



**CITY COUNCIL OF AMADOR CITY
DRAFT, REGULAR MEETING AGENDA
TUESDAY, 13 OCTOBER 2026
6:00 PM**

The agenda for this regular meeting is distributed to the City Council and posted in public locations in Amador City no less than 72 hours prior to the meeting. Any pertinent documents related to Regular Agenda Items will be distributed to Council Members no less than 72 hours prior to the meeting and available at City Hall during City Hall hours.

In-person participation by the public is welcomed. City Council Meetings are broadcast on the City's YouTube channel at: <https://www.youtube.com/@amadorcitycouncil>

Members of the public not attending in-person may submit written comments prior to the meeting by emailing their comment to the City Clerk at city.clerk@amador-city.com before 11:00 AM on the day of the meeting. Emailed public comments will be read during public comment and made part of the official record.

In compliance with the Americans with Disabilities Act, individuals may request disability-related accommodations by contacting the City Clerk before 11:00 AM on the Monday before the Council meeting.

NOTE: Ramp access to the Community Hall is available by driving down the gravel driveway on the North side of the Schoolhouse and parking at the pickleball court.

CALL TO ORDER

FLAG SALUTE/PLEDGE OF ALLEGIANCE

ROLL CALL/ESTABLISH A QUORUM

Council Members Ambroselli, Bragstad, Sherrill, Testa, Staples

PUBLIC COMMENT

Under provisions of the California Government Code, citizens wishing to address the Council for any matter not on the agenda and within the jurisdiction of Amador City may do so at this time. Please address City Council from the podium. Public comments are limited to five minutes or less.

APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA 13 OCTOBER 2026

CONSENT CALENDAR ITEMS

All matters listed under the Consent Calendar are to be considered routine by the City Council and may be enacted by one motion in the form listed. Any item may be removed for separate discussion and possible action and made part of the regular agenda at the request of a councilmember(s).

1. Regular Meeting Minutes of 9 September 2026
2. Financial Reports

REGULAR AGENDA ITEMS:

3. **Pocket Park** *Council Member Sherrill*
Carried over from September City Council Meeting: Discussion and possible action, by motion and vote, regarding repair of the wooden deck at the Pocket Park between Amador Whitney Museum and the Old Tavern.

4. Wastewater Agreement

Discussion and direction regarding the DRAFT Wastewater Agreement between Sutter Creek and Amador City with the pending dissolution of the Amador Regional Sanitation Authority (ARSA).

Attachment: JPA Agreement, 1995
Draft Agreement, Wastewater Collection, Treatment, and Disposal Services
between the City of Sutter Creek and the City of Amador

5. City Officer: Elected City Clerk

Discussion and possible action, by motion and vote, to approve Resolution 658⁸ establishing monthly compensation for the position of elected city clerk versus a salary, correcting the payroll amount to reflect only that for the elected city clerk versus the combined elected city clerk and deputy city clerk, thereby aligning with various sections of California Government Code.

Attachments: Resolution 658

6. City Employee: Administrative Assistant (formerly deputy city clerk)

In June of 2026, City Council, by a vote of 5-0-0, approved re-establishing the position of deputy city clerk, originally created by Ordinance 150 in 2002, as a separate and third staff position in City Hall. The position is that of a nonexempt employee and the City must follow Fair Labor Standards Act by establishing updated hourly wages for the position, updated work hours, an updated title and job description.

Recommendations: 1. That City Council approve the updated title, updated job description and work hours for the position of administrative assistant (formerly deputy city clerk)
2. That City Council approve Resolution 659 describing the position of administrative assistant (formerly deputy city clerk) as nonexempt, establishing the hourly wage and work hours.

Attachments: DRAFT Job Description, Administrative Assistant
DRAFT Resolution 659
Ordinance 150, July 2002, paragraph 2
Minutes of the Meeting of City Council, August 2002, Item 7
Advertisement in Ledger Dispatch, November 2002
Original job description, November 2002

7. Basic police service/law enforcement for Amador City

Review and discuss the draft contract with the City of Sutter Creek for Basic Police /Law Enforcement Services for Amador City, 2027-2028.

Attachment: Draft Contract

REPORTS *This section provides an opportunity for a brief verbal status update on committee meetings and activities of Councilmembers and staff. No action will be taken.*

COUNCILMEMBER REPORTS

Councilmember Ambroselli
Councilmember Bragstad
Councilmember Sherrill
Councilmember Testa
Councilmember Staples

CITY ATTORNEY REPORT

STAFF REPORTS

FUTURE AGENDA ITEMS

ADJOURNMENT

*The next scheduled Regular City Council meeting is Tuesday, 10 November 2026, at 6:00 PM
in the Community Hall at the Old Schoolhouse, 14531 East School Street*

Agenda Item 1

MINUTES OF THE REGULAR MEETING OF THE AMADOR CITY COUNCIL

TUESDAY, SEPTEMBER 8, 2026

Meeting called to order at 6:00 p.m.

Flag Salute and Pledge of Allegiance

Roll Call – Ambroselli, Bragstad, Sherrill, Staples, Testa

PUBLIC HEARING

1. Second Reading of Ordinance #191 – Changing the Zoning of Assessor's Parcel 008-287-007-000 from Residential Single-Family (R-1) to Public and Quasi-Public Space (PS) – Motion to Approve by Sherrill, 2nd by Bragstad, Approved unanimously. RESOLUTION #653 – Adopting General Plan Amendment for change of zoning from R-1 to Public and Quasi-Public Space – Motion by Testa, 2nd by Ambroselli to approve with correction in wording eliminating words “will not”, approved unanimously.

PUBLIC COMMENT – None

APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF SEPTEMBER 8, 2026 – Motion by Testa, 2nd by Ambroselli, approved unanimously.

CONSENT CALENDAR

2. Regular meeting Minutes of August 11, 2026
3. Financial Reports - Motion by Testa, 2nd by Bragstad, approved unanimously

REGULAR AGENDA ITEMS

4. Vacant Elected City Treasurer Position – Motion by Testa, 2nd by Bragstad to appoint Deborah Budrick to fill the position through December of 2028, approved unanimously. At this time the Oath of Office was taken by Mrs. Budrick.
5. RESOLUTION # 655 NOTICE OF COMPLETION AND FINAL PAYMENT for Fire Remediation Project of Old Schoolhouse. Final Payment \$54,074.55. Motion by Testa, 2nd by Bragstad to approve final payment and record Notice of Completion, approved unanimously. An Open House is scheduled for October 9 with invitations going to Chamber of Commerce, ACBCA, City Engineer Frank Whitmore, former Mayor Anne Kel-Artinian, Amador Whitney Museum and others .
6. AMADOR WHITNEY MUSEUM and CITY PARTNERSHIP – Bob Pinotti – A traveling exhibit from the Museum, framed early photographs of Amador City and the region, and Items from Knights of Pythius to be hung in Community Hall.

