

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**Agreement**”) is made and entered into as of February 24 2026, (“**Effective Date**”) by and between Heritage Park Senior 55+ Apartments (“**Owner**”) and the City of Rialto, a municipal corporation (“**City**”). City and Owner may be referred to as Party or collectively as Parties in this Agreement.

1. **PROPERTY.**

1.1 **Property.** Owner is in possession of certain improved real property located at 303 W. Merrill Avenue, Rialto, California, 92376, which is more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein (“**Property**”). The Property is improved with the Heritage Park Senior 55+ Apartments, which currently has approximately ____ residential units.

1.2 **Owner’s Reserved Rights.** Owner and his representatives reserve the right to enter the Property at any time.

2. **TERM.**

2.1 **Term.** The “**Term**” of this Agreement shall begin on February 24, 2026 (the “**Commencement Date**”) and shall continue until for a period of one (1) year, with the option to extend for two (2) additional one (1)-year terms upon the mutual agreement of the Parties. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days prior to the intended termination date.

3. **Use of Property.**

3.1 **Authority Granted.** Owner authorizes City to utilize portions of the Property for the purpose of providing mobile recreation programming on the Property, as provided herein. The Parties anticipate that the City will utilize the Property for recreation programming two (2) or three (3) times per week during the Term of the Agreement. The recreation programming will be available to residents of the Heritage Park Senior 55+ Apartments.

3.2 **Request for Use.** Prior to City utilizing the Property for recreation programming, the City and Owner shall meet and confer regarding the precise location within the Property that the City will be authorized to use and the schedule of use. The Parties agreement as to location and schedule shall be documented in writing by the Parties. The Owner, at its sole discretion, may agree to or deny the City’s request to utilize the Property. Upon an agreement between the parties regarding the location and schedule of use, the City shall be authorized to utilize the Property in accordance therewith, until notified by Owner.

3.3 **Restoration and Cleaning of Property.** The City shall be responsible for cleaning the portion of the Property used by the City at the conclusion of each day on which the City used the Property. The Property shall be cleaned and restored to a condition as near as practicable to the condition that existed immediately prior to City’s use of the Property for that particular day.

3.4 **Payment and Utilities.** The Parties agree that the City will not provide Owner

monetary compensation for the use of the Property, and Owner will not provide City with monetary compensation for the recreation programming provided by the City. The City shall have no responsibility to pay for any utilities associated with its use of the property, including, but not limited to power or electricity, phone, water, gas, sewer, solid waste, or internet.

4. INSURANCE.

4.1 City. City shall, at City's expense, maintain commercial general liability and property insurance or an insurance equivalent (including but not limited to that offered to a municipality through and by a joint powers authority, a self-insurance pool of liability coverage authorized pursuant to California Government Code Section 6500 or similar collective) insuring against liability and personal property damage. City may also carry such other insurance as City may deem prudent or advisable, in such amounts and on such terms as Owner shall determine.

4.2 The Owner shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the policies of insurance which shall comply with the provisions of Exhibit "B."

5. INDEMNIFICATION.

5.1 Mutual Indemnification. Each party shall indemnify, defend and hold the other harmless from any claims, causes of action, liabilities, losses, damages, injunctions, suits, fines, penalties, costs or expenses (including attorneys' fees and expenses) caused or alleged to have been caused by the that party's negligence or intentional acts.

6. ASSIGNMENT.

City shall not assign or otherwise transfer its rights under this Agreement without Owner's prior written approval, which may be granted in Owner's reasonable discretion. Owner's consent to one assignment shall not be deemed consent to subsequent assignments.

7. MISCELLANEOUS.

7.1 Entire Agreement. This Agreement sets forth all the agreements between Owner and City concerning the Property and there are no agreements either oral or written other than as set forth herein.

7.2 Time of Essence. Time is of the essence of this Agreement.

7.3 Severability. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

7.4 Law. This Agreement shall be construed and enforced in accordance with the law of the state of California, without reference to its choice of law provisions.

7.5 Successors and Assigns. Subject to the assignment provisions herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Owner and City.

7.6 Third Party Beneficiaries. Nothing herein is intended to create any third party benefit.

7.7 Agency, Partnership or Joint Venture. Nothing contained herein nor any acts of the parties hereto shall be deemed or construed by the parties hereto, nor by any third Party, as creating the relationship of principal and agent or of partnership or of joint venture by the Parties hereto or any relationship other than the relationship of landlord and tenant.

7.8 Interpretation. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

7.9 Waiver. No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by either party of any provision under this Agreement shall be effective unless in writing and signed by such party. No waiver shall affect any default other than the default specified in the waiver and then such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

7.10 Notices. All notices to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, emailed, or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to the address below, or to such other place as Owner or City may designate in a written notice given to the other party. Notices shall be deemed served upon the earlier of receipt (in the case of emailing or personal delivery) or three (3) days after the date of mailing.

OWNER: Attn: Property Manager
303 W Merrill Ave.
Nohely Williams
Email: HeritagePark-mgr@rpkdevelopment.com

CITY: Attn: City Manager
150 S. Palm Avenue
Rialto, CA 92376
Email: Twilliams@rialtoca.gov

7.11 Authorization. Each individual or entity executing this Agreement on behalf of a Party represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement and that such execution is binding upon that Party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER:

Heritage Senior Apartments

By: _____

Name: Nohely Williams

Its: Property Manager

CITY:

CITY OF RIALTO, a municipal corporation

By: _____

Name: Tanya Williams

Its: City Manager

Attest:

By: _____

Name: Barbara A. McGee

Its: City Clerk

Approved as to Form:

By: _____

Name: Eric S. Vail

Its: City Attorney

Exhibit A
PROPERTY



Exhibit B

INSURANCE

Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Owner and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Owner in the course of carrying out the Agreement.

General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Owner's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, volunteers and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Owner shall, prior to the cancellation date, submit new evidence of insurance to the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Owner performs in connection with the premises, or premises owned, occupied or used by Owner. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Owner's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Owner shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Owner agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Owner may be held responsible for the payment of damages to any persons or property resulting from the Owner's activities or the activities of any person or persons for which the Owner is otherwise responsible nor shall it limit the Owner's indemnification liability

