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**STAFF REPORT FOR AMADOR CITY COUNCIL**

**TO:** THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL  
**MEETING DATE:** FEB 10, 2026  
**FROM:** TOM DUBOIS, CITY MANAGER, CITY OF SUTTER CREEK  
**SUBJECT:** CONTRACT PROPOSAL FOR PROVIDING POLICE SERVICES TO AMADOR CITY

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**RECOMMENDATION:**

We respectfully suggest the Amador Council take the following steps:

1. Review the proposed terms for a Law Enforcement Services Agreement with the City of Sutter Creek
2. If interested in proceeding, form an ad-hoc group to negotiate proposed terms of an agreement
3. Set a schedule for bringing an agreement back to council in time for annual budgeting process
4. Agreement must also be reviewed and approved by the Sutter Creek City Council

**BACKGROUND:**

The City of Sutter Creek formed a finance ad-hoc committee last year and examined its own police budget as well as small rural police agencies across the State of California. The committee found that expenses are extremely well managed; Sutter Creek is one of the most efficient agencies in the state in terms of costs per resident.

However, expenses continue to go up, particularly contracted services with the County. The ad-hoc committee suggested looking at additional sources of revenue to help fund the police department. Council directed the City Manager to explore options for revenue generation.

In December, Sutter Creek sent a letter to the Amador City Council to gauge interest in having Sutter Creek provide police services. The response was positive, and this is the next step to get to a formal agreement (the December letter is attached).

As outlined in the letter, we feel this is a real win-win opportunity for both communities. For Amador City, benefits are an increased police presence, true community policing, and faster response times. For Sutter Creek, the additional revenue would greatly ease burdens on our budget. We could provide coverage without hiring additional staff or adding additional equipment.

## **DISCUSSION:**

Sutter Creek proposes a dedicated municipal partnership model with specific provisions for downtown foot patrols, investigative services, and a fixed base cost structure. This proposal offers a service model distinct from the current County agreement, emphasizing local municipal policing over county-level deputy assignment.

### **Scope of Services:**

- **Patrol Presence:** Unlike the County agreement, which allocated 1.1 Deputy FTE, SCPD proposes periodic daily patrols with a specific mandate for foot patrols in the downtown area. SCPD would provide investigative services.
- **Response Protocols:** In the event of simultaneous calls, SCPD shall respond to calls for service dependent upon the priority of the call. As an example, a low priority call (e.g. barking dog) in one city would be handled after a more serious call (e.g. assault) for service in the other city.
- **Staffing and Resources:** When staffed to today's current personnel allocation, SCPD will generally have one officer on duty, with an additional officer on duty during peak hours.
- **Equipment:** During the first two years of the contract, SCPD will provide patrol vehicles and maintenance of the assigned vehicles. In the third year, Amador City will provide a percentage of the actual costs of a new outfitted patrol vehicle every other year, based on population size (currently 6% of the combined total population)..
- **Reporting:** SCPD Chief of Police or designee shall appear at Amador City Council meetings when so requested for matters related to police services in Amador City.
- **Municipal Code:** Amador City agrees to provide Sutter Creek with updated municipal codes. Amador City agrees to handle general code enforcement matters with the exception of complaints that require immediate response related to health and safety.
- **Records Management:** SCPD shall maintain records related to law enforcement activity in Amador City starting at the commencement of the agreement. SCPD will respond to public records requests related to police services in Amador City during the periods of time in which SCPD provided such police services.

### **Personnel Status & Pension Liability**

- SCPD will remain employees of Sutter Creek only. Amador City assumes no liability for salaries, pensions (CalPERS), or civil service rights.
- Sutter Creek will negotiate all labor agreements, personnel rules, regulations and procedures with its employees.
- Amador City may at any time report to Sutter Creek its concerns about personnel performing services and Sutter Creek will investigate.

### **Dispute Resolution**

- Recommend a structured process of Mediation followed by Binding Arbitration to resolve billing or performance disputes, similar to your contract with the County.

## **Termination Rights & "Exit Strategy"**

- Term is TBD based on mutual agreement, Sutter Creek is envisioning an initial 3 - 5 year term, with a renewal process in the agreement.
- Formal annual performance and cost review process.
- If Amador City's COPS Funding were to cease, Amador City would be able to immediately terminate the agreement.
- Either party may terminate without cause with one year's notice.

## **Liability & Risk Management:**

- **Indemnification:** proposed language from Sutter Creek's Risk Management Association - Amador City shall indemnify, defend, and hold harmless the City of Sutter Creek, its officers, employees, agents, and volunteers from any and all claims, losses, liabilities, or damages, demands and actions, including payment of reasonable attorney fees, arising out of or resulting from the City of Sutter Creek's provision of policing services in and for Amador City pursuant to this Agreement. The foregoing obligations of Amador City shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises solely from gross negligence or willful or active misconduct of the City of Sutter Creek or its officers, employees, agents, or volunteers; and (2) the actions of Amador City or its employees, subcontractors, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.
- Parties agree to provide one another prompt notice of any claims or lawsuits arising out of performance of services under this contract.

## **Financial Terms:**

- Amador City will be responsible for paying for its share of Dispatch Services from its COPS funding, in addition to the financial terms of this agreement relative to police services.. Sutter Creek will pass-through the actual County expense.
- Pro-rata cost adjustments (refunds) will be made if Sutter Creek is unable to provide services due to strikes, boycotts, or force majeure events.
- Propose maintaining current pricing for the first two years for police services.
- Year 3, 4 and 5, police services would increase by the annual labor cost increase in the POA labor agreement with the City of Sutter Creek.
- With a population of under 200 people compared to Sutter Creek's population of 2700, Amador City is about 6% the size. Starting in Year 3, Amador City would contribute its proportionate share (Currently 6%) of a fully outfitted police vehicle every other year to defray capital costs.
- All of this is subject to discussion and negotiation.

## **CONCLUSION**

The proposal from Sutter Creek offers the benefit of a closer, municipal-focused police partnership that may be well-suited to Amador City's community character.

## **ATTACHMENT:**

- 1. Letter to Amador City Council, RE: Exploratory Discussion Regarding Shared Police Services**