

Amendment No. 1
City of Needles
Request for Proposals
Business Directory and Near Premise Sign Program
March 15, 2023

Attention is called to the following changes, additions, clarifications and/or deletions to the original Request For Proposals and they shall be considered in preparing proposals:

1. **Deadline Extension**

The proposal deadline is hereby **extended** to **Wednesday, March 29, 2023, at 3:30 PM PST**. Proposals must be submitted in person or by overnight mail to the City Clerk's office located at 817 Third Street, Needles, CA 92363. No electronic submittals will be accepted.

2. **Sample Professional Service Agreement removed; Memorandum of Understanding added herein.**

Questions

Questions should be submitted in writing to Patrick Martinez at 760-326-5700 x 126, or by email pmartinez@cityofneedles.com

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF NEEDLES AND _____**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is entered into as of September 1, 2017 (the "Effective Date"), is by and among the CITY OF NEEDLES, a California charter city (the "City") and _____, a California nonprofit corporation ("Nonprofit"). The City and Nonprofit shall each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City currently maintains an informational sign program within its jurisdictional boundaries providing information regarding points of interest and certain business within the City;

WHEREAS, Nonprofit wishes to assume operation and maintenance responsibility for the City's Informational Sign Program ("Program"); and

WHEREAS, the City and the Nonprofit desire to enter into this Memorandum of Understanding ("MOU") setting forth the manner in which Nonprofit will assume responsibility for operation and maintenance of the Program.

UNDERSTANDING AND AGREEMENT

1. Pursuant to the terms of this Memorandum of Understanding, Nonprofit agrees to assume responsibility for maintaining City's Sign Program. In exchange for assuming maintenance and operation of the Program Nonprofit may, at its expenses, charge for advertising space on signs within the Program, set rates for said advertising and retain all revenue for such advertising during the term of this Memorandum of Understanding.
2. Nonprofit agrees to provide City with a sign, at no cost, at each sign location within the Program.
3. The Parties acknowledge that the existing signs within in the Program are properly permitted. In the event Nonprofit seeks to add additional signs, it must comply with the City's Sign Ordinance, pay any applicable fees and obtain any required permits and approvals.
4. Nonprofit shall provide City with an annual report on June 30th of each year listing the locations of each sign, the revenues received from advertising and plans for any additional signs.
5. This MOU and any amendment hereto is contingent upon City Council approval and execution by the Mayor of the City.
6. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. This MOU may be terminated without penalty or liability by wither Party at any time with or without cause upon 30 days written notice.

8. This MOU is entered into and to be performed in San Bernardino County, California and venue in any suit or action shall be solely in San Bernardino County. California law shall apply to the interpretation and enforcement of this MOU.
9. Nonprofit shall defend, indemnify and hold City, its officers, employees and agents harmless from and against any and all claims, lawsuits, damages and causes of action of any kind arising out of the acts and/or omissions of Nonprofit, its employees and/or officers, including acts and/or omissions in furtherance of this MOU or operating/maintaining signs in the Program.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

THE CITY
The City of Needles, a charter city

By: _____
Janet Jernigan, Mayor

NONPROFIT

By: _____

APPROVED AS TO FORM:

By: _____
John Pinkney, City Attorney