

## **MEMORANDUM OF UNDERSTANDING (MOU)**

### **Between Friends of the Rialto Senior Center and**

### **The City of Rialto**

This Memorandum of Understanding ("MOU") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **Friends of the Rialto Senior Center**, a California Nonprofit Corporation, (hereinafter referred to as "Friends") and the **City of Rialto**, a California general law municipality (hereinafter referred to as "City"), collectively referred to as the "Parties" and each individually as a "Party".

#### **A. Purpose.**

This MOU establishes the terms and conditions under which the Friends will collaborate with the City to support the successful operation of the Rialto Grace Vargas Senior Center located at 1411 S Riverside Avenue, Rialto, CA 92376 (the "Center").

#### **B. Specific Purposes of the Friends.**

1. The Friends are organized to assist and support the successful operations of the Center.
2. The Friends aim to provide a well-organized, continuing collaborative partnership to sustain this purpose.
3. The Friends are responsible for soliciting funding, which may include:
  - a. Acquiring, receiving by gift, bequest, trust, or otherwise, and managing real estate and personal property relating to the Center; and/or
  - b. Purchasing or otherwise acquiring valuable objects and managing their sale or exchange to benefit the Center's operations.

#### **C. Responsibilities and Expectations of Both Organizations.**

1. Collaborative Marketing and Communication.
  - a. Any flyers, promotional materials, or communications intended for public distribution by the Friends whether created utilizing City resources (e.g., printing, marketing, distribution) or not, require final written approval (email suffices) from the City's Parks and Recreation Director to ensure alignment with the City's branding and messaging standards for the Center.

**2. Event Scheduling and City Program Prioritization.**

- a. While City staff will support Friends' activities, the City's staff bears primary responsibility for day-to-day City programming at the Center. Regularly-scheduled, City-operated programs at the Center take priority over Friends' events and programs.
- b. Friends' activities, such as Bingo or other events, will be coordinated with the City to avoid disrupting regularly-scheduled City programming.

**3. Purchasing Requests.**

- a. If City staff requests anything from the Friends, the Friends' Board shall hear and vote on each City request.
- b. For Friends' activities that will entail expenditures by Friends, such expenditures exceeding an agreed-upon threshold must be approved by the Friends' Board.

**4. Program/Event Fees.**

- a. The Friends will not influence or determine the fees charged for City-operated programs, including City events that are sponsored by the Friends.

**D. Professional Conduct.**

1. The Friends are expected to conduct themselves professionally and positively, consistent with the standards expected of the City of Rialto staff. (See the attached "Code of Conduct," which is incorporated herein by this reference.)

**E. Assigned Storage Areas for the Friends.**

The Friends are allocated limited space and permitted to store their materials and supplies in space that is agreed upon by City staff and Friends.

**F. Financial Donations.****1. Storage of Donations.**

- a. Friends shall have full authority and responsibility for the receipt, management, and expenditure of all financial donations made to support its activities, as set forth in Section B.3 above.

- b. All donations, whether monetary or in-kind, shall be collected, maintained, and administered solely by Friends in accordance with its own fiscal policies and applicable laws. City shall have no role in, or responsibility for, soliciting, receiving, managing, or disbursing such donations and shall not be liable for any financial obligations incurred by Friends.

**2. Access and Management; City Liaison.**

- a. The designated City liaison to Friends and manager of this MOU shall be the recreation programmer assigned by the City to the Center.
- b. The designated City liaison will have access to the safe for the following purposes:
  - i. To securely deposit financial donations made to the Friends.
  - ii. To retrieve donations as needed to transfer them to the Friends.
- c. The Friends and City staff will mutually agree in writing (email may suffice) on a procedure for access and tracking to maintain accountability and transparency in the collection, distribution and expenditure of donations and funding utilized by Friends pursuant to this MOU.

**3. Responsibility for Donations.**

- a. The City will not assume any liability for financial donations stored in the Friends' safe. Once transferred to their custody, the Friends are responsible for monitoring and managing all donations.

**G. Responsibilities of the City.**

- 1. The City agrees to collaborate with the Friends to ensure alignment with the Center's operational goals.
- 2. The City will provide reasonable support for Friends' activities, subject to resource availability and prioritization of City programming.
- 3. The designated City liaison will be present at Friends' quarterly meetings, events, etc.

**H. Maintenance of Items.**

- 1. **City-Maintained Items.**

- a. The City will maintain items purchased by the Friends for the Center (e.g., equipment, furniture, or supplies donated to the City programs).

2. **Friends-Maintained Items.**

- a. Items explicitly owned by the Friends and not donated to the City (e.g., materials used exclusively for Friends' activities) will be the responsibility of the Friends.
- b. The Friends must schedule maintenance or repair for these items independently of City staff, however, scheduling must be coordinated with City staff in advance to ensure that scheduled maintenance or repair occurs only during regular City staff hours.

- I. **General Terms.**

1. **Duration and Termination.**

This MOU shall remain in effect until terminated by mutual written agreement or by either Party providing written notice of intent to terminate at least 30 days in advance of such termination, or until the Friends dissolve as a non-profit entity.

2. **Modification.**

This MOU may be modified only by the Parties' mutual written agreement.

3. **Dispute Resolution.**

The Parties agree to resolve any disputes arising under this MOU through good-faith negotiation for a period of thirty (30) days. After such dispute negotiation period, if the dispute remains unresolved, either Party may exercise all rights, remedies or legal actions available in law or in equity.

4. **Severability.**

If any provision of this MOU is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

5. **Notices.**

Unless email communication is expressly permitted hereunder, any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this MOU must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested; or by

email. Any notice, request, demand, direction, or other communication sent by email must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as text messages and instant messages are not acceptable manners of notice required hereunder. Notwithstanding the foregoing, if a party actually receives notice by any method, such actual receipt shall be deemed effective notice as of the date of receipt, even if not sent in the manner prescribed.