7. **Readying Community Hall – Ad Hoc Committee – Community Hall Rental Packet –** Motion by Testa, 2nd by Sherrill, approved unanimously.
 8. **PROPOSED: AMADOR CITY LIBRARY** in first floor of Old Schoolhouse – Nikko Ambroselli – Explore the possibility of a library for children and adults. Grants may be available. Further research will be conducted as to feasibility. Bragstad also suggested first floor be rented out as office space.
 9. **POCKET PARK – Councilmember Sherrill** will get bids for repairing deck in Pocket Park next to Museum. Item to be on October agenda.
 10. **BASIC POLICE SERVICE/LAW ENFORCEMENT-** Nikko Ambroselli – Motion by Testa, 2nd by Sherrill to approve \$10,00 for pre-emptive review of contract for law enforcement service by outside legal counsel – approved unanimously.
 11. **RESOLUTION # 656 (supersedes Resolution #597) CITY EMPLOYEE – MUNICIPAL MAINTENANCE WORKER –** Motion by Bragstad, 2nd by Sherrill to approve Job Description of City Maintenance Worker and hours worked, approved unanimously. City Worker takes direction from and reports to City Council. Motion by Sherrill, 2nd by Testa to approve Non-exempt job description of Maintenance Worker, (not under contract) approved unanimously.
 12. **RESOLUTION #657 -CITY OFFICER - ELECTED CITY TREASURER –** Establishing monthly compensation versus salary aligning with California Government Code. Motion by Testa, 2nd by Bragstad to pay compensation of \$500 to Elected City Treasurer, approved unanimously.
 13. **DIGITAL SERVICES AND RECORDS MODERNIZATION PROJECT -** Concerning website .gov address, digital publishing tools and records systems. Nikko Ambroselli – Discussion only
- COUNCIL MEMBER REPORTS:**
None
- STAFF REPORTS -** \$13,000 representing delinquent sewer accounts attached to real estate tax roll.
- FUTURE AGENDA ITEMS –** Pocket Park, TOT, Powder House,
Adjourned 8:05 p.m.

Agenda Item 2

Agenda Item 3

Agenda Item 4

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT made and entered into this 13th day of April, 1995, by and between the City of Amador City, a municipal corporation within the State of California, herein called Amador City, and the City of Sutter Creek, a municipal corporation within the State of California, hereinafter called Sutter Creek; and

WHEREAS, both Sutter Creek and Amador City are public agencies within the meaning of Government Code Section 6500 et seq. and are thus eligible to enter into this the Joint Exercise of Powers Agreement; and

WHEREAS, both entities have the power and authority pursuant to said section 6500 et seq. to exercise the powers referred to herein; and

WHEREAS, both entities have operated under a prior joint powers agreement dated November 14, 1974, and amended November 14, 1974; and

WHEREAS, Amador City needs to have its sewage treated and disposed of; and

WHEREAS, Sutter Creek has the capacity to treat and dispose of Amador City sewage up to 39,000 gpd average daily flow.

WHEREAS, in 1972, the County Water Agency undertook to initiate and coordinate a plan for regional sewage system and to complete and file a Project Report thereon with the State Water Resources Control Board not later than March 1, 1974, in order to qualify the project for said Federal and State grant funding, beginning in the Fiscal Year 1974-75; and

WHEREAS, the project report was thereafter prepared by Leeds, Hill and Jewett, Consulting Engineers and reviewed by the interested agencies, and then adopted and filed by the Amador County Board of Supervisors, prior to the March 1, 1974 deadline; and

WHEREAS, Appendices to the Amador County Wastewater Management Plan were prepared previously for Sutter Creek by E. Richard Schelin, City Engineer and for Amador City (Appendix H. Amador County Wastewater Management Plan, February 28, 1974) by Eugene Weatherby, City Engineer, supplementing, expanding and more closely defining implementation plans, and were filed with the Amador County Report prior to March 1, 1974.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Acceptance of Sewage. Sutter Creek will accept raw (untreated) sewage for treatment and disposal from Amador City, at a flow rate of no more than 39,000 gpd Average Daily Flow.

2. Gas Traps and Backflow Devices shall be installed and maintained by Amador City at all residences not having such devices, along Oro Madre Way.

3. Treatment and Disposal of said Wastewater. Sutter Creek will treat and dispose of said wastewater in a manner approved by the Regional Water Control Board.

Any liability for malpractice in the treatment and disposal of said wastewater shall not pass to Amador City, in the event that the quality and quantity of wastewater received from Amador City is within specification herein stated or agreed to hereafter.

Sutter Creek shall provide and maintain capacity in a treatment plant and disposal facilities for Amador City for 39,000 gpd Average Daily flow.

4. Payments. Amador City shall reimburse Sutter Creek for maintenance, operation and any other costs of the Sutter Creek Treatment and Disposal Plant in proportion to the flow of sewage from Amador City to the total flow. Amador City will meter delivered flows and provide data to Sutter Creek on a monthly basis, and make available the recorded information to Sutter Creek to operate the plant effectively. Flows shall be limited as set forth in paragraphs 1 and 4 of this agreement.

Payment by Amador City shall be made on a quarterly basis. Sutter Creek shall bill Amador City quarterly and Amador City will pay within 30 days. The rate shall be determined annually by October 1, and be based on the annual average on the relative flows of the past year or as adjustments are made to the City of Sutter Creek sewer rates.

Pursuant to California Code of Regulation the quarterly invoice bill shall include the total due as direct payment to Sutter Creek and the amount to be set aside in the Amador City account for the Wastewater Capital Improvement Funds (WCIF).

Once a quarter, upon request, Amador City will provide a sample of effluent for testing by Sutter Creek. No materials which may cause operating difficulties at the plant will be transmitted to Sutter Creek. Only ordinary domestic sewage shall be transmitted. Amador City shall transfer flows between the hours of 11:00 P.M. and 6:00 A.M., which may be changed by verbal agreement.

If at any time during the term of this Agreement Sutter Creek must provide WCIF funds for a facility or facilities used by Amador City under this Agreement, Amador City shall contribute a share of WCIF funds to Sutter Creek in proportion to the capacity allocated to Amador City.

Amador City shall maintain a WCIF fund in proportion to its share of the facility or facilities used, and will report the balance of the fund quarterly.

Any expenditures for increases in plant capacity will be born by Sutter Creek, except if Amador City requires more than 39,000 Average Daily Flow. Then Amador City will pay their fair share of the increased capacity.

Improvements mandated by federal or state law will be financed proportionately by both Sutter Creek and Amador City.

WCIF Expenditures of which Amador City share, which exceed the funds kept in Amador City's WCIF will be negotiated with Amador City before expenditure is made.

5. Service Area. The area to be served under this agreement is the present city limits of Amador City plus any area which Amador City presently provides sewer service to, providing that flows will not exceed the capacity allocated to Amador City at this time.

6. Duration. The duration of this agreement shall be to the year 2013 (with extension). This agreement or any term hereof may subsequently be modified by mutual agreement of the parties hereto.

7. Provide Sutter Creek with rider of Amador's General Liability Insurance for those facilities jointly used subject to limitations as specified in paragraphs 1 and 2 of the Joint Exercise of Powers Agreement.

8. Miscellaneous. Nothing herein shall be deemed to prevent or prohibit either Amador City or Sutter Creek from exercising its power of eminent domain as to the subject matter of this Agreement if such power exists independent of this Agreement.

Nothing herein shall be deemed to prevent either Amador City or Sutter Creek from exercising any power or powers granted under applicable law except as modified by this Agreement.

In the event that Amador County or an authorized agency proceeds with the construction of the Regional Sewage Project without an agreement between Jackson, Ione, or other agency involved providing for the integration of their treatment plants and for Regional Sewer Service to them, or if Amador County should agree to a Joint Powers Authority with them, then this Agreement shall be subject to such revisions as Amador and Sutter Creek may agree are necessary as a result thereof (including its participation in any Joint Powers Authority thus constituted.)

