

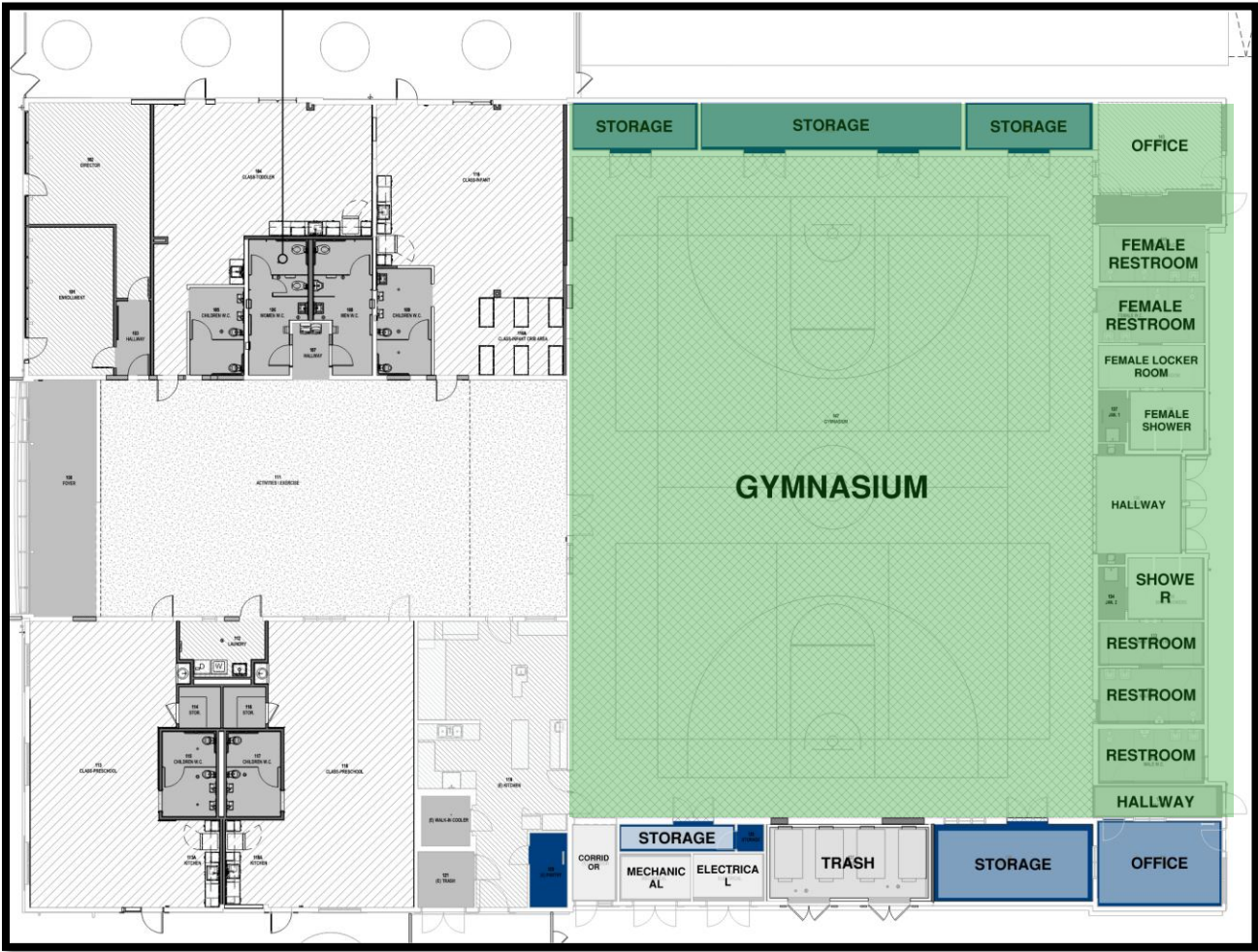
EXHIBIT A
PROVISIONS FOR THE USE OF THE MATT JIMENEZ GYMNASIUM AT THE STACK CENTER

As with all properties covered in this Master Lease, it is mutually agreed and understood that the nominal rent is in recognition that the Hayward Area Recreation and Park District (“District”) will expend substantial funds to operate and maintain the facility, as defined in the Facility Section (see below).

