

**AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
BOYS AND GIRLS CLUB OF SAN LEANDRO
FOR
USE AND OPERATION OF POOL FACILITY**

This AGREEMENT for use of the Boys and Girls Club pool facilities by the City of San Leandro ("Agreement") is made by and between the City of San Leandro ("City") and the Boys and Girls Club of San Leandro ("BGCSL") (together sometimes referred to as the "Parties") as of November 1, 2025 (the "Effective Date").

RECITALS

WHEREAS the City of San Leandro owns a ground lease for the property located at 2200 San Leandro Boulevard, which has been leased to the Boys and Girls Club of San Leandro since March 18, 1991; and

WHEREAS the Boys and Girls Club of San Leandro owns a facility containing a pool at the property ("Pool Facility" or "Facility"); and

WHEREAS, City and BGCSL previously entered into an agreement for recreational facility and pool use in 2003 for a period of 20 years, which was then subsequently extended by 18 months, expiring on September 30, 2024; and subsequently extended by 4 months to January 31, 2025; and

WHEREAS BGCSL desires to continue to allow City to operate the pool facility and provide recreational aquatic programs; and

WHEREAS the Parties desire to enter into this Agreement to outline expectations and responsibilities regarding the operation and maintenance of the pool facility and the Boys and Girls Club facility as it relates to the City being a user of shared of certain appurtenances.

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide facilities for education, social, recreational, and cultural activities for members of the San Leandro community. At the sole discretion of the City, the City will provide and supervise aquatic recreation programs including, but not limited to, swimming lessons, recreational swim, aquatic special events, lap swim, competitive swimming programs, and pool rentals.

Section 2. Facility. The area leased to City for exclusive use includes the pool, pool deck, pool equipment room, pool storage room, pool office and pool lobby, pool locker rooms, and restrooms. The City is permitted during hours of pool operations, shared use of other areas such as the parking lot, fencing, and all other structures within the property boundaries of the Boys and Girls Club of San Leandro pool facility located at 2200 San Leandro Boulevard, San Leandro CA 94577, as shown in Exhibit A – Map of Leased SF, incorporated herein by this reference.

Section 3. Services. The city shall provide the services and programs described in and in accordance with Exhibit B - Aquatics Program, incorporated herein by this reference ("Services").

Section 4. Term The term of this Agreement commences on November 1, 2025, and shall terminate on November 1, 2035 (the "Initial Term"). No later than one hundred twenty (120) days prior to the expiration of the Initial Term, the Parties may mutually agree to negotiate adjustments to the payment schedule and other terms of this Agreement, except for the Initial Term. If the Parties come to agreement on revised terms, other than the Initial Term, the Agreement shall be automatically extended for a period of ten (10) years (the "Extension Term") from the end of the Initial Term on such revised terms. If the Parties do not come to agreement on the revised terms, either Party may terminate by providing written notice at least one hundred twenty (120) days before the expiration of the Initial Term. If neither Party provides timely notice of termination, and no revised terms are executed, this Agreement shall automatically be extended for a period of ten (10) years on the existing terms and conditions. This new "Term" of the Agreement shall include the Initial Term as well as any Extension Term. The Parties agree to annually meet, review the Agreement, and consider ways to collaborate and refine operations to support both parties. This Agreement provides for periodic increases in lease payments for the Term of the Agreement as per Exhibit C – Schedule of Payments.

Section 5. Payment.

5.1 City shall make monthly Lease payments (Exhibit C- Schedule of Payments) to BGCSL for:

- A. The exclusive year-round-use and operation of the Pool Facility to operate aquatic recreation programs within the hours of 5:00am to 11:00pm.
- B. City's share of utility bills including electric, gas and water (unless there is a separate meter for and billing directly to City), trash and recycling, security, and fire alarm services. City's share has been predetermined and is a part of the Schedule of Payments. The City's share of utility bills shall be reviewed and adjusted at the end of the first 5 years of the Term and subsequent 5-year periods.
- C. City's share of routine facility maintenance services, also referred to as Common Area Maintenance, provided by BGCSL through BGCSL staff or contractors/vendors at the minimum frequencies outlined in this Agreement.