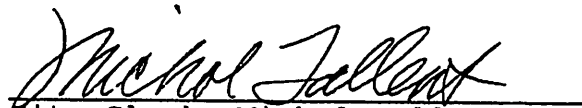
9. Takeover of Sutter Creek Treatment Plant. It is the intent of the parties hereto that, in the event of a takeover of the Sutter Creek Treatment Plant by the County of Amador, or its authorized agency administering and serving wastewater treatment and disposal, Amador City would be entitled to reimbursement, based on the net value of facilities and in a manner equitable and fair to both Sutter Creek and Amador City. Included in the transfer would be title to lands and facilities and any accrued Wastewater Capital Improvement Fund monies and equipment, or other assets pertaining to the facilities thus transferred. The transfer would be effected at the end of a fiscal year, provided any WCIF funds shall be used for the benefit of Amador or any outside areas which contributed WCIF funds. If takeover occurs at a time other than the end of a fiscal year, all treatment plant operating funds budgeted shall likewise be transferred.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement effective as of the date first hereinabove written.

CITY OF SUTTER CREEK:


Mayor, Heidi A. Boitano

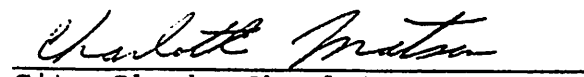
ATTEST:


City Clerk, Michol Tallent

CITY OF AMADOR CITY


Mayor, Susan Bragstad

ATTEST:


City Clerk, Charlotte Matson

BUSINESS TERM SHEET: WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SERVICES

Between the City of Sutter Creek and the City of Amador City

1. Purpose & Background

This Term Sheet outlines the core business and operational terms to govern a new Wastewater Services Agreement between the **City of Sutter Creek** and the **City of Amador City**

- **JPA Dissolution & Succession:** The Amador Regional Sanitation Authority (ARSA) is dissolving. The City of Sutter Creek is the legal successor-in-interest to ARSA for all purposes and is assuming all of ARSA's assets, rights, and obligations, including the regional outfall, state-owned pipelines, reservoirs, and disposal agreements .
 - **Contract Overhaul:** This new agreement replaces the 1995 Joint Exercise of Powers Agreement (which expired in 2013 but has continued in informal use). This agreement rolls the historical **Collection and Treatment** terms and the newly integrated **Disposal** terms into a single, cohesive municipal contract administered directly by Sutter Creek .
-

2. The Parties

- **Service Provider:** **City of Sutter Creek** (as owner/operator of the Wastewater Treatment Plant (WWTP) and the successor to the regional disposal system)
 - **Customer Agency:** **City of Amador City**.
-

3. Scope of Services & Service Area

- **Services Provided:** Sutter Creek ~~agrees to~~ *will* receive raw, untreated domestic wastewater from Amador City's collection system, transport it through Sutter Creek's main lines, provide treatment at the Sutter Creek WWTP to compliant secondary/tertiary standards, and handle final effluent disposal.
- **Service Area:** Restricted strictly to the current municipal boundaries of Amador City and any unincorporated areas Amador City currently serves. Any future service area expansions or annexations that increase wastewater flow require prior written approval from the Sutter Creek City Council .

4. Flow & Capacity Allocations

- **Capacity Right-Sizing:**
 - Under the expired 1995 contract, Amador City was allocated **39,000 Gallons Per Day (gpd)** Average Daily Flow (ADF). *Pending concurrence from Grant Reynolds.*
 - This historical allocation represents **double the capacity** that Amador City actually requires, while Sutter Creek is currently running short on capacity for its own needs .
 - **Proposed Term:** The *existing* baseline capacity allocation for Amador City shall be reduced to a realistic limit of **20,000 gpd ADF**, freeing up critical capacity for Sutter Creek's local use. Amador City retains the right to negotiate the purchase of additional capacity at prevailing connection fee rates if future demand requires it.
- **Flow Window Restriction:** To prevent hydraulic overloading of the Sutter Creek collection system, Amador City must restrict its primary wastewater transfers to the off-peak hours between **11:00 PM and 6:00 AM**.

5. Financials & Cost-Sharing Formulas

To eliminate unfair subsidies and establish long-term financial equity, operational and capital cost-sharing will be divided into clear, manageable structures.

A. Operations & Maintenance (O&M) and Disposal Fees

- **Quarterly Volumetric Billing:** Amador City shall reimburse Sutter Creek quarterly for its proportional share of the actual maintenance, operation, administration, engineering, and legal costs of both the WWTP and the regional disposal system.
- **The Billing Ratio:** Billing is calculated by multiplying total O&M/Disposal costs by the ratio of Amador City's metered wastewater flow to the total flow treated at the plant over the preceding year .

B. Capital Improvement Project (CIP) Framework

Major capital projects at the WWTP or the disposal system will be funded through three distinct categories to ensure fair cost distribution :

1. **Bucket-Category 1: Repair & Replacement (R&R) of Existing Assets** (*e.g., replacing aging pumps, clarifier roofs, or disposal pipelines*).
 - **Cost-Sharing Rule:** Shared based on **Allocated Capacity Percentage** (Amador City's capacity right divided by total plant design capacity). Amador City pays for

its constant "readiness to serve" regardless of its actual volumetric flow in a given month.

2. **Bucket-Category 2: Expansion for Growth** (e.g., *expanding basins or pipelines to handle new development*) [1025].

- **Cost-Sharing Rule: Growth Pays for Growth** . If Sutter Creek or the Amador Water Agency (AWA) expands the plant to serve new growth in their respective areas, Amador City pays \$0 . If Amador City requests capacity exceeding its base allocation, it must pay 100% of the capital costs required to secure that expansion .

3. **Bucket-Category 3: Regulatory Upgrades** (e.g., *state-mandated tertiary upgrades or discharge standard changes*) [1025].

- **Cost-Sharing Rule: Shared proportionately based on allocated capacity** .
Exception: If the regulatory upgrade is triggered by high-strength waste from Amador City's commercial impacts, Amador City pays a corresponding surcharge .

6. System Ownership, Metering & Conveyance

- **Conveyance Responsibility:** Amador City remains solely responsible, at its own expense, for operating and maintaining its collection pipes and getting its raw sewage "over the hill" to the designated connection point with Sutter Creek's system
- **Point of Connection:** The sewer system intertie located on Oro Madre Way .
- **Metering:** Amador City shall maintain a certified wastewater flow meter at the connection point, provide Sutter Creek with daily metered flow records on a monthly basis, and allow Sutter Creek full access for calibration and testing.

7. Quality Standards, Compliance & I&I Surcharges

- **Domestic Waste Only:** Amador City shall only discharge ordinary domestic sewage . Industrial waste, fats, oils, grease (FOG), and heavy metals are strictly prohibited . Amador City must enforce a local sewer-use ordinance to maintain these standards .
- **Oro Madre Way Protection:** Amador City must maintain and inspect gas traps and backflow devices on all residential connections along Oro Madre Way.
- **Inflow & Infiltration (I&I) Controls:** To prevent storm-water from flooding the treatment plant during winter, the following wet-weather limits are established:
 - **Peaking Factor Threshold:** Amador City's Peak Wet Weather Flow (PWWF) during storms must not exceed an established Peaking Factor (e.g., **3.5 times** its Average Dry Weather Flow).
 - **Wet Weather Volumetric Surcharge:** Any flows transmitted to Sutter Creek during storms that exceed the Peaking Factor threshold will be billed at a

premium rate (e.g., triple the standard treatment rate) to cover hydraulic overloading costs and incentivize pipe relining .