Facility

For the term of the Master Lease, the District will operate and maintain the section of the Stack Center shown in green below, which includes the gymnasium, gymnasium bathrooms, north storage area, storage rooms, northeast office, storage room 8, etc.

The District is aware that the City has a separate agreement with an operator (“the Stack Center Operator”) for the Stack Center. The Stack Center Operator will operate and maintain the section of the facility shown in grey on the facility map below, as well as all external areas immediately surrounding the building.



Although the District is not a tenant of the Stack Center Operator, the Stack Center Operator will include

the District staff in the Stack Center Tenant Council (“Tenant Council”) and on any communications regarding MJCC operations and programming. District participation in the Tenant Council is optional.

Care of Premises

The District agrees to maintain the area defined in green of the Facility Section above to the same standard as all facilities covered by this Master Lease Agreement, Section 4: Care of Premises. This includes all necessary and ordinary custodial and janitorial functions, as well as routine maintenance of fixtures and equipment, and the interior of the facility, such as lighting and bathroom fixtures, within the areas noted in the **Facilities** section above. The City or the Stack Operator will be responsible for all areas not defined in the Facility Sections and for all exterior building elements, including exterior walls, roof, windows, and landscaping – including broken windows, graffiti, and weeding.

Repairs - For shared building systems, such as heating and water heating (for the area defined in the Facility Section), the District agrees to reimburse the City or the Stack Center Operator for fifty percent (50%) of all costs for the repairs and maintenance as defined in the Facility Section.

If any repairs are needed to the shared building systems, the City or the Stack Center Operator shall be solely responsible for identifying and addressing the required repairs. The City or the Stack Center Operator will notify the District of non-emergency maintenance or repairs at least one month in advance. The City or the Stack Center Operator will provide a quote for the work, allowing the District no more than thirty (30) days to propose other options. With written approval from the City or the Stack Center Operator, the District may also bill the City or the Stack Center Operator, the approving party, for all approved repair work performed by District staff. Written approval from the City or the Stack Center Operator must be received prior to the District performing any repairs. Any work performed by the District prior to written approval from the City or Stack Center Operator will be at the District’s own expense and risk of non-reimbursement. The City or the Stack Center Operator will notify the District immediately of emergency repairs.

Utilities

The District will be responsible for a share of gas, electric, and water utilities. The share will be equal to the proportion of hours used, based on the previous quarter's hourly usage. The proportional share of hours will be determined no later than 30 days after the end of each quarter. The Stack Center Operator will be the lead organization for paying bills and will bill the District quarterly for reimbursement, including an invoice for: total programmed hours, District programmed hours, and the rate per hour. The City or Stack Center Operator will cover garbage for the full facility. The District will reimburse the City or the Stack Center Operator for its prorated share of the garbage use.

The District will be responsible for its own alarm system, as indicated in the green area in the image. The rest of the building will have a security alarm that is operated by the City or the Stack Center Operator. Fire and all other alarms shall be paid and managed by the City or the Stack Center Operator. The District will reimburse the City or the Stack Center Operator for the prorated share of any Fire or other alarm systems shared across the premises.

Programming of the Gymnasium:

The City and the District share a vision of equitable access to the MJCC, including access for youth residents of South Hayward. The District will use its current prioritization and existing health equity initiatives to pursue this shared vision.

The District will allocate a minimum of seven (7) weekly gym hours to the Police Athletic League (PAL) at no cost. PAL will submit the reservation request in accordance with the District's established scheduling procedures.

District Data Collection and Reporting

The District will make available the following summary of indicators every year to the Public through an annual District Report:

1. Summary of applicants for the MJCC slot, where available
2. Summary of users by zip codes, where available

City Usage of Gymnasium:

The City will have the right to use the Gymnasium at no cost for up to twelve (12) events and programs per year. The City will notify the District at least six (6) weeks in advance of any request to use the facility. The District has the first right to scheduling and can deny the City's request if other programs or events are already scheduled. Otherwise, the District will make its best effort to accommodate any requests. In the event of an emergency, the District and City shall follow the protocol outlined in Section 3 of the Master Lease Agreement.