5.2 In exchange for the monthly lease payments paid by City, BGCSL agrees to:

- A. Pay for all utilities and provide the City with copies of the utility bills upon request. However, any utilities associated with the refilling and heating of the pool, on a needed basis, will be paid by the City.
- B. Pay for all routine facility maintenance, outlined below in Section 13, and provide the City with copies of invoices upon request.

5.3 Monthly lease payments shall be temporarily suspended, fully or partially, if the Pool Facility becomes unavailable to the City after 120 days due to mechanical problems, failure, repairs, maintenance, disasters, emergencies, or other events (which are outlined in Section 13) caused by BGCSL that render the Pool Facility nonfunctioning.

5.4 Force of God Clause: City shall not be responsible for monthly lease payments for failure or delay in performing obligations under this Agreement if such failure or delay is due to natural disasters, severe weather events, beyond the reasonable control of either Party.

Section 6 Notification.

6.1 Neither party shall undertake any maintenance, repair, or capital project that will disturb the other party's ability to operate programs or services without at least 72-hour ample notice, unless there is an emergency or unforeseen situation that arises. The City shall submit project plans to BGCSL for any alteration of the Facility that intrudes upon common areas or areas that are outside of the space that the City leases. The City shall coordinate projects inside of the leased area with the BGCSL and communicate scope, schedule, and possible impacts.

6.2 Both Parties agree to provide at least 120 days' notice if there is the possibility that the Pool Facility will be unavailable or impacted such that operations may need to be suspended temporarily.

6.3 BGCSL and City agree to undertake maintenance, repair, and capital projects during times that are the least disruptive to the City's use of the Pool Facility. Both parties agree to maintain proactive communication to facilitate use of the Facilities before action is taken.

6.4 Upon 36 hours' notice, BGCSL may request an inspection or site visit into the Pool Facility. City staff shall attend and participate in any such inspection or site visit.

6.5 The City designates the Recreation and Parks Director as the City's designee on matters related to this Agreement. The Boys and Girls Club of San Leandro designates the Chief Operating Officer as the Club's designee on matters related to this Agreement.

Section 7. Termination. Either party may terminate this Agreement prior to the expiration of the Term for cause, which will include, but not be limited to, any default of or material non-compliance with this Agreement or any provisions hereof. The party desiring to terminate must first attempt to meet and confer with the other party pursuant to the dispute resolution provisions of Section 8. If unsuccessful, the party seeking to terminate may do so upon 120 days written notice to the other party of the violation or deficiency and the party fails to cure such violation or deficiency within (120) days after receipt of written notice or, if the matter cannot be cured within (120) days, the party fails to commence the cure within one hundred and twenty (120) days and to diligently prosecute such cure thereafter.

In the event of termination, BGCSL shall be entitled to compensation under this Agreement up until the effective date of termination.

If this Agreement is terminated prior to the last day of the Term, the Parties agree that any improvements constructed and/or funded by City shall remain at the Facility as part of the realty and because of this condition BGCSL shall pay the City the value of the remaining useful life of any improvements constructed and/or funded by City based on the total cost of the improvement depreciated at a constant rate over the estimated useful life of the improvement.

For example purposes only and for avoidance of doubt, an improvement with a total cost of One Hundred Thousand Dollars (\$100,000.00) and a useful life of twenty (20) years shall depreciate in value Five

Thousand Dollars (\$5,000.00) per year. Therefore under this Section 7, if the City terminates this Agreement without cause and does not remove the improvement that was construction and/or funded by the City, then BGCSL shall be required to pay the value of the remaining useful life of any such improvement(s).

