

**FIRST AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING**

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (the “First Amendment”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2025 (“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 Property may be used for the purpose of providing mobile recreation programming on the Property (“Rec N Roll”) as provided in the MOU and as specifically as set forth in this First Amendment; 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, City and Owner desire to extend the Term of the MOU 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, 2025, through January 9, 2026, subject to five (5) additional extensions terms of one (1) year. The Term shall automatically be extended for the one-year extension Terms unless either Party notifies the other in writing of its intention not to renew at least thirty (30) days prior to the expiration of the current one-year Term.

3. Use of Property. Section 3.1 of the MOU is hereby amended to include the uses of the Property as set forth in the Statement of Work attached hereto as Exhibit B.

4. Exhibits. The Exhibits to the MOU are attached to this First Amendment and incorporated herein by this reference as follows:

a) Exhibit A – Description and Depiction of Property.

- b) Exhibit B – Scope of Work.
- c) Exhibit C – Insurance Requirements.

5. Notices. The Parties’ notice contact information as stated in Section 7.10 of the

MOU is amended as follows:

If to City:

City of Rialto  
150 S. Palm Avenue  
Rialto, CA 92376  
Attn: Crystal Quintero  
Its: Recreation Programmer  
Email: cquintero@rialtoca.gov

If to Owner:

Willow Village Apartment Complex  
1150 N. Willow Avenue  
Rialto, CA 92376  
Attn: Rubisela Ramirez  
Its: Property Manager  
Email: willowvillagemgr@cornerstonerent.com

6. Counterparts. This First 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.

7. 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 First Amendment is hereby amended to be consistent.

[Signature pages follow]

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

**CITY:**

THE CITY OF RIALTO, a California  
municipal corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

City affirms that this First Amendment was  
approved at a duly noticed public meeting  
held on \_\_\_\_\_ 2025

**OWNER:**

WILLOW VILLAGE APARTMENT  
COMPLEX

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "A"

DEPICTION AND DESCRIPTION OF PROPERTY

(INSERT)

EXHIBIT "B"  
SCOPE OF WORK

The following shall apply to the continuation of the Rec N Roll program under the extended MOU:

- ▶ **Use of Property:** The City will continue to have access to utilize portions of the Property for the purpose of conducting Rec N Roll programming on the Property. The recreation programming will be available to residents of the Willow Village apartment complex two to three times per week during the term of the Agreement.
- ▶ **Program Resources:** The City will provide necessary support for staffing and operational resources to ensure the success of the program. This includes access to municipal equipment, materials (such as sports gear).
- ▶ **Program Expansion:** We will explore opportunities to expand the program's scope, subject to mutual agreement. This could include organizing special events that further engage the Willow Village community.
- ▶ **Ongoing Collaboration:** We will continue regular communication and collaboration between the City of Rialto and Willow Village Apartment Complex to ensure the program adapts to community needs, adheres to safety guidelines and fulfills both Parties' objectives.

#### EXHIBIT "C" INSURANCE REQUIREMENTS

Owner shall secure the following 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, 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; products and completed operations of Owner; 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 anyway the extent to which the Owner may be held responsible for the payment of damages to any persons or property resulting from the Owners activities or the activities of any person or persons for which the Owner is otherwise responsible nor shall it limit the Owner's indemnification liabilities.