- **Mandatory Corrective Action:** If Amador City exceeds its PWWF limit more than three times in a single wet season, it must fund a Sanitary Sewer Evaluation Survey (SSES) and execute a corrective repair plan within 12 months .
- **3-Year Grace Period:** Surcharges will be waived for the first three years of the agreement to allow Amador City to make good-faith progress on initial collection system repairs [1034].

8. Liability, Fines, and Indemnification

We propose to replace the unfair "sole liability" provision of the 1995 contract (which absorbed Amador City of treatment plant liabilities) with a balanced, modern municipal framework.

- **Proportional Operating Liability:** Sutter Creek is responsible for malpractice or negligent operation of the WWTP and disposal system . However, Amador City is fully liable for damages, regulatory violations, and spills caused by its negligent maintenance of its own collection lines .
- **Pass-Through Environmental Fines:** If the Regional Water Quality Control Board issues an administrative civil liability fine or Notice of Violation to Sutter Creek due to a plant overflow or permit breach *directly caused* by Amador City exceeding its wet-weather peaking limits or discharging prohibited waste, Amador City is legally required to assume **100% of the financial liability** for that fine.

9. Term, Termination & Dispute Resolution

- **Contract Term:** **20 years** from the date of execution, aligning with the financing and lifecycle of the new regional wastewater treatment plant .
- **Termination:** Any party may terminate the agreement upon **365 days' written notice** to the other, subject to Amador City paying all outstanding O&M and capital debt obligations .
- **Dispute Resolution:** Prior to litigation, the ~~General Managers~~ *City Manager of Sutter Creek and Mayor of City of Amador* must engage in **30 days of good-faith negotiations**, followed by structured third-party mediation]. Prevailing party in any subsequent legal action is entitled to reasonable attorneys' fees and costs.

Agenda Item 5

DRAFT Resolution 658

A Resolution of the City of Amador, California,
Approving Compensation for the Position of the Newly Elected City Clerk
with a Term of Office Beginning January 2027

WHEREAS, the City of Amador City employs an Elected City Clerk; and

WHEREAS, per Government Code 36517, the city clerk shall receive, at stated times, a compensation fixed by ordinance or resolution.

WHEREAS, Resolution 640, August 2025, stated that the city clerk shall work when City Hall is open to the public for city business with a commensurate increase in compensation for the Elected City Clerk; and

WHEREAS, the compensation for Elected City Clerk has included the salary for the appointed position of Deputy City Clerk; and

WHEREAS, there can be no correction that fixes the current compensation to solely that of Elected City Clerk until there is a new term of office; and

WHEREAS, the current term of office of the Elected City Clerk ends December 2026;

THEREFORE, THE CITY COUNCIL OF THE CITY OF AMADOR, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

That, effective January 2027, the monthly compensation for the newly Elected City Clerk, who shall continue to work when City Hall is open to the public for city business, with a four-year term of office that begins January 2027, is \$700.00 per month.

PASSED AND ADOPTED by the City Council of the City of Amador City, California, this 13th day of October 2026 by the following vote, to wit

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor, City of Amador City

ATTEST:

City Clerk, City of Amador City

ORDINANCE NO. 150

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMADOR CITY ESTABLISHING COMPENSATION OF CITY OFFICERS AND REPEALING ALL ORDINANCE AND PARTS OF ORDINANCES, RESOLUTIONS OR MINUTE ORDERS INCONSISTENT THEREWITH

THE CITY COUNCIL OF THE CITY OF AMADOR CITY finds as follows:

Whereas the City Council of the City of Amador City recognizes the need to establish current salaries consistent with the statutory duties of city officers, and

Whereas, the City Council of the City of Amador City intends to create a deputy clerk position for the purpose of performing non-statutory clerical and other duties previously performed by the Amador City Clerk,

1. NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF AMADOR CITY DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: SHORT TITLE .

This ordinance shall be known as the "Salary Ordinance".

Section 2: GENERAL PROVISIONS:

a) The salaries provided in this ordinance shall be in full compensation for all services, statutory and of every kind and description rendered by the city officers:

b) The premiums, if any, upon the official bonds required by law of all officers herein shall be City charges and payable out of the General Fund of the City of Amador City.

c) The salaries are fixed on the basis of part-time service.

Section 3: PAYDAYS:

All warrants for salary payment to City officers shall be approved by the City Council at their regular meeting each month, for the period ending on the last day of the previous month.

Section 4: SALARY SCHEDULE.

The salaries of City Officials of the City of Amador City are established as follows:

CITY CLERK \$ 150.00 per month.
CITY TREASURER \$ 150.00 per month.

Section 5: SEPARABILITY.

If any section, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, or void for any reason, such finding shall not affect the remaining portions of this Ordinance.

Section 6: REPEAL OF OTHER ORDINANCES.

All other ordinances and parts of ordinances or Resolutions or Minute orders, in conflict with this Ordinance are hereby repealed.

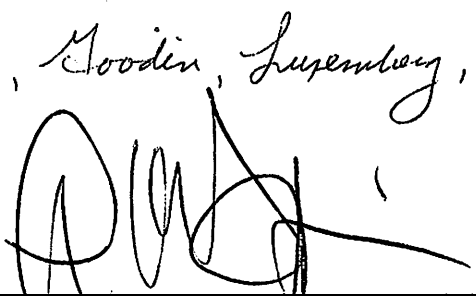
Effective date: This ordinance shall take effect thirty (30) days from the date of adoption.

The forgoing Ordinance of the City of Amador City was duly passed and adopted by the City Council of the City of Amador City on the 18th day of July, 2002, by the following vote:

AYES: 5 Lynch, McKenna, Goodin, Luxemburg, Davidson

NOES: 0

ABSENT: 0


MAYOR OF THE CITY OF AMADOR CITY

ATTEST:


CITY CLERK

City of Amador City
Minutes of Meeting of the City Council
Thursday, August 15, 2002

1. Meeting called to order 7:00 p.m.
2. Roll Call: Present, McKenna, Goodin, Luxemberg, Davidson. Absent, Lynch
Approval of Agenda moved by McKenna, 2nd by Davidson, Ayes, Goodin, McKenna, Luxemberg, Davidson
3. Consent Agenda: Approval moved by McKenna, 2nd by Luxemberg, Ayes, Goodin, McKenna, Luxemberg, Davidson
4. Citizens Addressing Council. Benjamin Kenney requested information regarding sewer hook up for property partially located in County and partially in City. Referred to City Hall to obtain necessary packet.
5. Public Hearings:
 - A. DRAFT CONSERVATION AND OPEN SPACE ELEMENTS OF THE AMADOR CITY GENERAL PLAN: 2nd Hearing. Speakers from public at large: Joyce Thierkauf; percent of growth in County and City since 1983, number of lots available for development in City, slope/density issues, Edward Swift; requested copy of current element, mining issues, recommended workshop and outlined method of procedure, Warren Wright; general concerns, John Deasey; mining issues. It was revealed that the topographical map included in the draft element contained numerous deficiencies and errors. A suggestion was made that a new map/aerial view photograph be procured. After input from interested parties it was decided a workshop would be scheduled. Planner Laurie Oberholzer will focus on mining, slope/density, and Special Purpose/Open Space issues for the first workshop. Interested parties provided mailing information on a sign-up sheet and a workshop date will be set.
 - B. CODE ENFORCEMENT: (1) 14471 Church Street; Moved by McKenna, 2nd by Goodin to commence abatement action. Ayes: McKenna, Goodin, Davidson, Noes: Luxemberg. (2) 11150 Amador Creek Road: No Action. (3) Mine Shaft, Amador Creek Road. Construction of cyclone fencing around wooden mine shaft cover reported. (4) Abandoned Jeep on Keystone Alley. No Action
6. City Improvement Projects: South Parking Lot: No Action
7. Deputy City Clerk: McKenna moved, Davidson 2nd to adopt Deputy City Clerk job description and suggested pay of \$715 per month based on 11 hours per week. Ayes: McKenna, Goodin, Luxemberg, Davidson
8. City Attorney Contract: Discussion of exhaustion of contract hours for 2002. No Action

