### MASTER AGREEMENT AND LEASE FOR HAYWARD PARK SITES Between the City of Hayward and the Hayward Area Recreation and Park District

THIS AGREEMENT AND LEASE is made and entered into as of this first (1<sup>st</sup>) day of July, 2021, hereafter referred to as the "Effective Date," by and between the CITY OF HAYWARD, a municipal corporation, located in the County of Alameda, State of California, hereinafter designated as "City," and the HAYWARD AREA RECREATION AND PARK DISTRICT, a special district organized pursuant to the laws of the State of California, hereinafter designated as "District."

#### <u>RECITALS</u>

WHEREAS, chapter 4 of division 5 of the Public Resources Code of the State of California authorizes and empowers any city and recreation district to cooperate with each other and to that end enter into agreements with each other for the purpose of establishing community recreation programs and facilities; and

WHEREAS, City and District entered into a Master Agreement and Lease dated November 17, 1970, for the purpose of establishing and maintaining park sites within the City of Hayward; and

WHEREAS, that Agreement has been renewed every ten years with minor modifications to add or remove park sites; and

WHEREAS, both City and District are desirous of incorporating the park sites subject to the above said Master Agreement and Lease into a new Master Agreement and Lease for a period of time;

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained, it is mutually agreed by and between the parties hereto as follows:

City hereby leases to District and District hereby hires from City the parcels of real property (park sites) described in Exhibit A to this agreement ("premises"), under the following terms and conditions.

1. <u>Term</u>. The term shall commence on July 1, 2021, and shall terminate on June 30, 2022.

2. <u>Rent</u>. District shall pay City the sum of one dollar (\$1.00) as rent for the year of this Lease upon the Effective Date of this Lease. It is mutually agreed and understood that the nominal rental herein provided for is for the purpose of relieving District of the obligation of expending capital improvement funds for substantial rental payments so that said funds can be entirely devoted to its park development program. 3. <u>Use of Premises</u>. District, during the term herein provided, or any extension thereof, shall use said premises for public recreation purposes and shall direct and supervise community recreation programs and activities thereon. Specific provisions for the use of the Matt Jimenez Community Center are specified in Exhibit B.

During the term of this Agreement, District and City agree to create mutually agreed upon operational standards for the District's use of premises, according to the schedule in Exhibit C to this Agreement.

4. <u>Care of Premises</u>. District shall be responsible for and shall supply all necessary and ordinary care, maintenance, and repair of all equipment, playground facilities, grounds, buildings, and improvements now on or hereafter placed on said premises, and all necessary and ordinary custodial, janitorial, gardening, and other services for said premises.

During the term of this Agreement, District and City agree to create mutually agreed upon operational standards for the District's care of premises, according to the schedule in Exhibit C to this Agreement.

5. <u>Utilities</u>. District shall procure and pay for all utilities furnished to the premises and improvements thereon, with the exception of the Matt Jimenez Community Center. For that Center, District shall procure and pay for all utilities according to the terms in Exhibit B.

6. <u>Insurance and Indemnification</u>. District shall take out and keep in force during the term of this Agreement and Lease, at District's expense, public liability insurance with coverage in the amount of three hundred thousand dollars (\$300,000) for Property Damage and in the amount of four million dollars (\$4,000,000) Combined Single Limit for one occurrence for bodily injury, personal injury and property damage, and shall designate specifically that City is an additional named insured thereunder. Certificates evidencing said insurance coverage shall be presented to City Attorney of City for written approval.

District will, at all times during the life of this Lease, and at its own expense, procure and maintain in force workers' compensation insurance covering all employees in connection with all its activities and operations upon said premises.

District shall obtain a written obligation on the part of any such insurance company to notify City in writing at least 45 days (in the case of workers' compensation, 10 days) prior to any cancellation or amendment of such policy and of any delinquency in premium payments. District agrees, if District does not take out such insurance or keep the same in full force and effect, that City may take out the necessary insurance and pay the premium therefore, and District shall repay to City the amount so paid by having such amount deemed to be additional rental and payable as such in the next rental payment due.

