

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE EASTERN PLUMAS PARK & RECREATION DISTRICT  
AND THE CITY OF PORTOLA**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 29<sup>th</sup> day of August, 2007, by the CITY OF PORTOLA ("City") and the EASTERN PLUMAS PARK & RECREATION DISTRICT ("District") to allow for the City and the District to jointly provide park and recreational services outside of their respective jurisdictions that provide mutual benefit to the citizens of each entity. City and District may be referred to herein individually as "Party" and collectively as "Parties."

**RECITALS**

WHEREAS, California Government Code Section 6502, *et seq.* authorizes public entities, including cities, counties, special districts, and joint powers agencies to enter into agreements for their mutual benefit and for the joint exercise of powers common to them; and

WHEREAS, the City and the District each have the power to provide park and recreation services, including the construction, acquisition, operation, maintenance and improvement of park and recreation facilities; and

WHEREAS, the City and the District have compelling and mutual interest in jointly developing and maintaining certain park and recreational facilities to serve the citizens of each jurisdiction; and

WHEREAS, the City and the District recognize that park and recreation resources provided by each entity may benefit the citizens of each jurisdiction; and

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED by the City and the District as follows:

1. The foregoing recitals are true and correct, and incorporated herein.
2. The City and the District agree to work together from time-to-time as mutually desired on certain projects to deliver park and recreation services to citizens of each jurisdiction.
3. The City and the District further agree that specific projects, programs and acquisitions that benefit each jurisdiction and require cooperation by each jurisdiction shall be presented to and approved by the City Council of the City of Portola and the Board of Directors of the Eastern Plumas Park and Recreation District prior to implementation.
4. The City and District agree that neither Party is an agent or employee of the other Party for any purpose and is not entitled to any of the benefits provided by any Party to its employees. This MOU shall not be construed as forming a partnership or any other association or agency among the City and District.
5. Each party shall be financially responsible for all damages and losses caused by the negligent or willful misconduct of that Party, its officers, and employees.

6. Neither Party shall be liable to the other Party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for the injury to or death of persons arising solely from any act or omission of the other Party's officers, agents, or employees.
7. A Party against whom any claim arising from any subject matter of this MOU is filed shall give prompt written notice of the filing of the claim to the all other Party.
8. All notices relative to this MOU shall be given in writing and shall be personally served or sent by certified mail and be come effective upon receipt. The Parties shall be addressed as follows, or at any other address designated by notice

CITY: City Manager  
City of Portola  
PO Box 1225  
Portola, CA 96122

DISTRICT: Eastern Plumas Parks & Recreation District  
PO Box 3931  
Graeagle, CA 96103

9. This MOU may be modified only in writing approved by the City and the District.
10. This MOU is effective upon execution by al of the parties. It is the product of negotiation and, therefore, shall not be construed against any party.
11. Either Party may terminate this Memorandum of Understanding upon sixty (60) day's written notification to the other Party.

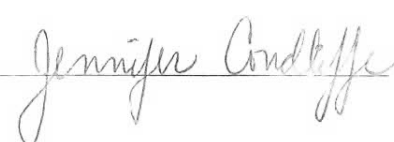
**IN WITNESS WHEREOF**, the Parties hereto have caused this Memorandum of Understanding to be executed, the day and year first-above written.

**CITY OF PORTOLA**

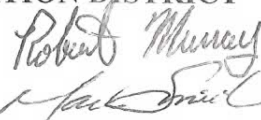
  
Jim Murphy  
City Manager

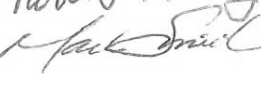
8/29/2007  
Date

**EASTERN PLUMAS PARKS & RECREATION DISTRICT**

  
Jennifer Condit

8/28/07  
Date

  
Robert Murray Pres.

  
Mark Smith Treasurer