Help Wanted 220

Sutter Amador Hospital

CERTIFIED NURSING AIDE / ECR
PD & PT positions. Varied Shifts
Requirements: Current C.N.A. li-
cense and Certification. High
School diploma. CPR Certificate.
Fax 209-223-7454, Job Line 209-
257-7606. 200 Mission Blvd., Jack-
son, CA 95642. Web Site:
<http://sutterhealth.recruitsoft.com> A
Sutter Health Affiliate Drug Screen-
ing, Background Checks req'd. EOE

Sutter Amador Hospital

CLINICAL LAB ASSISTANT VARIED SHIFTS - Per Diem

Current Phlebotomy certificate and
High School diploma required. Com-
puter skills and knowledge of testing
requirements required. Starting pay
\$11.90 to \$13.12 per hr. DOE. Web-
site: www.sutterhealth.org/employment
Fax 209-223-7454, Job Line 209-
257-7606. 200 Mission Blvd., Jack-
son, CA 95642. A Sutter Health Af-
filiate Drug Screening, Background
Checks required. EOE

The Bret Harte Union High School
District is accepting applications for
the following Coaching positions:
Girls Golf coach, Junior Varsity Girls
Soccer Coach, and Junior Varsity
Baseball Coach. For application
contact Lynn Porovich, Administra-
tive Assistant, Bret Harte Union
High School district, PO Box 7000,
angels Camp, CA 95221. (209) 736-
8340. EOE. E-mail at
lpovich@bhuhd.k12.ca.us
Closing Date: Open until filled

DELIVERY TRUCK DRIVER: must
have Class B Lic. with HazMat, Tank
Endorsement & air brakes. Call
Coast Gas, Pioneer. 295-7087.

DENNY'S RESTAURANT

Hiring F/T

Restaurant Managers

with a min. of 2yrs exp.

Fax resumes to: 472-8348

Also hiring for all positions
F/T & P/T

Apply in person at
200 S. Hwy 49, Jackson

Deputy City Clerk, City of Amador
City. Part-time position available 12-
1-02 or sooner. 11 hours per week,
general office and computer skills,
oversee Community Center, person-
nel, support to Mayor, Treasurer,
City Council \$715.00 p/m, no bene-
fits. Call for complete job descrip-
tion. Amador City Hall 267-0682.

DEPUTY PROBATION OFFICER I/II

F/T, \$14.74-\$17.92/\$17.83-\$21.67
per hr. Req's grad. from an accred-
ited 4-yr college with a major in
criminology, sociology, psychology,

Help Wanted 220

MEDICAL ASSISTANT

needed for busy
Family Practice.

F/T, Experience a must.

Please send resume to:

Family Practice

817 Court St., Suite 12
Jackson, CA 95642

Medical Front desk/Filer, P/T,
Busy Jackson office. Mail to: 1000
Fowler Wy #5, Placerville, 95667

**NEED PERSON FOR REMODEL-
ING, PAINTING & HAULING.** Resi-
dential. Must have tools, exp. &
ref's. Local work (510)522-6888

OFFICE ASSISTANT I

F/T, \$8.19-\$9.95/ hour. Must have
at least 1-2 yrs experience and
ability to perform a variety of office
support duties. Contact: Amador
Co. Personnel Dept. 500 Argo-
naut Lane, Jksn, CA, 95642. Ph.
223-6456; website: [www.co.ama-
dor.ca.us](http://www.co.ama-
dor.ca.us) Closes: 11/8/02.

Sutter Amador Hospital

Pharmacy Technician

Per Diem position - Days. Provides
preparation and distribution of medi-
cations and IV solutions within the
hospital. Minimum requirements
are: Registration with the State of
California, knowledge of medical
terminology; pharmaceutical generic
and trade names; calculations; and
laws and regulations.

Fax 209-223-7454, Job Line 209-
257-7606. 200 Mission Blvd., Jack-
son, CA 95642. a Sutter Health Af-
filiate Drug Screening, Background
Checks required. EOE

RDA POSITION available for active
Dental office with a very pleasant
professional setting. Flexible work
hrs. Please fax resume to: 267-9309.

RDA with X-Ray License. 2-3 days
week- Tuesday/Wednesday/Thurs-
day. Fax resume to: 296-2555.

Sutter Amador Hospital

RN STAFF EDUCATOR - Clinical
Instructor, Part Time and Per
Diem; Current CA RN Lic. BSN or
valid teaching credential required.
Current BLS Provider and instructor
Certificates within 6 mo. of hire re-
quired. Education background in
teaching and training methods re-
quired. Active employment in hospi-
tal nursing within the past 3 yrs.,
Min. of 3 yrs. acute care desirable.
FAX 209-223-7454, Job Line (209)
257-7606, 200 Mission Blvd. Jack-
son, CA 95642. A Sutter Health
Affiliate, Drug Screening-Back-
ground Checks - EOE

PROSPECT MOTORS

Rooms, Studios, Shares 310

PUBLISHER'S NOTICE:

All real estate advertising in this
newspaper is subject to the Fair
Housing Act which makes it ille-
gal to advertise "any prefer-
ence, limitation or discrimina-
tion based on race, color, reli-
gion, sex, handicap, familial sta-
tus or national origin, or an in-
tention to make any such prefer-
ence, limitation or discrimina-
tion. Familial status includes
children under the age of 18 liv-
ing with parents or legal custo-
dians, pregnant women and
people securing custody of chil-
dren under 18. This newspaper
will not knowingly accept any
advertising for real estate which
is in violation of the law. All
readers are hereby informed,
dwellings advertised in this
newspaper are available on an
equal opportunity basis. To
complain of discrimination call
HUD toll free at 1 800-669-9777.



Apartments For Rent 320

AMADOR CITY, KEYSTONE APTS

Beautiful 1bd. apt. \$700 mo.
No smoke or pets. 267-0386

1BD apt. Sutter Creek, \$750 a mo.
\$350 security deposit.

Ref's & Credit check required
267-5188

Sutter Hill, 1bd. \$750, 2bd. \$850

Beautiful, All New. includes,

Storage, Cov'd pkgng.

No Smoking. (209)304-5285

Duplexes For Rent 330

LAKE CAMANCHE 2bd, 2ba, Ga-
rage, Great area. \$795+ security+
last. Broker, 274-6919.

Homes/Condos for Rent 340



Castle Oaks
Real Estate

CURRENT RENTAL OPPORTUNITIES

3 bd, 2 ba, single story
home in up-scale area
in Sutter Creek.

Deputy City Clerk

Maintain office hours Monday and Thursday 9:00 a.m. to 11:00 a.m.

Daily (Monday and Thursday only)

1. Answer phones, take messages,
2. Open and disperse mail; consult with Mayor or other council person
3. Keep filing up to date
4. Maintain tickler file
5. Prepare correspondence as required
6. Prepare warrants as invoices are received.