City shall be free of all liabilities and claims for damage by reason of any injury or death to any person or persons, or property of any kind whatsoever and to whomsoever belonging, from any cause or causes whatsoever, except any liability and claim caused solely by the acts of City, its agents or servants, while in, upon, or connected in any way with the premises during the term of this Agreement and Lease or any extension of renewal thereof, and District hereby agrees to indemnify, save harmless, and defend City from all liability, damages, loss, costs and obligations, including court costs and counsel fees, on account of or arising out of or alleged to have arisen out of, directly or indirectly, any such injuries, death or losses, however occurring.

Nothing in this Agreement and Lease contained shall prevent either party from obtaining additional insurance at its own expense.

The following endorsements must be attached to the policy:

- (a) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- (b) The policy must cover personal injury as well as bodily injury.
- (c) The policy must cover complete Contractual liability. Exclusions of contractual liability as to bodily injuries, <u>personal injuries</u> and property MUST BE ELIMINATED from the basic policy endorsements.
- (d) Broad Form property damage liability must be afforded. Permission is granted for deductible which shall not exceed \$500 without special approval of the City.
- (e) The City must be named as a named insured under the coverage afforded with respect to the work being performed under the contract.
- (f) An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance effected by the City will be called upon to contribute to a loss under this coverage.

7. <u>Improvements</u>. Before designing, bidding, constructing, or installing any structures, facilities, alterations, repairs, additions, or improvements whether permanent or not, District shall obtain the written consent of the City Manager of City. The City Manager shall give consent unless it is the City Manager's opinion that such structures, facilities, alterations, repairs, additions, or

improvements would unreasonably interfere with the public use of the premises.

Unless expressly waived by the City Manager when giving consent as required by this paragraph or by paragraph 13 herein, such structures, facilities, alterations, repairs, additions, and improvements shall be the property of City and shall remain upon and be surrendered with the premises upon the expiration of this Lease or any sooner termination thereof.

During the term of this Agreement, District agrees to provide an annual report to City of all capital improvements budgeted, scheduled, and completed for all District properties. The report shall be scheduled at the completion of the annual bond audit. The report shall include the current status of planning and design, estimated timing for construction and opening. Information on changes made to planned capital improvement projects, if applicable, will be made available to the City.

8. <u>Termination</u>. In the event District is dissolved or the territory of City is detached from District, this Lease shall terminate as of the date of such dissolution or detachment.

9. <u>Reservations by City</u>. City hereby reserves, from the commencement of this Agreement and Lease, the right to enter upon said premises at any and all times to survey, locate, or inspect said premises, and the right at any and all times to install, construct, repair, or maintain any public utility, including, but not limited to, drainage, sewage, and water facilities, and City agrees to repair any damage that may result from those activities to any structures, facilities, or improvements placed on the premises by District with the City Manager's approval.

10. <u>After-Acquired Property</u>. It is mutually agreed and understood that City may acquire additional property to add to the premises described herein. It is agreed that upon acquisition of said property by City, said property may become a part of this Agreement and Lease and be subject to all of the terms and provisions hereof as of the date the City Council of City designates such inclusion by resolution. Notice of such action shall be sent promptly by City Clerk of City to District.

11. <u>Removal of Property</u>. It is mutually agreed that any property made subject to this Agreement and Lease may be removed therefrom as of the date the City Council of City and the Board of Directors of District designate such removal by resolution.

12. <u>Notices</u>. All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage fully prepaid, and addressed to the other party at the following address:

<u>City</u>	District
City of Hayward	Hayward Area Recreation and Park District
c/o City Manager	c/o General Manager
777 "B" Street	1099 "E" Street
Hayward, CA 94541	Hayward, CA 94541

Such mailing address may be changed by either party by giving written notice thereof to the other party as herein provided.

13. <u>Assignment</u>. District shall not assign this Agreement and Lease voluntarily or by operation of law or any right hereunder, nor sublet the premises or any part thereof, without the prior written consent of City Manager of City. No consent to any assignment of this Agreement and Lease, voluntarily or by operation of law, or any subletting of the premises shall be deemed to be a consent to any subsequent assignment of this Lease, voluntarily or by operation of law, or any subletting of the premises without obtaining the prior written consent of City Manager of City shall be void and at the option of City, exercised by written notice to District, shall terminate this Lease.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Agreement and Lease to be lawfully executed as of the Effective Date.