Section 8. Dispute Resolution. The parties shall meet and confer to amicably resolve any disputes from or relating to this Agreement, prior to resorting to the termination or remedy provisions of Section 7 and 9 of this Agreement, subject to the following provisions:

- A. Party desiring to meet and confer shall so advise the other party pursuant to a written notice, detailing the default, breach, deficiency, or other reason for the meeting.
- B. Within 15 days after the provision of written notice by the party desiring to meet and confer, or some other date mutually agreed upon by both parties, the parties shall meet in person and attempt to amicably resolve their dispute. Each party shall send to the meeting a person capable of resolving the dispute or to make a recommendation to the person capable of resolving the dispute.
- C. The Parties shall participate in mediation of any dispute that remains unresolved. The mediator shall be selected by mutual agreement of the Parties. The cost of the mediator shall be shared equally by the Parties. Each party shall otherwise bear its own costs and attorney's fees related to the mediation.
- D. No party shall file a legal action or take advantage of any remedy outlined in Section 9 without first complying with the provisions of this Section 8.

Section 9. Remedies. Only if BGCSL materially breaches any of the terms of this Agreement, and the requirements of Section 8 regarding dispute resolution have been satisfied, City's remedies shall include, but not be limited to, the following:

- A. Terminate the Agreement pursuant to Section 7 of this Agreement.
- B. Withhold monthly rent payments pursuant to Section 5.3 of this Agreement; or
- C. Retain a contractor to complete the work not finished by BGCSL and subtract the amount paid to the contractor from monthly rent due to BGCSL.

No remedy mentioned in this Agreement is intended to be exclusive of any other right, power, or remedy permitted by law. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by City of any such right or remedy preclude any other or further exercise of any such right or remedy.

Section 10. Indemnification. City agrees to indemnify, hold harmless, and defend BGCSL, its directors, officers, and employees from and against any and all claims, liability, loss, damage, or expenses resulting from City's occupation and use of the Pool Facility, including but not limited to any maintenance, repairs, or other work performed by City to the Pool Facility.

BGCSL agrees to indemnify, hold harmless, and defend City, its officials, officers, employees, and agents from and against any and all claims, liability, loss, damage, or expenses resulting from allegations of negligent design, construction, repair, or maintenance of the structure and facilities comprising the Pool Facility.

City covenants and agrees at its sole cost and expense, to protect, defend, indemnify and hold BGCSL, its directors, officers, and employees ("Indemnified Parties") harmless from and against any and all claims, liability, loss, damage, lawsuits, other actions, or expenses arising out of or resulting from City's occupation, operation, and/or use of the Facility or Pool Facility, including but not limited to any maintenance, repairs, or other work performed by the City, at the City's request, or on behalf of the City to the Facility or Pool Facility.

City further covenants and agrees at its sole cost and expense to protect, defend, indemnify and hold Indemnified Parties harmless from and against any and all claims, liability, loss, damage, lawsuits, other actions, or expenses imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any presence of any Hazardous Materials in, on, above, or under the Facility or Pool Facility, brought upon the Facility or Pool Facility by the City, or any person or entity on behalf of the City.

City further covenants and agrees to protect, defend, indemnify Indemnified Parties harmless from any past, present or threatened (in writing) non-compliance or violations of any Environmental Laws (or permits issued pursuant to any Environmental Law) in connection with the operation of the Pool Facility by City.

City further covenants and agrees to protect, defend, indemnify Indemnified Parties harmless from the imposition, recording, or filing of any lien or other Encumbrance pursuant to Environmental Laws Encumbering the Facility or Pool Facility arising out of City's operation of the Facility and/or Pool Facility ("Environmental Lien").

City further covenants and agrees to protect, defend, indemnify Indemnified Parties harmless from any acts of City, any person affiliated with City, and any acts of any City guests, invitees, customers, or licensees.

City further covenants and agrees to protect, defend, indemnify Indemnified Parties harmless from any and all claims, liability, loss, damage, lawsuits or other actions relating to any personal injury, wrongful death, property or other damage related to City's use of the Facility and/or Pool Facility under this Agreement.

City shall not have any indemnification obligations under this Agreement with respect to any losses that have arisen out any circumstances, or of Hazardous Substances or violations of Environmental Law, in, on, under or about the Facility or Pool Facility to the extent such losses are the result of any gross negligence or willful misconduct of an Indemnified Party.