Weekly

1. Supervise City Maintenance Personnel (1 person)
2. Check paper for Fictitious Name Statements in Amador City for possible permits

Monthly

1. Coordinate and work with Treasurer on Warrants, Time Cards and other financial matters, mail checks
2. Prepare Agenda with Mayor
3. Post, e-mail, fax and/or mail Agenda and any Notices required by law to appropriate recipients. Posting must be 72 hours in advance of meeting in 4 places, Post Office (inside and outside), City Hall, and downtown bulletin board near Sherrill's Antiques
3. Place Agenda, minutes, financial reports and supporting documents in each Council person's file. If you are unsure of anything ASK
4. File Minutes, Ordinances, Resolutions and Financial Statements after Council Meetings

Quarterly

1. Follow up for payment of TOT tax. (At this writing there are two sources.)

Annually or As Needed

1. Collect and maintain Business License Fees and records. (*See Attachment*)
2. File Form 700 required by FPPC and Conflict of Interest documents for all office holders.
3. Secure from City Bookkeeper delinquent sewer list in June. Send letters to delinquent accounts, place on property taxes in July/August
4. Coordinate with Mayor, Council Members and Treasurer on preparation of budget
5. Send TOT tax forms (four forms representing quarterly returns) to hotels/B&B's in

January. (At this writing there are two B&B's in the city)

Bi-Annually or As Needed

1. Elections procedures (County provides instructions, forms, etc.)

As Needed

1. Hand out packets ie: Sign Review, Design Review, Building Permit, Lot Split, Request for Variance, Home Occupation Permit, etc., when requested. Packets are located in file cabinets. ***DO NOT GIVE OUT MASTER COPY. ALWAYS BE CERTAIN THERE ARE AT LEAST TWO FULL PACKETS IN EACH FILE.*** When completed packets are returned, be certain appropriate fee is included. Give packet with notation that fee has been received to appropriate "official" (building inspector, engineer, Design Review Committee chairman) for handling. Checks for fees should be stamped with deposit stamp and given to Treasurer. ***If uncertain of any aspect of above ASK***
2. Maintain insurance records
3. Maintain Cemetery Records (re: interment in City Cemeteries). (Request copy of Death Certificate in lieu of burial permit) (required by State)
4. Maintain record of terms held by Council Members (required by State)
5. Manage Community Center Rental and Maintenance (*See Attachment*)
6. Maintain account at Post Office for stamps, etc.
7. Monitor grease trap compliance (three restaurants, one bakery).
8. Hold alternate PARSAC representative post
9. Inventory office supplies (paper, fax paper, tapes, etc.) and order as needed
10. Coordinate with building inspector on "final" of new construction, and notify bookkeeper to add new property to sewer billing.
11. Be contact person with sewer personnel (Terry Coulter) and independent contractors.

Recommended salary: \$15.00 per hour based on 11 hours per week, \$715.00 per month. This should be a salaried position because most weeks hours worked will be well under 11; however, to provide for busy seasons and increased Community Center business a basis of 11 hours average weekly is used.

Agenda Item 6

DRAFT Resolution 659

A Resolution of the City of Amador, California,
Re-establishing the Position Formerly called Deputy City Clerk
with an Updated Title of "Administrative Assistant",
an Updated Job Description, updated Hours and Hourly Wage

WHEREAS, the City of Amador established the position originally called deputy city clerk in 2002 in Ordinance 150; and

WHEREAS, currently, City Hall functions without this position, which limits both the ability to process administrative work within statutory timeframes and the ability to provide support to City Council; and

WHEREAS, re-establishing the part-time position as a stand-alone and third staff position in City Hall, with an update title of "administrative assistant", updated job description, updated hours and hourly wage is needed both to ensure continuity and to ensure legal compliance; and

WHEREAS, the administrative assistant position (formerly deputy city clerk) is classified as a non-exempt hourly employee under the Fair Labor Standards Act (Title 29 of the United States Code);

THEREFORE, the City Council of the City of Amador, California, does hereby resolve as follows:

That the position of Administrative Assistant with an hourly salary ranging from \$20.00 to \$22.00 per hour, depending on qualifications, for 12 hours per week, comparable to \$960.00 to \$1056.00 per month is established as a stand-alone and third staff position in City Hall.

PASSED AND ADOPTED by the City Council of the City of Amador, California, this 13th day of October 2026 by the following vote, to wit

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor, City of Amador City

ATTEST:

City Clerk, City of Amador City

City of Amador
DRAFT Job Description: Administrative Assistant (formerly, Deputy City Clerk)

A part-time Administrative Assistant with a non-statutory focus performs specialized administrative, technical, and records support. This revived position will concentrate on departmental operations, public records, and meeting coordination.

Key Responsibilities

- **Brown Act Compliance:** Assist in compiling, formatting, and physically/digitally posting City Council agendas **72 hours prior** to regular meetings to comply with CA Government Code § 54950.
- **Minutes & Legislative Record:** Attend evening City Council meetings to record proceedings and draft official action minutes as mandated by Government Code Section 40801.
- **Coordination with City Clerk regarding Records Management:** Organize, index, scan, and archive municipal documents, ordinances, and resolutions following state retention schedules.
- **Public Records Act (CPRA) Processing:** Log and coordinate responses to California Public Records Act requests, ensuring legal timelines (typically 10 calendar days) are strictly tracked.
- **FPPC Filing Assistance:** Serve as an assistant filing officer for Fair Political Practices Commission (FPPC) requirements, tracking Form 700 (Statements of Economic Interests).
- **Coordination with City Treasurer and Bookkeeping Firm:** Prepare and record municipal warrants and checks alongside the Treasurer, and ensure all official financial records are securely indexed and archived.
- **Administrative Duties:** Process legal notices for publication, track invoices, maintain office supplies; prepare reports and memos for City Council Meetings
- **Office Coverage:** Maintain office continuity and fill in during the absence of the City Clerk or City Treasurer.
-

Required Qualifications

- **Education:** High school diploma or equivalent; college coursework in public administration, business, or secretarial science is a plus.
- **Experience:** Two to three years of responsible clerical, administrative, or secretarial experience, preferably within a public agency or legal setting.
- **Knowledge of:** Basic municipal government functions, modern office software and record-keeping systems, including, but not limited to, various word processing platforms and data systems; data storage; and, adherence to California's cyber-security framework for government entities.
- **Skills:** Strong typing accuracy, clear written and verbal communication, and the ability to handle confidential materials with discretion.

Position Details

- **Position:** Part-Time Administrative Assistant (Confidential/Non-Exempt)
- **Hours:** 12 hours per week (flexible scheduling typically spread across 3-4 days, including mandatory evening attendance at City Council meetings)
- **Reports to:** Mayor
- **Takes direction from:** City Council

Compensation & Benefits

- **Hourly Wage:** per hour, \$20.00 to \$22.00, depending on qualifications
- **Annualized Part-Time Salary:** Approx. \$11,520 to \$12,672 per year
- **Benefits:** This position is part-time and does not include medical/dental benefits. In compliance with the California Paid Sick Leave law, part-time employees are legally entitled to paid sick time (accrual rate of 1 hour of sick leave for every 30 hours worked).

Agenda Item 7

**AGREEMENT FOR PROVISION OF
POLICE SERVICES FROM THE CITY OF SUTTER CREEK
TO THE CITY OF AMADOR CITY**

This Agreement For Provision of Police Services ("Agreement") is made and entered into effective July 1, 2027 ("Effective Date") between the City of Sutter Creek, a California general-law city ("Sutter Creek"), and the City of Amador ~~City~~, a California general-law city ("Amador City"). Sutter Creek and Amador City are each referred to within as a "Party" and collectively as "Parties."