HAYWARD AREA RECREATION AND PARK DISTRICT

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

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

James Wheeler, General Manager

Attest:

Secretary, Board of Directors

CITY OF HAYWARD, a Municipal Corporation

Ву:\_\_\_\_\_

Kelly McAdoo, City Manager

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

Attest: \_\_\_\_\_

Miriam Lens, City Clerk

Approved as to form: \_\_\_\_\_ Date: \_\_\_\_\_

City Attorney for City of Hayward

- Exhibit A: City of Hayward Park Sites Leased by the Hayward Area Recreation and Park District
- Exhibit B: Provisions for the use of the Matt Jimenez Community Center
- Exhibit C: Schedule for Creation of Operational Standards

# EXHIBIT A: CITY OF HAYWARD PARK SITES LEASED BY THE HAYWARD AREA RECREATION AND PARK DISTRICT

	PARK NAME	ADDRESS	ACRES	APN(S)
1	Alden E. Oliver Sports Park	2580 Eden Park Pl	24.52	456-0097-001-00
2	Bechtel Mini Park	22798 Ross Pl	0.77	452-0076-026-00, 452-0076-047- 00, 452-0076-025-00, 452-0076- 048-00
3	Birchfield Park*	Santa Clara St and Winton Ave	1.12	443-0005-076-00
4	Canyon View Park	Farm Hill Dr and Daisy Ct	5.41	081D-2081-069-00, 081D-2081- 068-00, 081D-2081-070-00, 081D- 1900-003-13
5	Children's Park at Giuliani Plaza	22738 Main Street	≈0.30	428-0066-049-00, part of 428- 0066-045-00
6	Christian Penke Park	Tahoe Ave and Morningside Dr	4.17	456-0050-059-00, 456-0046-109- 00
7	College Heights Park*	27020 Fielding Dr	1.99	081D-2086-058-00
8	Douglas Morrisson Theatre*	N Third St @ Crescent Ave	0.17	415-0210-028-02
9	Eden Greenway #8*	25625 Cypress Ave	0.23	443-0075-035-02
10	Eldridge Park	Hamrick Ln and Rieger Ave	3.44	454-0070-002-00
11	Fairway Greens Park	30504 Vanderbilt St	2.47	083-0221-050-01
12	Gordon E. Oliver Eden Shores Park	2841 Seahaven Ct	5.58	461-0036-003-00
13	Greenbelt Park/Trails	Ward Creek Canyon	7.90	425-0380-005-00, 425-0380-004- 00, 425-0380-003-00
14	Greenwood Park	Eden Ave & Middle Ln	3.45	441-0083-019-00, 441-0083-018- 00
15	Haymont Mini Park	Colette St & Luvena Dr	0.43	452-0036-001-02
16	Hayward Area Senior Center	22325 N 3rd St	0.97	415-0250-001-04, 415-0210-029- 00
17	Jalquin Vista Park	28846 Bay Heights Rd	2.89	085A-6424-007-00
18	Japanese Garden	N 3rd St and Crescent Ave	3.60	415-0250-001-04, 415-0230-038- 00, 415-0230-039-00
19	Kennedy Park	19501 Hesperian Blvd	14.53	432-0104-001-01

20	La Placita Park	El Dorado Ave at Sonoma St	≈0.20	Public Right of Way
21	Longwood Park	Leonardo Way and Reed Way	2.93	432-0056-033-00
22	Matt Jimenez Community Center <sup>1</sup>	28200 Ruus Rd	1.08	465-0001-009-05
23	Memorial Park and Hayward Plunge	24176 Mission Blvd	33.96	445-0070-015-00, 445-0140-001- 00
24	Mission Hills of Hayward Golf Course*	275 Industrial Parkway West	39.09	078G-2651-017-02
25	Nuestro Parquecito	E 10th and Jefferson St	2.25	452-0084-110-01, 452-0080-055- 01, 452-0068-109-01
26	Palma Ceia Park	27600 Decatur Way	4.55	455-0060-032-01
27	Ruus Park	Dickens Ave and Folsom Ave	4.09	464-0040-003-00, 464-0035-013- 00
28	Shoreline Park*	Breakwater Ave	≈0.10	438-0080-013-08
29	Sorensdale Park*	275 Goodwin St	2.72	452-0028-102-00
30	Southgate Park*	26780 Chiplay Ave	3.50	455-0024-097-00
32	Stratford Village Park	Stratford Rd & Canterbury Ln	1.92	464-0122-001-00
33	Tennyson Park*	Panjon St and Huntwood Ave	2.48	465-0001-011-02
34	Twin Bridges Park	301 Arrowhead Way	2.11	078G-2651-019-00
35	Weekes Park and Community Center	27182 Patrick Ave	14.65	453-0050-052-01, 453-0075-004- 05, 453-0050-052-01

<sup>1</sup>Exhibit C outlines specific provisions for the use of the Matt Jimenez Community Center \*These ten parks are owned by multiple agencies. The maps below show in yellow which portions are owned by the City, and thus covered under this agreement.



