Sat. Dec. 26	Sun. Dec. 27	Mon. Dec. 28	Tues. Dec. 29	Wed. Dec. 30	Thurs. Jan. 31	Fri. Jan. 1
Obs. Holiday	Obs. Holiday			Leave Bank	Leave Bank	Leave Bank	Obs. Holiday	Obs. Holiday
Closure	Closure			Closure	Closure	Closure	Closure	Closure

CITY OF LIVE OAK STAFF REPORT

Date: October 21, 2026
To: Honorable Mayor & Members of the City Council
From: Benjamin Moody, City Manager

Subject: Sheriff Contract - Law Enforcement Contract Services

Summary: Recommendation: Authorize the City Manager to enter into a Municipal Law Enforcement Services Agreement with the County of Sutter, effective December 1, 2026, through November 30, 2027, in an amount not to exceed \$1,855,000, subject to minor, non-substantive revisions approved by the City Attorney.

Fiscal Impact: Approximately \$1 million in annual savings from reduced service levels.

Purpose:

To continue providing essential law enforcement services to the City of Live Oak in partnership with the Sutter County Sheriff.

Background:

At its March 20, 2024, meeting, the City Council approved a new five-year agreement with the Sutter County Sheriff for police services beginning July 1, 2024.

On October 7, 2025, the City Council received an updated budget analysis presenting current fund balances and cash-flow projections. The analysis showed that City expenditures were unsustainable and recommended immediate action to reduce costs and increase revenue.

As one of those actions, the City Council authorized the City Manager to provide the required 12-month written notice of termination for Sutter County Sheriff Contract No. 2024-005 and to begin renegotiating service terms the City could sustainably afford. Absent amended terms, the existing contract will end on November 30, 2026.

Since then, the City has coordinated with Sutter County and the Sheriff to develop a contract providing service levels the City can afford. The agencies have also collaborated on a countywide sales-tax initiative for the November 3rd ballot that, if approved by voters, could increase funding for public safety, for both agencies.

Analysis:

Agenda Item 3.

To preserve the City's fiscal health, expenditures must be brought into alignment with available revenues. This financial constraint affects all City priorities, including public safety. To continue providing law enforcement services, the City and County are seeking to establish a new agreement before the current term expires. The proposed one-year agreement would maintain law enforcement services in Live Oak while allowing the parties to reassess funding and service options during the coming year.

The proposed agreement is intended to balance the City's financial capacity with the need to provide the highest feasible level of law enforcement services to the community. Achieving that balance requires a significant reduction in the scope of contracted services.

The service reductions would be substantial. Staffing would decrease by four deputies, shifting from a two-deputy, 24-hour staffing model to a one-deputy, 24-hour model. This reduced capacity would lower overall service levels and lengthen response times for incidents requiring two deputies. Most Priority 3 and 4 calls would no longer receive a response unless critical circumstances warrant one.

Majority of Priority 3 and 4 calls-such as civil standbys, noise complaints, and traffic-enforcement requests-would be directed to the City's AI phone system. The system would answer questions, route matters to appropriate City staff for potential follow-up, including code enforcement or public works matters, and collect data for future analysis. Depending on the nature of the request and available resources, these calls may receive a delayed response or no response.

The key changes under the proposed agreement are:

- * Approximately \$1 million in annual service reductions and corresponding savings to Live Oak
- * A reduction of four deputy positions
- * Reduction of the lieutenant position
- * No additional administrative overhead charge
- * An annual cap on contract costs
- * Sheriff-provided equipment and maintenance dedicated to Live Oak, including vehicles, charged at 88% of cost

Fiscal Impact:

The proposed changes would reduce costs by approximately \$1 million annually. However, because the agreement would take effect midway through the fiscal year, costs will likely exceed the budgeted amount. Staff anticipates presenting any necessary budget-adjustment recommendations to the City Council during the mid-year budget review. The City may also incur undetermined costs associated with transferring Priority 3 and 4 calls to City systems and staff. Further analysis will be needed to determine the full fiscal impact.

Recommendation:

Authorize the City Manager to enter into a Municipal Law Enforcement Services Agreement with the County of Sutter, effective December 1, 2026, through November 30, 2027, in an amount not to exceed \$1,855,000, subject to minor, non-substantive revisions approved by the City Attorney.