Upon written request by Indemnified Parties, City shall defend same (if requested by any Indemnified Party in the name of the Indemnified Party) by attorneys and other professionals reasonably approved by Indemnified Parties. Notwithstanding the foregoing, any Indemnified Parties may, in their sole discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of Indemnified Parties, their attorneys shall control the resolution of any claim or proceeding. Upon demand, City shall pay or, in the sole discretion of Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

The obligations and liabilities of City under this Agreement shall fully survive indefinitely the termination of this Agreement.

The term “Hazardous Materials” includes but it is not limited to any and all substances (whether solid, liquid or gas) defined, listed or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future Environmental Law that may have a negative impact on human health or environment, including but not limited to Mold, petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, per- and poly fluoroalkyl substances, flammables and explosives, but excluding substances of kinds and in amounts ordinarily and customarily used or stored in similar properties for purposes of cleaning or other maintenance or operations and otherwise in compliance with all applicable Environmental Laws.

The term “Environmental Law” includes but is not limited to the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any State or local statutes, ordinance, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Substances Transportation Act; the Resource Conservation and Recovery Act (including but not limited to Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act.

The term “Mold” means fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including, but not limited to, mold, mildew, and viruses, whether or not such Mold is living.

Section 11. Insurance. City is permissibly self-insured for liability and property damage with a self-insured retention of One Million Dollars (\$1,000,000.00). City’s obligations hereunder to indemnify, hold harmless, and defend BGCSL, its directors, officers, and employees shall not be limited by the limitations of any contract of insurance held by City; and any self-insured retention or deductible applicable to City’s liability insurance shall not serve to reduce City’s liability in full to BGCSL for any claim, loss, liability, or damages arising under this Section.

BGCSL shall provide a certificate of insurance naming City as an additional insured in respect to the structure and facilities comprising the Pool Facility, but BGCSL’s obligation hereunder to indemnify and hold harmless the City, its officials, officers, employees, and agents shall not be limited by the limitations of any contract of insurance held by BGCSL; and any self-insured retention or deductible applicable to BGCSL’s liability insurance shall not serve to reduce BGCSL’s liability in full to City for any claims, loss, liability, or damages arising under this Section.

Section 12. City’s Obligations.

12.1 City shall function as pool operator and comply with the California Health and Safety Code, Alameda County Health Department, and other regulations governing operating a public pool.

12.2 City is responsible to undertake projects to maintain compliance with regulatory requirements and functionality of the Pool Facility for aquatic recreational programs. Such may include construction projects, equipment replacement and other modifications to pool appurtenances such as the pool deck,

pool heaters, sanitation and filtration equipment, pumps, motors, drains, tile, coping, pool surface, locker room equipment, restroom equipment/fixtures, modernize fixtures and equipment, replace pool equipment such as starting blocks, pool lane lines.

12.3 City shall be responsible for ongoing services that provide for the operational efficiency and use of the Pool Facility and are under the purview and responsibility of the City at their cost and through their staff, vendors, or contractors, including maintenance operations that are required of a pool operator and within the leased area. These responsibilities shall include tasks scheduled routinely and at designated frequencies - whether daily, weekly, monthly, or annually, and tasks scheduled and predictable. Some tasks include but not limited to are:

- a. Maintaining chemical feeders; filtration systems
- b. Maintaining pumps and motors
- c. Maintaining pH and chlorine levels/balance of pool water within acceptable ranges
- d. Skimming the debris off the surface of the water before each use
- e. Scrubbing the walls of the pool once a week or after heavy pool use
- f. Vacuuming the floor of the pool once a week or after heavy pool use
- g. Drainage of the pool due to accidents incurred in the pool which poses as a safety hazard and the additional cost of bringing pool services back into operation *i.e.*, gas, chemicals etc
- h. Backwashing sand and diatomaceous earth (D.E.) filters once a month
- i. Emptying the skimmer basket before each use
- j. Checking water levels and refill equipment
- k. Inspecting fittings and surfaces
- l. Inspecting filters, heaters, pumps, and other equipment for signs of leaks or damage
- m. Ensuring compliance with Health and Safety Regulations governing pool operations
- n. Janitorial Services of locker rooms and restrooms including sanitizing, stocking supplies, floor cleaning, interior entry glass and windows, office janitorial needs
- o. Plumbing and Drainage clearing, including dripping/leaking faucets, hydro jetting, minor clogs (including Roto Rooter), small component repair (flap, handle, etc.)
- p. Lighting – Replacing bulbs/lamps/ballasts as required.
- q. IT Infrastructure and related monthly fees
- r. Security: Doors/Entry – Keys/fobs; Access control.
 - i. Handset repair
 - ii. Openers/emergency push bars.
 - iii. Security system including intrusion alarm and security system
 - iv. Fees paid to providers for safety and security services.

