

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**Agreement**”) is made and entered into as of February 2, 2024, (“**Effective Date**”) by and between Willow Village Apartment Complex (“**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 1150 North Willow 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 Willow Village apartment complex, which currently has approximately 100 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 January 15, 2024 (the “**Commencement Date**”) and shall continue until for a period of one year, with the option to extend for two additional one-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 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 or three times per week during the term of the Agreement. The recreation programming will be available to residents of the Willow Village apartment complex.

3.2 **Request for Use.** Prior to a 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 utilized 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 "C."

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
Rubisela Ramirez
1150 N. Willow Ave
Rialto, CA 92376

CITY: Attn: City Manager
150 S. Palm Avenue
Rialto, CA 92376

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:

By: Rubisela Ramirez
Name: Rubisela Ramirez
Its: Property Manager

CITY:

CITY OF RIALTO, a municipal corporation

By: 
Name: David Carmany
Its: City Manager

Attest:

By: Barbara A. McGee
Name: Barbara A. McGee
Its: City Clerk

Approved as to Form:


By: 
Name: Eric S. Vail
Its: City Attorney

Exhibit A
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 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 liabilities.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2024

1/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: AXIS Surplus Insurance Company</td> <td style="text-align: center;">26620</td> </tr> <tr> <td>INSURER B: Hartford Accident and Indemnity Company</td> <td style="text-align: center;">22357</td> </tr> <tr> <td>INSURER C: --- SEE ATTACHMENT ---</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AXIS Surplus Insurance Company	26620	INSURER B: Hartford Accident and Indemnity Company	22357	INSURER C: --- SEE ATTACHMENT ---		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED 1361013 Reliant Group Management, LLC 601 California Street, Suite 1150 San Francisco, CA 94108															

COVERAGES **CERTIFICATE NUMBER:** 20160107 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$25,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	P-001-000291411-04	3/15/2023	3/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	34 UEC ZT6348	1/13/2023	1/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 10,000	N	N	See Attached	3/15/2023	3/15/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
C	Excess Liability	N	N	See Attached	3/15/2023	3/15/2024	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Willow Village Apartments - 1150 North Willow Ave. Rialto, CA 92376. City of Rialto is an Additional Insured as respects liability arising out of the referenced premises and operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION See Attachment

20160107 City of Rialto 150 S. Palm Avenue Rialto, CA 92376	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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UMBRELLA and EXCESS LIABILITY

Insurer: Lexington Insurance Company (A XV)
Effective Dates: 3/15/2023 — 3/15/2024
Policy Number: 080877666
Participation: \$2,000,000

Insurer: AXIS Surplus Insurance Company (A XV)
Effective Dates: 3/15/2023 — 3/15/2024
Policy Number: P00100052566803
Participation: \$3,000,000 excess of \$2,000,000

Insurer: Endurance American Specialty Insurance Company (A+ XV)
Effective Dates: 3/15/2023 — 3/15/2024
Policy Number: ELD30034014900
Participation: \$5,000,000 excess of \$5,000,000

Insurer: Federal Insurance Company (A++ XV)
Effective Dates: 3/15/2023 — 3/15/2024
Policy Number: 93644177
Participation: \$5,000,000 excess of \$10,000,000

Insurer: Navigators Specialty Insurance Company (A+ XV)
Effective Dates: 3/15/2023 — 3/15/2024
Policy Number: LA23EXRZO7XDXIC
Participation: \$10,000,000 excess of \$15,000,000

Primary Terrorism Liability

Insurer: Lloyd's of London (A XV)
Effective Dates: 3/15/2023 — 3/15/2024
Policy Number: PRPTB2300215
\$1,000,000 Limit, subject to no deductible

TRIA is included on all Umbrella and Excess Liability policies referenced herein.