Attachments:

[Law Enforcement Services Agreement](#)

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND
BETWEEN THE COUNTY OF SUTTER
AND THE CITY OF LIVE OAK**

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 SUTTER, (hereinafter referred to as "County") and the CITY OF LIVE OAK (hereinafter referred to as "City"), the County and the City each a "Party" and jointly the "Parties".

RECITALS

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

WHEREAS, the City of Live Oak is responsible for providing law enforcement services within the municipal boundaries of the City of Live Oak, hereinafter referred to as City Limits;

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services and functions within its City Limits;

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

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 December 1, 2026, through November 30, 2027.

2.0 SCOPE OF SERVICES

2.1 The County agrees, through the Sutter County Sheriff (hereinafter referred to as the "Sheriff") that the Sheriff will respond to those calls for service set forth in Exhibit A and will not respond to those calls for service set forth in Exhibit B. Both Exhibits A and B are incorporated herein by this reference and are made part of this Agreement. The calls referenced in Exhibits A and B are not intended to be exhaustive and the Sheriff retains discretion to determine whether a response is warranted. At the Sheriff's discretion, certain calls for service may be referred to other agencies or the City of Live Oak answering system.

Municipal Law Enforcement Services 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.

3.0 METHODS AND STANDARDS OF PERFORMANCE

3.1 The Sheriff shall respond only to those calls for service set forth in Exhibit A as classified by the Sheriff's Computer-Aided Dispatch ("CAD") system or other law enforcement services as directed by the Sheriff. All other calls for service shall be transferred or referred to the answering service or system designated by the City of Live Oak. It is specifically understood that the services provided under this Agreement do not include those calls for service set forth in Exhibit B.

3.2 All County employees assigned to provide services hereunder will be sufficiently trained and experienced to perform the Services to the City. For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, the County, its officers, agents and employees engaged in performing any such services or functions as described in this Agreement shall have the immunities that they would enjoy were they officers or employees of City, provided the services are within the scope of this Agreement and are municipal functions.

3.3 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.

3.4 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. The Sheriff shall determine the most advantageous, efficient and effective means for providing the twenty-four (24) hour per day service to the City and final authority for the determination of the priority of response shall rest with the Sheriff.

3.5 Staffing levels shall be maintained to always ensure adequate coverage. It is understood by all Parties that adequate coverage can be provided in such a way as to allow for leaves of absence due to vacation, sick leave, compensation time off, training, and holidays without the need to backfill the positions. Should an unforeseen event result in a possible decrease in coverage below this point, the Sheriff will notify the City and discuss the staffing levels and possible impacts to the City.

3.6 County shall furnish and supply all necessary labor, supervision, transportation, equipment, communication facilities, and supplies necessary to provide the Services to be rendered hereunder. Subject to reimbursement for costs as described in this Agreement, support service shall be provided by the County. Such services shall be as needed to maintain the level of services as set forth in this Agreement. Notwithstanding the foregoing, the County shall not be responsible for interpretation, drafting, or amendment of City ordinances, but rather the City shall remain responsible for those functions.

Municipal Law Enforcement Services Agreement

4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall be for the following period: December 1, 2026, beginning at 12:01 a.m. and ending at 11:59 p.m. on November 30, 2027.

4.2 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.

4.3 The Parties agree that County shall have no obligation to provide Services after 11:59 p.m. on November 30, 2027, and that all Services contemplated by this Agreement shall cease at that time absent the express, written agreement of the Parties.

5.0 COMPENSATION & PAYMENT

5.1 The consideration to be paid by the City for law enforcement services to be provided by the County to the City pursuant to this Agreement, provided that the total appropriations shall not exceed One Million Eight Hundred Fifty-Five Thousand Dollars (\$1,855,000) during the one-year term of this Agreement shall be:

88% of the following personnel costs:

- 1.00 FTE Sheriff Sergeant Detective position, including salary and benefits.
- 4.00 FTE Deputy Sheriff positions, including salary and benefits.

100% of the following personnel costs:

- 0.50 FTE Supervising Public Safety Dispatcher, including salary and benefits.
- 2.50 FTE Public Safety Dispatcher I/II/III, including salary and benefits.
- 0.20 FTE Sheriff Communications Coordinator (PIO) position, including salary and benefits.