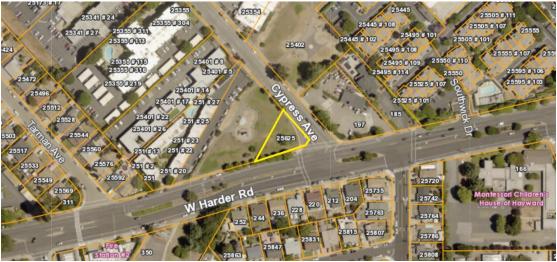
College Heights Park



Douglas Morrisson Theater



## Eden Greenway #8



Mission Hills Of Hayward Golf Course and Twin Bridges Park



Shoreline



#### Sorensdale Park



#### Southgate Park



Tennyson Park



#### EXHIBIT B: PROVISIONS FOR THE USE OF THE MATT JIMENEZ COMMUNITY CENTER

The Matt Jimenez Community Center will potentially undergo renovations during the term of this Master Lease. The following provisions outline the use of the Center during the time periods specified below.

July 1 – August 31, 2021:

- District will operate and provide programming in the entire Center, including covering all associated maintenance costs.
- City will have the right to use the Center at no cost for occasional events and programs. The City will notify District at least two weeks in advance to request use of the facility. District has first right of scheduling and can deny City's request if other programs or events are already scheduled during that time. Otherwise, District will make its best effort to accommodate any requests.

September 1, 2021 – June 30, 2022:

- District will operate and provide programming in the Gymnasium.
- City and District will evenly split utility costs for the Center. District will be the lead on paying bills and will bill City quarterly for reimbursement.
- District may request to use other sections of the building at no cost for occasional events and programs. However, District will not rent sections of the building other than the gymnasium to third parties. City will make its best effort to accommodate any requests, but retains the right to deny requests.
- City will have the right to use the Gymnasium at no cost for occasional events and programs. The City will notify District at least two weeks in advance to request use of the facility. District has first right of scheduling and can deny City's request if other programs or events are already scheduled during that time. Otherwise, District will make its best effort to accommodate any requests.

In Case of Construction Activities

• City will notify District as soon as it is aware of any scheduled constructions activities that may impact District programming. District will accommodate any reasonable requests to temporarily move equipment and provide access as needed for construction preparation.

### EXHIBIT C: SCHEDULE FOR CREATION OF OPERATIONAL STANDARDS

During the twelve months of this Agreement, District and City agree to create mutually agreed upon operational standards for the District's use and care of premises.

#### July – September 2021:

- District will provide and both parties will review any existing baseline operational data for care of premises. This could include, but is not limited to data on cleanliness, playground conditions, plant health, and fuel management, as well as maintenance schedules.
- District will provide and both parties will review any existing baseline operational data for use of premises. This could include, but is not limited to hours of programming by age demographic, unique users of programming by age, race or other demographic information, cost of programming, and number of scholarships provided.
- Both parties will research and review best practices from similar jurisdictions for recreation programming and park maintenance.
- City and District will develop and conduct community outreach and an online survey to collect feedback from Hayward residents, in partnership with District.

#### October 2021:

• Both parties will hold a joint work session with the Hayward City Council and District Board to review community feedback and receive direction from elected officials.

#### November 2021 – January 2022:

• Based on the feedback at the work session, both parties will meet at least twice a month to draft and prioritize mutually agreed upon operational standards for the District's use and care of premises.

#### February – April 2022:

- Where possible, District will collect baseline measurements for the operational standards.
- If it is not possible to immediately collect baseline measurements, District will create a timeline and process for collecting this data.
- Based on baseline measurements and best practices from similar jurisdictions, both parties will meet at least twice a month to set mutually agreed upon operational outcomes for the Master Agreement and Lease and a reporting schedule.

#### May 2022:

• Both parties will finalize a revised Master Agreement and Lease with the operational standards and outcomes for adoption by both boards.