Recitals

A. **WHEREAS**, Amador City desires to contract with Sutter Creek for the performance of the law enforcement functions described within;

B. **WHEREAS**, Sutter Creek is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and

C. **WHEREAS**, interagency contracts for provision of police services from one city to another are authorized under California Government Code section 54980 *et seq.*

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Agreement

1. **Scope of Services.** Sutter Creek shall provide the Services as described more particularly in Exhibit A ("Police Services") within Amador City. For the purpose of providing the Police Services, Sutter Creek shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of services to be provided. Sutter Creek shall provide no law enforcement headquarters within Amador City. Sutter Creek shall not maintain any police telephone number other than its own.

2. **Term.** Unless sooner terminated as provided for in Section 9, this Agreement shall be effective July 1, 2027 and shall remain in effect until June 30, 2028. This Agreement shall automatically renew for successive one-year terms, commencing on July 1 of each year, unless either Party gives notice in writing to the Other Party at least 90 days before the expiration of the the initial term of this Agreement (i.e., the term ending on June 30, 2028), or for each extension year thereafter, at least 180 days before the expiration of the extended term, that the Party no longer will provide or receive services under this Agreement. Upon the sending or receipt of such a termination notice, Sutter Creek shall continue providing services through June 30 of the year in which the notice is sent and shall have no further obligation to provide Police Services on and after July 1 of that year.

3. Compensation.

A. Police Services.

i. Labor Costs. Amador City shall pay for the cost of police labor in providing the Police Services \$85,000 per fiscal year (i.e., July 1 to June 30), which will be invoiced as provided in Paragraph 3.C. This rate of pay for Police labor shall be effective for the initial term of this Agreement. Should this Agreement be extended beyond this initial period, as provided in Paragraph 2, the rates of Police labor shall be increased as provided in Paragraph 3.A.ii.

ii. Adjustments. Effective July 1, 2028, and on each anniversary thereafter for any one-year extension provided in Paragraph 3, the cost of Police labor under Paragraph 3.A.i of this Agreement shall be increased by an amount equal to the annual labor cost increase established in the Sutter Creek Peace Officers' Association labor agreement with Sutter Creek, as applicable to personnel providing services under this Agreement.

iii. Credit for Inability to Perform Police Services. Should Sutter Creek be unable for any period of time during this Agreement from providing Police Services due to labor strikes, boycotts, or force majeure events, Amador City shall be credited for the pro-rata share of time Police Services were not provided on the next the quarterly invoice, as provided per Paragraph 3.C, Sutter Creek provides to Amador City.

iv. Additional Costs and Expenses. Amador City shall further pay Sutter Creek any additional costs and expenses Sutter Creek incurs in performing the Police Services, which costs and expenses shall be charged on a time-and-materials basis and invoiced as provided in Paragraph 3.C. *(Please specify what may generate these additional costs and expenses or what they may include ... as written it presents as open-ended)*

v. Police Vehicle Purchases. Effective July 1, 2030, if this Agreement is extended per Paragraph 3 into that year, and in every even year this Agreement is extended thereafter, Amador City shall contribute its proportionate share, based on its relative population compared to Sutter Creek's, toward the acquisition of a fully outfitted police vehicle, for the purpose of defraying capital costs associated with providing Police Services under this Agreement. The respective populations of the Parties shall be determined by the most recent decennial Census in effect in the year in which the pro-rate contribution is due. Sutter Creek shall charge this contribution, when due, on an invoice in accordance with Paragraph 3.C.

This section does not seem appropriate in a contract for basic police services. "Extraordinary Costs" generated from Extraordinary Services, and as outlined in this section, reflect mutual aid and duties of the County Sheriff's Office. Cities do not reimburse the County for Sheriff's county-wide services. Perhaps there should be a statement of the chain of command for the need for extraordinary services— through the Sutter Creek Police Chief (paragraph 4A).

~~vi. Extraordinary Costs. If, during any given quarter, Sutter Creek is required to provide an exceptional or significantly higher level of Police Services to the Amador City beyond what is customarily expected under this Agreement, the Parties agree~~

~~to engage in discussions to assess the scope and impact of these extraordinary services. The purpose of these discussions will be to determine a fair and reasonable adjustment to Amador City's payment obligations, ensuring that Sutter Creek is adequately compensated for the additional resources, personnel, or operational costs incurred. For the purposes of this Agreement, examples of "extraordinary services" may include, but are not limited to; responses to civil disturbances, riots, or large-scale protests; high-profile criminal investigations or major crime incidents requiring specialized units, extended investigative work, or significant overtime and travel by Sutter Creek personnel; emergency or unplanned public safety measures during major events, festivals, or gatherings that exceed routine patrol and event security duties; deployment of specialized law enforcement units, such as SWAT, bomb squads, hazardous material teams, or crisis negotiation teams, in response to critical incidents within Amador City; and any other unforeseen circumstances that result in a substantial and unplanned demand for law enforcement services beyond the normal scope of operations covered under this Agreement.~~

B. Dispatch Services. Amador City shall be solely responsible for payment of its proportionate share of dispatch services, as charged by the Amador County Sheriff ("County Sheriff"). Sutter Creek shall bill Amador City for Dispatch Services on a pass-through basis, reflecting the actual costs incurred from the County without markup or surcharge. Pass-through costs shall be paid by Amador City to Sutter Creek, following Sutter Creek's receipt of the same in response to an invoice per Paragraph 3.C.

C. Invoices. Sutter Creek shall provide to Amador City within ten days after the close of each calendar quarter a standard invoice for all services performed, and costs and expenses incurred, during the quarter, and Amador City shall pay the County therefore within thirty (30) days after the date of the invoice.

4. Administration.

A. Police Chief. The Sutter Creek Police Chief, acting under the general direction of the Sutter Creek City Manager, shall have sole authority to direct the operations and delivery of all Police Services provided by Sutter Creek to Amador City. The Sutter Creek Police Chief shall be deemed to be Amador City's Police Chief as provided in Government Code section 36830(a). The Police Chief shall report, as necessary, to the ~~City Manager~~ Mayor and City Council of Amador City as any other designated Department Head regarding business and operational issues related to Amador City Police Services.

B. Control and Supervision of Personnel. All services performed by Sutter Creek under this Agreement, including, without limitation, the planning, organization, scheduling, direction, supervision, establishment of performance standards, discipline of personnel, and all other matters incident to the performance of such services and control of personnel, shall remain exclusively with Sutter Creek. The Sutter Creek Police Chief shall retain sole and exclusive authority over the activities, conduct, and supervision of Sutter Creek personnel assigned to perform services for Amador City pursuant to this Agreement. Sutter Creek shall also be solely responsible for all collective bargaining, labor relations, employee grievance, and personnel regulation obligations concerning its employees.

C. No Liability for Sutter Creek Personnel Compensation or Retirement. Amador City shall have no obligation or liability for the direct payment of any Sutter Creek Police Department salaries, wages, or other compensation owed to any personnel of the Sutter Creek Police Department performing services pursuant to this Agreement. Nor shall Amador City have any responsibility for any retirement benefits or obligations Sutter Creek provides its employees under the California Public Employment Retirement System. Sutter Creek shall be exclusively responsible for paying its employees' salaries, wages, compensation, benefits, and retirement benefits.