<p><b>If to City:</b></p> <p>City of Rialto          Attn: _____          _____          _____          _____</p>	<p><b>If to Friends:</b></p> <p>Friends of the Rialto Senior Center          Attn: _____          _____          _____          _____</p>
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Either Party may change its address by notifying the other Party of the change of address in writing (email may suffice). Notice shall be deemed communicated at the time personally delivered, when sent if given by email, or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

#### **6. Interpretation; Severability.**

The terms of this MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this MOU, headings used, or any other rule of construction which might otherwise apply. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this MOU which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this MOU meaningless.

#### **7. California Law; Venue.**

This MOU shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this MOU shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Friends covenant and agree to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

## 8. No Undue Influence; No Joint Venture.

Friends declare and warrant that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this MOU, including any method of coercion, confidential financial arrangement, or financial inducement. Neither Party shall in any way or for any purpose become or be deemed to be a partner of the other Party in its business or otherwise or a joint venturer or a member of any joint enterprise with the other Party.

## 9. Counterparts; Corporate Authority.

This MOU may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The persons executing this MOU on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this MOU on behalf of said Party, (iii) by so executing this MOU, such Party is formally bound to the provisions of this MOU, and (iv) the entering into this MOU does not violate any provision of any other agreement to which said Party is bound.

## 10. Indemnification and Liability.

Each Party agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, volunteers and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of this MOU by the indemnifying party.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU on the date and year first-above written. By signing below, the Parties agree to the terms and conditions of this MOU and affirm their commitment to a collaborative partnership that will benefit the Rialto Senior Center.

<p><b>For Friends of the Rialto Senior Center:</b></p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>For the City of Rialto:</b></p> <p>_____</p> <p>Name: Tanya Williams</p> <p>Title: City Manager</p> <p>Date: _____</p>
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**APPROVED AS TO FORM:**

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Eric S. Vail, City Attorney

## **Code of Conduct**

### **Friends of the Rialto Senior Center**

This Code of Conduct establishes the expectations for behavior and interactions among Friends of the Rialto Senior Center, City staff, and patrons of the Rialto Grace Vargas Senior Center. It aims to foster a positive, respectful, and professional environment that reflects the shared values and mission of supporting the Rialto Grace Vargas Senior Center.

#### **General Principles**

##### **1. Respect and Professionalism**

- All members shall treat one another, City staff, volunteers, and Senior Center patrons respectfully, courteously, and professionally.
- Discrimination, harassment, or disrespectful behavior is not accepted.

##### **2. Commitment to Collaboration**

- Members will work cooperatively to achieve shared goals, recognizing the value of diverse perspectives and contributions.
- Members will approach disagreements constructively, focusing on resolution rather than conflict.

#### **Interactions Among Friends Members**

##### **1. Communication**

- Use transparent, respectful, and professional language in all communications.
- Listen actively and without interruption when others are speaking.
- Refrain from gossip, personal criticism, or other forms of divisive behavior.

##### **2. Decision-Making**

- Follow agreed-upon procedures for making decisions, ensuring transparency and fairness.
- Respect majority decisions and work collaboratively to implement them, even if they differ from personal preferences.

##### **3. Conflict Resolution**

- Address Board conflicts directly and privately, seeking mediation if needed.
- Avoid escalating tensions or involving unrelated parties in disputes.



## **Interactions with City Staff**

### **1. Professional Courtesy.**

- Recognize that City staff have primary responsibilities for City programming and operations.
- Maintain respectful and professional communication, avoiding demands or unreasonable expectations.

### **2. Coordination and Requests**

- Submit requests for support, materials, or approvals through appropriate channels, adhering to agreed-upon timelines and procedures.
- Respect staff decisions regarding the prioritization of City resources and activities.

### **3. Collaboration**

- Collaborate with City staff to ensure that Friends' activities align with the Grace Vargas Senior Center's operational needs and goals.

## **Interactions with Patrons**

### **1. Courtesy and Inclusivity**

- Greet all patrons warmly and provide assistance or direction as needed.
- Treat all patrons equitably, without favoritism, bias, or prejudice.

### **2. Conflict Management**

- Complaints made to City staff about any Friends' members will be addressed by City staff. The City will inform the Board of complaints but the board will not directly address patrons. City staff will address concerns or complaints calmly and respectfully on behalf of the Board.
- Continued or unresolved issues or conflicts will be directed to the department Director for resolution.

### **3. Boundaries**

- Members of the Friends will refrain from engaging in arguments, confrontations, or inappropriate conversations with patrons.
- Always respect the personal space and privacy of patrons.

## Expectations of Conduct

### 1. Adherence to Policies

- Follow all City of Rialto policies and procedures, including facility use rules and safety protocols.
- Ensure that activities organized by the Friends reflect positively on the Grace Vargas Senior Center and the City.

### 2. Accountability

- Take responsibility for personal actions and behavior.
- Address issues of non-compliance with this Code of Conduct through the appropriate channels.

### 3. Representation

- Represent the Friends and the Grace Vargas Senior Center in a manner that upholds the organization's mission and values.

## Consequences for Non-Compliance

Members who fail to adhere to this Code of Conduct may be subject to the following actions:

1. A verbal or written warning issued by the Friends' leadership.
2. Temporary suspension of participation in Friends activities.
3. Permanent removal from the Friends, subject to the Friends' Board vote.

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## Acknowledgment

By signing below, Friends of the Rialto Senior Center members acknowledge their understanding of and commitment to this Code of Conduct.

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_