Section 13. BGCSL's Obligations.

13.1 BGCSL may undertake projects to maintain and improve the Pool facility that are structural to the facility and not specifically covered as pool improvements. Such projects may include construction projects, equipment replacement or other modifications to facility appurtenances such as ceilings, walls, doors, door hardware, parking lots, parking lot lighting, parking lot signage, roofing, air handlers, air cooling and heating equipment.

13.2 BGCSL shall be responsible for ongoing services that provide for the operational efficiency and use of the Pool Facility and are under the purview and responsibility of the BGCSL at their cost and through their staff, vendors, or contractors. Such responsibilities include maintenance services that benefit the City's use of the Pool Facility but that are done Facility wide and in common areas, tasks that are scheduled routinely and at designated frequencies -whether daily, weekly, monthly, or annually, and tasks that are scheduled and predictable (Exhibit D - Facility Maintenance Schedule). Some tasks include but not limited to are:

- a. Pest Control – Interior and Exterior
- b. Painting – Exterior Wall repair and paint
- c. HVAC – Quarterly preventative maintenance including filter change; Inspecting and replacing belts, filters
- d. Fire Systems – Quarterly, semi-annual, annual, and 5-year inspections.
- e. Landscape – Exterior
 - i. Routine cleanup of all landscape; prune, trim, and shape shrubs and ground cover
 - ii. Hand-trim all sucker growth for all trees within landscape areas; remove and dispose any dead trees.
 - iii. Maintain a minimum two-inch cover of bark/mulch over the entire exposed landscape soil surface.
 - iv. Weed control.
 - v. Fertilize all turf and landscape areas.
 - vi. Repair and maintain the irrigation system from lateral tees to sprinkler heads including the
 - vii. Replacement of damaged or malfunctioning heads, broken risers and nozzles or other related parts of the irrigation system above the connection to the lateral.
 - viii. Litter control
- f. Hardscape –
 - i. Walkways
 - ii. Parking lot including sweeping.
 - iii. Curb painting
 - iv. Exterior Signage – parking lot signage – repair and replace if damaged.
 - v. Litter control
- g. Storm drains and drainage–
 - i. Storm drains maintenance (flushing and inspecting)
 - ii. Gutters and downspouts – flushing and inspecting.

Section 14. Pool Major Maintenance and Capital Renewal. Some tasks that constitute major maintenance and capital renewal, and are the responsibility of the City, include, but are not limited to:

Major maintenance and capital renewal shall be defined as planned or unplanned repair of Pool Facility systems that are required to continue full operational efficiency of the site and maintain the Pool Facility in a safe and acceptable manner and provide for capital renewal of the Pool Facility and appurtenances. This type of maintenance may be scheduled or result from an unknown or unplanned situation [i.e., weather; system failure]. It is typically work that may be performed by a specialized contractor/vendor. Planning,

design, permitting, implementing, inspecting, commissioning, constructing, and funding for this type of maintenance will be the responsibility of the City.

For each project constituting pool major maintenance and/or capital renewal that is the responsibility of the City, City shall provide BGCSL with a scope of work and project description, proposed timeline, potential impacts to the site, conduct inspections, and commission any and all necessary equipment.

City shall provide BGCSL 30 days' notice a proposed scope of work and project description prior to beginning work provided to BGCSL Chief Operations Officer.

