

**TERMINATION AND
DISSOLUTION AGREEMENT
REGARDING THE
AMADOR COUNTY RECREATION AGENCY**

This Termination and Dissolution Agreement (the “Agreement”) is entered into effective as of the last date signed (the “Effective Date”), by and between the County of Amador, the cities of Amador City, Jackson, Plymouth and Sutter Creek, and the Amador County Unified School District, who are collectively referred to herein as the “Member Agencies” of Amador County Recreation Agency, a California Joint Powers Authority (“Authority”).

RECITALS

- A. The Authority was formed by the Member Agencies pursuant to the authority granted under that certain Agreement Creating a Joint Exercise of Powers Authority for the Purpose of Planning and Operating a County-Wide Recreation Agency dated October 28, 2003, as amended over the years, and last amended by that certain Third Amended and Restated Joint Powers Agreement dated February 14, 2018 (“JPA Agreement”); and
- B. The purpose in creating the Authority was to establish an entity that would have at its specific purpose the planning, financing, and operation of recreation programs and facilities in Amador County benefitting the Members and all areas of Amador County. The goal is to maximize recreation opportunities for all the people in all the areas of Amador County.
- C. On September 23, 2025, in light of staff resignations and the difficulties of keeping the Authority financially viable, both presently and into the future, the Authority Board voted to recommend that the Member Agencies consider termination of the JPA Agreement and dissolution of the Authority.
- D. The JPA Agreement, in Sections 8.1 and 10.2, provides that the JPA Agreement would remain in effect and the Authority would continue exist, until a majority of the Member Agencies have either agreed to terminate the JPA Agreement or have terminated their participation in the Authority; and
- E. The City of Ione formally terminated its participation in the Authority in late 2023.
- F. Based on direction from the Member Agencies, the Authority has been winding down its affairs for the past several months and effectively ceased all substantive operations as of February 2, 2026; and
- G. Except as described in this Agreement, all known debts, liabilities, or obligations incurred by the Authority have been discharged; and
- H. Except as described in this Agreement, all known personal property has been distributed to Member Agencies or community non-profit agencies as approved by the Authority Board; and
- I. The Member Agencies desire to formally terminate the JPA Agreement and dissolve the Authority pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the Member Agencies hereby agree as follows:

1. Incorporation of Recitals. The Member Agencies hereby affirm the facts set forth in the Recitals above. Said Recitals are incorporated into this Agreement by this reference.

2. Termination of JPA Agreement. Pursuant to Section 8.1 of the JPA Agreement, the Member Agencies agree that the JPA Agreement is terminated and the Authority is hereby dissolved.

3. Ongoing Obligations. Despite termination of the JPA Agreement and dissolution of the Authority, it is anticipated that the Authority will be responsible for certain final financial obligations, including but not limited paying final bills, receipt of any refunds, distributing remaining cash assets to members, and financial reporting obligations that will continue through early 2027. The County of Amador, through its Auditor Controller, hereby agrees, and is authorized to perform these final tasks on behalf of the Authority after its formal dissolution, and to eventually close the Authority's accounts.

4. Book and Records. The books and records of the Authority will be archived and stored by County for a period of five (5) years following the Termination Date or such longer period as may be required by applicable law. County has agreed to serve as a depository only and the Member Agencies agree that County will have no ongoing obligations with respect to the maintenance of such books and records following dissolution.

5. Reporting of Dissolution of the Authority. Authority Counsel is authorized to make any filings as are necessary with the California Secretary of State and the State Controller to formalize the dissolution of the Authority.

6. Assets. Once ACRA's final bills have been fully paid and any anticipated refunds received, the Auditor Controller shall distribute the remaining cash assets to the Member Agencies in accordance with paragraphs 8.2 of the JPA and the percentages approved by the Authority on February 2, 2026. The value of any personal property items valued at \$200 or more received by Member Agencies shall be accounted for as part of the cash asset distribution to ensure that Member Agencies receive their fair share of ACRA's total assets. Any remaining unclaimed ACRA personal property may be sold or disposed of by the County as surplus property, with the County retaining any such proceeds, which are not anticipated to exceed the costs of the sale.

7. No Additional Funding; No Liability. In no event will any Member Agency be obligated to provide any additional funding for the operation or termination of the Authority other than those committed to in this Agreement. The Member Agencies agree that the terms of Section 9.1 of the JPA Agreement remain in full force and effect and will survive the termination of the JPA Agreement.

8. Future Claims. In the event that any third party makes a claim against the Authority or the Member Agencies following the termination and dissolution, the Member Agencies agree to meet and confer with respect to any such claim and mutually agree on the appropriate action to be taken to protect the Member Agencies.

9. Notices, Demands and Communications Between the Parties. Any notice to be

given or to be served upon any of the Member Agencies hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (i) when personally delivered; (ii) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; (iii) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (iv) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below subject to written verification of receipt by the receiving party, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (i), (ii), or (iii) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it at any time by written notice to the other Party as provided herein.

County of Amador
County Administrative Officer
810 Court Street, Jackson, CA 95642

City of Amador City
City Clerk
P.O. Box 200
Amador City, CA 95601

City of Jackson
City Manager
33 Broadway
Jackson, CA 95642

City of Sutter Creek
City Manager
18 Main Street
Sutter Creek, CA 95685

City of Plymouth
City Manager
P.O. Box 429
Plymouth, CA 95669

Amador County Unified School District
District Superintendent
217 Rex Ave.
Jackson, CA 95642

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically and shall be binding upon the Member Agencies as if they were originals.

11. Mutual Cooperation; Further Actions and Instruments. Each of the Member Agencies shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Each Member Agency agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry

out the provisions of this Agreement.

12. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Either Parties' consent or approval of any act by the other Party requiring its consent or approval shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Termination Agreement.

13. Binding Effect. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the Member Agencies and their respective successors and assigns.

14. Authorized Representatives. The person or persons executing this Agreement on behalf the County, City, and District warrant and represent that they have the authority to execute this Agreement on behalf of that Member Agency and that they have the authority to bind that Member Agency to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement.

COUNTY OF AMADOR

By: _____
Chairman, Board of Supervisors

Dated: _____

ATTEST:

By: _____
Heather Peak, Clerk of the Board

APPROVED AS TO FORM:

By: _____
County Counsel

AMADOR COUNTY UNIFIED SCHOOL DISTRICT

By: _____
District Superintendent

Dated: _____

ATTEST:

By: _____
Clerk

APPROVED AS TO FORM:

By: _____
District Counsel

CITY OF JACKSON

By: _____

Dated: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF SUTTER CREEK

By: _____

Dated: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF AMADOR CITY

By: _____

Dated: _____

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

CITY OF PLYMOUTH

By: _____

Dated: _____

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney