































**City of Citrus Heights**

Attention: City Manager  
6360 Fountain Square Drive  
Citrus Heights, CA 95621  
Fax: (916) 725-5779  
Phone: (916) 725-2448  
Email: [cboyd@citrusheights.net](mailto:cboyd@citrusheights.net)

**Sunrise Recreation and Park District**

7801 Auburn Blvd.  
Citrus Heights, CA 95610  
Attention: District Administrator  
Telephone: (916) 725-1585

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile or electronic transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business, on the following business day.

E. In any action or proceeding to enforce or interpret any provision of this Memorandum, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney's fees, costs and expenses.

F. Parties as Independent Contractors. Each Party is, and at all times shall be deemed to be, an independent contractor of the other Parties. Nothing herein is intended or shall be construed as creating the relationship of employer and employee, or principal and agent, between any Party, or any Party's agents or employees. Each Party shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of the Program pursuant to this Memorandum. Each Party, and its agents and employees, shall not be considered to be employees of any other Party.

G. Each Party warrants, represents, and covenants that the execution, delivery and performance of this Memorandum have been duly authorized by all necessary action of such Party's governing board, and the person executing this Memorandum on behalf of such Party has been duly authorized and empowered to do so on behalf of such Party.

H. The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Memorandum.

I. Any Party shall be excused from performing its obligations under this Memorandum during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to any incidence of fire or flood; acts of God; pandemic; commandeering of material, products, plants or facilities by the