88% of the Services and Supplies costs:

Eighty-eight percent (88%) of Live Oak specific service and supply costs shall be charged to City of Live Oak CC2208.

5.2 Subject to the cost reimbursement to County by City pursuant to Section 5.1 of this Agreement, County will pay for all insurance on personnel employed by County, including worker's compensation coverage, all contributions to pension funds covering said personnel and all charges in excess of contributions out of said funds for injury or sickness of County personnel.

5.3 City hereby leases to County, for no consideration other than the execution of this Agreement, the building located at 9867 O Street in its entirety. City shall continue fire and liability coverage on the referenced leased premises at the same limits as are in existence on the effective date of this Agreement by policies of insurance naming the County of Sutter, its agents, officers, and employees as additional insureds.

5.4 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

Municipal Law Enforcement Services Agreement

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

6.1 County, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of City or any officer, employee, or agent thereof, nor any dangerous or defective condition of the City's streets or property; and City shall hold County and its officers and employees harmless therefrom; and City shall defend County and its officers and employees against any claim predicated hereon for any injury or damages resulting.

6.2 In the event that City, or its employees, have caused, or contributed to, any injury or sickness of a County employee by reason of their sole or comparative negligence, or other wrongful act or omission occurring during the performance of this Agreement, City shall bear a pro-rata share of the cost of defense, including attorneys' fees, and shall contribute a pro-rata share of any adverse judgment for such claims based on City's percentage of fault pursuant to Government Code Section 895.6.

6.3 Except as otherwise expressly provided in Section 6.1 and Section 6.2, the Parties hereto agree, pursuant to and as authorized by Government Code Sections 895.4 and 895.6, that in connection with the services contemplated by this Agreement and to be performed hereunder, the County shall assume all liability with respect to any third-party claims resulting from incidents that occur during the term of this Agreement, including the full expense of its own defense.

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 Sutter shall be addressed as follows:

Sutter County Sheriff
1077 Civic Center Boulevard
Yuba City, California 95993
Phone: (530) 822-7307

With a copy to:

Sutter County Counsel
1160 Civic Center Boulevard, Suite C
Yuba City, California 95993
Phone: (530) 822-7110

Municipal Law Enforcement Services Agreement

Notices to City of Live Oak shall be addressed as follows:

City Manager
9955 Live Oak Boulevard
Live Oak, California 95953
Phone: (530) 695-2112

With a copy to:

Live Oak City Attorney
1129 D Street
Marysville, California 95901
Phone: (530) 742-7371

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. The City is not directly responsible for any employment-related costs of the County employees performing services hereunder, including but not limited to, their salaries, wages, retirement, benefits, workers' compensation, or other employment-related costs or benefits.

8.3 The City shall not be responsible for any injury or sickness to a County employee unless such injury arose as a result of the sole or comparative negligence or the other wrongful act or omission by the City or its employees. County agrees to defend, indemnify, and hold City harmless for any claims or actions of the type described in Sections 8.2 and 8.3, shall bear the cost of defense, including attorneys' fees, and shall discharge and indemnify City for any resulting adverse judgment, except as otherwise provided in this section.

8.4 It is specifically understood between the Parties hereto that all employees authorized and used in the pursuit of the provisions of this Agreement are employees of the County and, as such, are subject to the control and under the direction of the Sheriff in the performance of duty in accordance with this Agreement. The rendering of said service, the standards of performance, the discipline of officers, and matters incident to the performance of such services and the control of personnel so employed, shall remain under the direct control of the Sheriff. In event of dispute between Parties as to extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff shall be final and conclusive as between the Parties hereto.

Municipal Law Enforcement Services Agreement

9.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written amendment and expressly approved and executed by both Parties.

10.0 AUTHORIZATION WARRANTY

10.1 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.

10.2 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.

11.0 MISCELLANEOUS

11.1 **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.

11.2 **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.

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

11.4 **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.

11.5 **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 Sutter County, California.

11.6 **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.

11.7 **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

Municipal Law Enforcement Services Agreement

Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the City of Live Oak, by resolution duly adopted by its City Council causes the Agreement to be signed by its mayor and attested by its Clerk, and the County of Sutter by order of its Board of Supervisors has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board.

