

**SECOND AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

THIS SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING (the “Second Amendment”) is made effective this ____ day of _____, 2026 (“Effective Date”), by and between THE CITY OF RIALTO, a California municipal corporation (hereinafter referred to as “City”) and WILLOW VILLAGE APARTMENT COMPLEX (“Owner”).

RECITALS

WHEREAS, City and Owner entered into a Memorandum of Understanding dated December 14, 2023 (the “MOU”) whereby the Owner authorized City to utilize portions of the Property located at 1150 North Willow Avenue, Rialto, California 92376 (the “Property”), all located within certain real property owned by Owner for the benefit of the Willow Village Apartment residents; and

WHEREAS, the MOU had an initial one-year Term that commenced on January 9, 2024 and expired on January 9, 2025. The MOU provides for two (2) extensions of one (1) year each; and

WHEREAS, the parties entered into a First Amendment on March 11, 2025 to extend the term for one (1) year; and

WHEREAS, City and Owner desire to extend the Term of the MOU for another year and amend the MOU on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, City and Owner agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the MOU.
2. Term. Section 2 of the MOU is hereby amended to extend the Term from January 9, 2026, through January 9, 2027.
3. Use of Property. The uses of the Property shall remain the same as set forth in Section 3.1 of the MOU as amended by the First Amendment.
4. Counterparts. This Second Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.
5. Remainder of MOU Unaffected. In all other respects, the remainder of the MOU shall remain in full force and effect. Any portion of the MOU that is inconsistent with this Second Amendment is hereby amended to be consistent.

City and Owner have caused this Second Amendment to be duly executed on the day and year first written above.

CITY:

THE CITY OF RIALTO, a California
municipal corporation

By: _____ Date: _____

Print Name: Tanya Williams

Title: City Manager

City affirms that this Second Amendment was
approved at a duly noticed public meeting
held on _____ 2026

OWNER:

WILLOW VILLAGE APARTMENT
COMPLEX

By: _____ Date: _____

Print Name: Rubisela Ramirez

Title: Property Manager