

## **AGREEMENT TRANSFERRING PARK AND RECREATION IMPACT FEES**

THIS AGREEMENT TRANSFERRING PARK AND RECREATION IMPACT FEES (this "Agreement") is entered into as of \_\_\_\_\_, 2025 by and between the COUNTY OF AMADOR, a political subdivision of the State of California ("County") and the CITY OF SUTTER CREEK, a municipal corporation ("City").

### RECITALS

A. In 2007, the County implemented Park and Recreation Impact Fees ("Impact Fees") in order to mitigate impacts to parks and recreation caused by new development in the unincorporated County.

B. The City has identified potential park and recreation facilities within the City limits to serve new development within the region. The City proposes to add ADA compliant restroom facilities at Bryson Park.

C. The County's Impact Fee Ordinance provides that in the event the County determines that park and recreational facilities to serve the community should be or are provided by a local agency other than the County, that the County may remit the fees collected to that Agency pursuant to a written agreement.

D. The City requests that the County transfer an amount not to exceed \$112,500 be transferred to the City by the County from the Mid County, Interest, and Unallocated Impact Fees for construction of the Bryson Park Bathroom and the County agrees to transfer those fees provided the City agrees to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. RECITALS. The parties acknowledge the truth of the above recitals, which are incorporated into this Agreement by this reference.
2. TRANSFER OF IMPACT FEES. Within thirty (30) days of the date of this Agreement, the County shall transfer to the City \$112,500 from the accumulated Impact Funds.
3. CITY'S OBLIGATIONS.
  - a. The City shall administer and use the transferred Impact Fees in accordance with terms and conditions set forth in the Mitigation Fee Act (Government Code Section 66000, *et seq.*) and Amador County Code Chapter 7.90.

b. The City shall only use the transferred Impact Fees to complete an appropriate project within 12 months of the date of this Agreement, and shall provide County with written notice to the County upon completion of the project.

c. Within 30 days after completion of the project or expiration of this Agreement, the City shall return any unexpended Impact Fees to the County.

d. City agrees to defend, indemnify, and hold harmless the County, its officers, agents, and employees from and against any liability, loss, damage, claims, cause of action, judgments, costs, staff time, losses, expenses, and any other costs of defense arising out of, resulting, or anyway related to the use of County Impact Fees on the Shade Structures project and/or any alleged violations of the Mitigation Fee Act or Amador County Code Chapter 7.90.

4. TERM. This Agreement shall expire upon the earlier of completion of the project or 1 year from the date of this Agreement, unless extended in writing by the parties.
5. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To City: Tom DuBois  
City Manager  
18 Main Street  
Sutter Creek, CA 95685

To County: Chuck Iley  
County Administrative Officer  
810 Court Street  
Jackson, CA 94642

6. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged.
7. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California and that the venue for any action to enforce provisions of this Agreement shall be in Amador County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

CITY OF SUTTER CREEK

BY: \_\_\_\_\_  
Chairman, Board of Supervisors

BY: \_\_\_\_\_  
Mayor, City of Sutter Creek

ATTEST:  
JENNIFER BURNS, Clerk of the Board of  
Supervisors

ATTEST:  
City Clerk

BY: \_\_\_\_\_

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the County Counsel

APPROVED AS TO FORM:  
Counsel for City of Sutter Creek

BY: \_\_\_\_\_  
Gregory Gillott

BY: \_\_\_\_\_