

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WESTERN GATEWAY RECREATION & PARK DISTRICT,
GOLD COUNTRY DISC GOLF ASSOCIATION, &
HANGING OAKS DISC GOLF ASSOCIATION**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Western Gateway Recreation & Park District (“WGRPD”), the Gold Country Disc Golf Association (“GCDGA”), and the Hanging Oaks Disc Golf Association (“HODGA”).
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Disc Golf Course located at Western Gateway Regional Park shall be maintained, repaired, and/or altered. This shall include any and all fixtures, equipment, native plants, and alterations to the hardscape, vegetation, land, or natural drainages within the park property.
3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until amended or terminated by either party. This MOU may be terminated, without cause, by either party with 14 days written notice, which notice shall be delivered by hand, electronic mail, or by certified mail.
4. **Maintenance**
 - A. WGRPD shall provide regular trash and California Redemption Value pickup from all receptacles within the course
 - B. GCDGA & HODGA shall schedule and execute a minimum of two ‘Work Days’ per year for maintenance of the course which shall include weed abatement, provide assistance with removal of dead and down trees and limbs, and hardscape repairs/maintenance within the course footprint.
 - C. All volunteers on these Workday(s) all sign a ‘Volunteer Waiver’ provided by WGRPD.
 - D. GCDGA &/or HODGA shall provide WGRPD with a minimum of 14 days written notice of scheduled date(s) of Workday(s).
 - E. Any equipment owned by WGRPD and used for maintenance of the course shall be ‘checked out’ and used only by the individual who checked out the equipment. Any damage to equipment causing needed repair shall be the liability of the Disc Golf Associations and/or the individual who checked out the equipment.
 - F. New obstacle pole to replace damaged trees will be first approved by the presidents of the associations and the WGP Chairman before placement. The associations will publicize to the community and an official sign will be posted to each new pole.
5. **Repair**
 - A. Any equipment or fixtures such as benches, signage, trash receptacles, disc golf baskets, tee pads, etc. shall be kept in PDGA standards **and** in safe and working condition. Any broken or damaged equipment shall be reported and fixed as quickly as possible.
 - B. WGRPD shall fund any repairs to existing equipment or fixtures. Repairs to existing equipment may be funded upon a vote of the WGR&PD Board of Directors.
6. **Course Alterations**
 - A. Any alterations to the Disc Golf Course including alterations to any and all fixtures, equipment, native plants, and alterations to the land or natural drainages within the park property shall be approved by the Board of Directors of the WGRPD prior to any such alterations.
 - B. Any removal of a living, non-damaged tree over 4” diameter shall require approval by the Board of Directors of the WGRPD.
 - C. Alterations shall keep the Disc Golf Course in accordance with PDGA standards.
 - D. Alterations shall be proposed using a written description of the alteration, as well as a visual representation through maps, drawings, schematics, etc.
 - E. Once alterations are approved and implemented, tee signs & course maps (physical & digital), shall be adjusted to reflect the alterations as quickly as possible and shared with partner organizations for use on public websites.

7. Fundraisers/Tournament

A. GCDGA & HODGA shall schedule & execute at least one fundraiser/tournament per year with a goal to raise funds for the WGRPD.

8. General Provisions

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Superior Court of Nevada County, California.

C. **Entirety of Agreement.** This MOU, consisting of four(4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.


D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

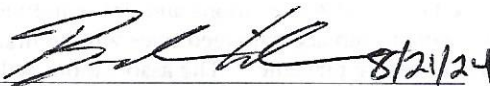
E. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

9. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Western Gateway Recreation & Park District


Nancy Peirce, Chairman BOD 8-21-24
Date



Brandon, Director BOD 8/21/24
Date

Gold Country Disc Golf Association

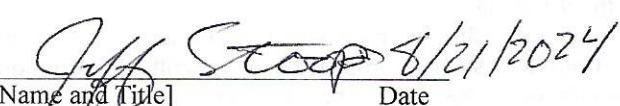
Dennis Heil - President Aug 2024
[Name and Title] Date

Mike Woodman - Vice President Aug 2024
[Name and Title] Date

Hanging Oaks Disc Golf Association


[Name and Title] 8/21/24
Date

President


[Name and Title] 8/21/2024
Date