CITY OF LIVE OAK

COUNTY OF SUTTER

By: _____
Benjamin Moody
Live Oak City Manager

By: _____
Brandon Barnes
Sutter County Sheriff-Coroner-Public Administrator

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Nicole Rosser
Live Oak City Attorney

By: _____
William J. Vanasek
Sutter County Counsel

Date: _____

Date: _____

Municipal Law Enforcement Services Agreement

Exhibit A – Priority Call List – Sutter Sheriff / Live Oak Contract Services SERVICE CALLS THAT SHERIFF WILL RESPOND/COORDINATE AS NECESSARY TO:

Priority 1	Priority 1 Continued	Priority 4
Alarm	Shooting Incident	Area Patrol
Arson	Shots Fired	Attempt to Contact
Assault	Smoke Investigation	Bike Stop
Assault with Deadly Weapon	Strike Team	Boat Patrol
Barricaded Subject	Structure Fire	Boat Stop
Boating Accident	Suicide	Coroners Case
Bomb	Unknown Injury Accident	Death Notification
Buttes Fire	Unknown Problem	Follow Up
Carjacking	Vehicle Fire	Fumigation
Code55	Vehicle Pursuit	Funeral Escort
Domestic Violence Physical		Hospice Placement
Drowning		License Plate Reader
Escaped Prisoner		Marijuana Compliance Check
Fire		Meet Officer
Fire Alarm		Recovered Property
Foot Pursuit		Recovered Vehicle
Hazmat		Registrant Compliance
Hit and Run with Injuries		Reportable Death
Homicide		Repossession
Hostage		Runaway
Industrial Accident		Search Warrant
Injury Accident		Security Check
Kidnapping		Sexual Assault
Medical Aid		Special Detail
Medical Alarm		Stolen Vehicle
Mutual Aid Fire		Tobacco Violation
Odor Investigation		Traffic Stop
Officer Needs Assistance Now!!		Transport
Officer Needs Back Up		Tow Hearing
Physical Disturbance		
Plane Crash		
Pole Fire		
Robbery		
Search and Rescue		
Priority 2	Priority 3	
Boat Problem	Brandishing	
Burglary	Missing Person	
Child Abuse	Rape	
Citizen Assist-Fire	Walk Away from Care Home	
Domestic Violence Verbal	Warrant/Civil Service	
Elder Abuse		
Open Door/Window		
Prowler		
Traffic Hazard		
Verbal Disturbance		
Wires Down		

*Service Call List: This list is not exhaustive. The Sutter County Sheriff retains discretion to determine whether a response is warranted. Certain calls may be referred to other agencies or the City of Live Oak answering system.

Municipal Law Enforcement Services Agreement

Exhibit B – Priority Call List – Sutter Sheriff / Live Oak Contract Services **SERVICE CALLS THE SHERIFF WILL NOT RESPOND TO UNLESS WARRANTED**

Priority 2
Hit and Run no Injuries
Non-injury accident
Suspicious Circumstance
Suspicious Person
Suspicious Vehicle

Priority 3
Citizen Assist
Civil Standby
Confidential
Control Burn
Counter
Dog Bite
DUI
Fish and Game Violation
Harassment
Inspections
One to be Removed
Outside Agency Assist
Parole/Probation Violation
Reckless Driver
Threats
Traffic Control
Trespass
Vandalism
Welfare Check

Priority 4
Abandoned Vehicle
Alcohol Violation
Animal Complaint
Bank Escort
Disabled Vehicle
City Ordinance Violation
Civil Problem
County Ordinance Violation
Drug Activity
Fireworks
Flooded Roadway
Found Property
Fraud
Harassing Phone Calls
Indecent Exposure
Intoxicated Subject
Juvenile Complaint
Lost Property
Loud Noise Complaint
Mental Health Transport
Parking Violation
Request for Close Patrol
School Truancy
Shoplifting
Solicitor
Speeding Vehicle
Theft
Theft from Vehicle
Trash Dumping
Vacation Check
Violation of Court Order

*Service Call List: This list is not exhaustive. The Sutter County Sheriff retains discretion to determine whether a response is warranted. Certain calls may be referred to other agencies or the City of Live Oak answering system.