D. Annual Review of Police Services. No later than March 1 of any fiscal year in which this Agreement is in effect, Amador City and Sutter Creek shall conduct an annual review of the services provided under this Agreement. Such review shall include, but not be limited to, an evaluation of the quality, scope, and effectiveness of police services provided to Amador City, as well as a detailed assessment of the costs associated with providing such services. The Sutter Creek Police Chief and a designated representative shall meet with the City Council of Amador City to discuss the results of the annual review and to consider any recommended adjustments to service levels to ensure the continued effectiveness of the services provided under this Agreement.

E. Performance Review of Sutter Creek Personnel. In addition to the annual review, Amador City may request, at any time, a review of the performance of any Sutter Creek personnel assigned to provide services under this Agreement. Such review shall be conducted by the Sutter Creek Police Chief and a designated representative of Sutter Creek. Upon completion of the review, any direction, additional training, reassignment, or transfer of Sutter Creek personnel deemed necessary shall be implemented at the sole discretion of the Police Chief.

5. Cooperation.

A. Sutter Creek shall give Amador City full cooperation and assistance of its officers, agents, and employees and hereby designates its ~~City Manager~~ Mayor as its representative to coordinate with Amador City on all Services provided pursuant to this Agreement.

B. Amador City shall give Sutter Creek full cooperation and assistance of its officers, agents and employees and hereby designates its ~~City Manager~~ Mayor to coordinate with Sutter Creek City Manager all activities provided pursuant to this Agreement.

C. *The Sutter Creek City Manager and Mayor of Amador City or their delegates will meet each other as needed to resolve conflicts that may arise in the performance of this Agreement.*

6. Indemnification.

A. Duty to Indemnify. Sutter Creek, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of ~~Sutter Creek~~ (*should this be "Amador City"?*) or of any officer or employee thereof. Amador City shall defend, indemnify, and hold harmless Sutter Creek, its officers and employees, from any claims for action arising from or alleged to have arisen from an act or omission of Amador City or its officers and employees; provided, however, that Sutter Creek officers and employees performing duties pursuant hereto shall not be deemed Amador City officers or employees for the purpose of this

paragraph. Sutter Creek shall defend, indemnify, and hold harmless Amador City, its officers and employees, from any claim or action arising from or alleged to have arisen from any claim or action arising from or alleged to have arisen from an act or omission of Sutter Creek or its officers and employees based on the negligence thereof.

B. Notification. Each Party shall promptly notify the other Party of any claim, action, or proceeding concerning the Police Services provided under this Agreement.

7. Early Termination. Notwithstanding any other provision of this Agreement, in the event that Amador City's COPS funding is reduced, suspended, or terminated for any reason, Amador City shall have the right to immediately terminate this Agreement upon written notice to the other Party. Such termination shall be effective as of the date specified in the notice, and Amador City shall not be obligated for any costs or liabilities incurred after the effective date of termination. In this event, Sutter Creek shall no longer be responsible to provide Police Services as of the same date.

8. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, or overnight courier service during Amador City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to Sutter Creek:

City of Sutter Creek
Attention: City Manager
18 Main Street
Sutter Creek, California 95685

If to Amador City:

City of Amador City
Attention: Mayor ~~City Manager~~
P.O. Box 200
Amador City, California 95601

The Parties agree to notify each other in writing of any change in the contact person(s), mailing addresses, email addresses, and/or facsimile numbers.

9. General Provisions.

A. No Delegation. ~~Amador City~~ **Neither party** shall ~~not~~ delegate, transfer, subcontract, or assign its duties or rights hereunder, either in whole or in part, and any attempt to do so shall be void and of no effect. ~~Sutter Creek~~ **Neither Party** shall ~~not~~ be obligated or liable under this Agreement to any party other than the party hereto.

B. Captions. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

C. Authority of Parties. Each Party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any Party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

D. Waiver. The waiver by Sutter Creek or Amador City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same, or any other term, covenant, or condition herein contained. No term, covenant, or condition of this Agreement shall be deemed to have been waived by Sutter Creek or Amador City unless in writing.

E. Exercise of Rights and Remedies. Each right, power and remedy provided for herein, or now, or hereafter existing at law, in equity, by statute, or otherwise, shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein, or now, or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

F. Savings Clause. If any term or provision of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid, and be enforced, to the fullest extent permitted by law.

G. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

H. Integration. This instrument contains the entire Agreement between Sutter Creek and Amador City with respect to the transactions contemplated herein. No other prior oral or written agreement(s) are binding upon the Parties. Amendments hereto, or deviations here from, shall be effective and binding only if made in writing and executed by Sutter Creek and Amador City.

I. Assignment. Neither Party shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Party, and no assignment shall be of any force or effect whatsoever unless and until the other Party shall have so consented.

J. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

K. Dispute Resolution. In the event of any dispute between Amador City and Sutter Creek regarding the services provided under this Agreement, the Parties shall first attempt to resolve the dispute through good-faith mediation on mutually acceptable terms and conditions. If the dispute is not resolved through mediation, the matter shall be submitted to binding arbitration in accordance with the provisions of California Code of Civil Procedure Section 1280, *et seq.*

The Parties have executed this Agreement as of the Effective Date.

City of Sutter Creek

City of Amador City-

Tom Dubois, City Manager

Sandra Staples, Mayor

Approved as to Form:

Approved as to Form:

Derek Cole, City Attorney

Pat Keene, City Attorney

EXHIBIT A
POLICE SERVICES PROVIDED

***** need to include in some fashion Basic LE during special events**

Police Services, as defined in this Agreement, shall include:

1. General Policing Standard. Sutter Creek shall provide to Amador City traffic control and enforcement activity; respond to and investigate vehicular accidents; detect and investigate misdemeanors and felonies; respond to reported emergency situations to render such assistance as may be necessary and within Sutter Creek's ability to provide; provide foot and/or vehicular patrol of the downtown business district as a regular part of the deputies' assigned patrol shift; provide a visible patrol presence during the regular patrol shift to discourage crime and enhance the potential of detecting crimes in progress; respond to all calls for service within the City on a twenty-four (24) hour a day, seven (7) day a week basis; and provide other law enforcement services that the Sheriff believes will enhance the safety and security of the citizens of the City.

2. Response Protocols. In the event of simultaneous calls, Sutter Creek shall prioritize and respond to such calls based on the relative urgency and priority assigned in accordance with applicable law enforcement standards and protocols.

3. Staffing and Resources. Based on current staffing levels, Sutter Creek shall generally assign to Amador City and Sutter Creek together one (1) officer on duty at any given time, with an additional officer scheduled during peak service hours, subject to availability and operational needs.

4. Code Enforcement. Sutter Creek shall enforce Amador City's ordinances involving activities that have criminal sanctions (whether infractions or misdemeanors), *except that Sutter Creek shall not handle code enforcement matters that require immediate responses to complaints affecting public health and safety. Attorney for Amador City recommended "except that Sutter Creek shall handle ..."*

5. Animal Services. Sutter Creek shall not respond to or handle routine or non-emergency animal issues within Amador City. Amador City shall bear the cost and responsibility for addressing all animal issues within Amador City's boundaries, including but not limited to seizing, quarantining, housing and/or feeding animals. In the event Amador City is unwilling or unable to timely respond to any incident involving an animal, which is deemed an emergency by the responding law enforcement officer, Amador City authorizes Sutter Creek to request that Amador County Animal Control respond. If Amador County Animal Control responds to any such emergency event, Amador City shall be responsible for all costs incurred in connection with that response.

6. Records Management. Sutter Creek shall maintain all records related to law enforcement activity conducted within Amador City commencing on the effective date of this Agreement. Sutter Creek shall be responsible for responding to public records requests pertaining to police services provided in Amador City during any year in which Sutter Creek provides such services.