

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEEDLES
AND RIO BUENA VISTA HOMEOWNERS ASSOCIATION**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), is made and entered into this ____ day of December 2024, by and between the City of Needles, a charter city (hereinafter referred to as “City”) and the Rio Buena Vista Homeowners Association, a California non-profit mutual benefit corporation (hereinafter referred to as “RBV”), whereby the parties wish to express their mutual intentions as follows:

RECITALS

- A. RBV is a homeowners’ association having jurisdiction of the common area of the residential planned unit development project within the City of Needles commonly referred to as Rio Buena Vista (“Project”).
- B. The water and sewer facilities located within the Project are defective and do not meet City standards which led to a dispute between the City and RBV in the past regarding responsibility for repairs and maintenance.
- C. RBV wishes to work cooperatively with City to establish a way to finance the replacements and repairs to the water and sewer facilities.
- D. RBV has retained an engineering consultant, at its cost, to develop a scope of work and engineers’ estimate of costs to repair and replace the water and sewer utilities within RBV.
- E. This MOU is intended to form the basis that RBV and City will work together cooperatively to explore the scope and costs of repairs and replacements of RBV’s water and sewer facilities within the RBV development and finance the same at the cost of RBV and the owners within RBV. Once the water and sewer facilities have been satisfactorily repaired and meet City’s standards, the parties will contemplate progressing toward the City taking ownership of the facilities and furthermore maintaining the facilities.

MEMORANDUM OF UNDERSTANDING

SECTION I: PURPOSE

The purpose of this non-binding MOU is to outline the goal of updating a system improvement study, identifying necessary system improvements, establishing an assessment district community facilities district or other financing mechanism, and the possibility of the City taking ownership of the City approved facilities and repairing and maintaining the facilities. The parties to this MOU may retain consultant(s) to provide guidance and advice in furtherance of developing a final binding agreement if mutually agreeable. Prior to the finalization of a binding agreement, this MOU shall be a statement of intent. Notwithstanding anything herein to the contrary, this MOU shall not form a legally binding contract/agreement. In the event the parties hereto enter into a final

binding agreement, it will be mutually acceptable to both parties, contained in a definitive written executed document.

SECTION II: INITIAL TERM AND AMENDMENT

A. The term of this MOU shall be from December 11, 2024 to December 10, 2025.

SECTION III: TERMINATION

This MOU may be terminated by either party without cause and/or for convenience upon 20 days written notice.

SECTION IV: DELIVERY OF NOTICES

Any notices to be served pursuant to this MOU shall be considered delivered when deposited in the United States mail and addressed to:

RIO BUENA VISTA HOMEOWNERS ASSOCIATION

Rio Buena Vista HOA
Board President
2580 HWY 95, Ste.112
Bullhead City, AZ 86442

CITY OF NEEDLES

Utility Manager
817 Third Street,
Needles, CA 92363

Provisions of this section do not preclude any written notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION V: PUBLIC RECORDS ACT REQUESTS

The parties understand and acknowledge that, as a public agency, City is required to comply with the Public Records Act ("PRA," Gov. Code, § 7920 et seq.), which provides for the right of access to public records and other information in the event of the receipt of a qualifying request under the PRA. The parties understand and acknowledge that such compliance may require disclosure of all relevant, non-exempt documents that fall within the scope of a qualifying request under the PRA, including documents received from and/or concerning the other party to this MOU.

SECTION VI: ELECTRONIC SIGNATURE

This MOU may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transaction Act ("CUETA") Civ. Code, §§ 1633.1 to 1633.17), for executing this MOU. The parties further agree that the electronic signatures of the parties included in this MOU are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

THE PARTIES UNDERSTAND AND AGREE THAT THIS DOCUMENT DOES NOT CREATE A LEGALLY BINDING OBLIGATION ON EITHER PARTY, AND THAT IT MAY NOT UNDER ANY CIRCUMSTANCE FORM THE BASIS OF A LEGALLY BINDING AGREEMENT BETWEEN THE PARTIES. THE PARTIES AGREE THAT IT WOULD NOT BE REASONABLE TO RELY ON THIS DOCUMENT OR ITS CONTENTS SUCH THAT IT COULD BE ARGUED TO CREATE AN ENFORCEABLE DOCUMENT BY ESTOPPEL OR SIMILAR THEORY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IT IS AGREED THAT A LEGALLY BINDING AGREEMENT CONCERNING THE SUBJECT MATTER OF THIS MOU MAY ONLY BE ESTABLISHED BETWEEN THE PARTIES IN A MUTUALLY AGREEABLE WRITTEN AGREEMENT EXECUTED BY DULY APPOINTED REPRESENTATIVES OF EACH PARTY.

IN WITNESS, WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF NEEDLES, a charter city

Dated: _____ By: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Clerk

By: _____
John O. Pinkney, City Attorney

RIO BUENA VISTA HOMEOWNERS ASSOCIATION, a California non-profit mutual benefit corporation

Dated: 11/22/24

By: Mary Anne R.B.V.

ATTEST:

APPROVED AS TO FORM:

City Clerk

By: _____