Projects that constitute pool major maintenance and capital renewal and are the responsibility of the City include, but are not limited to, equipment and appurtenances that serve the operations of the pool:

- a) Interior lighting, interior doors, and windows
- b) Pool equipment room
- c) Pool
- d) HVAC and air flow systems
- e) Locker Rooms
- f) Pool Signage
- g) Pool deck, coping, plaster, drains.
- h) Equipment and systems for pool filtration, sanitation, heating, circulation, cleaning
- i) Deck and equipment such as lane lines, office equipment, lifeguard stands, ADA equipment.

Section 15. BGCSL Major Maintenance and Capital Renewal Some tasks that constitute major maintenance and capital renewal, and are the responsibility of BGCSL, include, but are not limited to:

- a) Roof repair/replacement
- b) Parking repair/replacement: Pothole repair; minor patching, bumpers restriping, crack sealing, slurry seal every (5 to 10 years)
- c) Plumbing: Fixture replacement & Sewer system repair and replacement
- d) Drainage: Storm Drain Improvements (Maintained and replaced as needed)

For each project constituting major maintenance and/or capital renewal that is the responsibility of BGCSL, BGCSL shall provide the City with a scope of work and project description, proposed timeline, potential impacts to the site, conduct inspections, and commission any and all necessary equipment.

BGCSL shall provide City 30 days' notice a proposed scope of work and project description prior to beginning work provided to Recreation and Parks Director.

Language related to execution of work and recovery of payment from City as work performed as it relates to City being able to budget.

Section 16. Exclusive Use. City shall be permitted exclusive use of the Pool Facility, including the storage area located within the Pool Facility. Should BGCSL wish to hold programs within the Pool Facility, the City will permit the programs under a Rental Use Agreement and BGCSL shall pay the established fees adopted in the City's Fee Schedule using the City's procedures and protocols.

Section 17. Access and Keys.

17.1 City shall retain keys, codes, and grant access to the Pool Facility.

17.2 City shall provide BGCSL with a set of keys and/or codes to gain access to the swimming pool when City staff are not on site.

17.3 Under no circumstances, except for emergencies, shall BGCSL be allowed to enter the pool with staff or patrons, either on the deck or in the water, using these keys and/or codes. Access to the swimming pool via these keys and/or codes shall be for emergency circumstances only. BGCSL must notify City at the earliest opportunity if the keys and/or codes are used to gain access to the swimming pool in an emergency circumstance.

17.4 BGCSL shall be permitted access to bathroom facilities for scheduled events and large gatherings outside of or overlapping with the City's operating hours, provided the events are included in a calendar submitted to the City at least one hundred and twenty (120) days in advance. Once approved, no separate written request shall be required for each event. In the event that BGCSL seeks access that would require the City to cancel, reschedule, or otherwise disrupt existing aquatic programs, classes, or facility rentals, BGCSL shall be responsible for reimbursing the City for any associated costs, including but not limited to lost program revenue, staff rescheduling, and administrative coordination.

At the completion of each use, janitorial and custodial services shall be performed by BGCSL staff or their contractors to the satisfaction of the City.

Section 18. Applicable Laws. BGCSL and any subcontractors shall comply with all laws applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, California Health and Safety Code, and any copyright, patent, or trademark law.

Section 19. Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

Section 20. Assignment and Subcontracting. BGCSL may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. BGCSL shall not subcontract any portion of the performance contemplated without prior written approval of the Contract Administrator.

Section 21. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and BGCSL, including but not limited to the provisions of Section 8, shall survive the termination of this Agreement.

Section 22. Evaluation and Collaboration.

22.1 City and BGCSL shall meet annually to discuss tentative schedules for the Pool Facility.

22.2 There shall be periodic meetings between City and BGCSL to discuss and evaluate the Agreement as it affects activities offered by BGCSL and City. Site staff /program staff of the BGCSL and the City should have regular discussions about day-to-day operations of the pool, shared use of the parking lot and other routine operational matters.

22.3 City and BGCSL shall hold periodic meetings to discuss providing swimming opportunities to underprivileged youth, including reduced fees or increased access.

22.4 City and BGCSL agree to hold joint meetings to review safety and security measures including holding drills, establishing protocols, communication, and other areas of mutual concern and interest.

Section 23. Books and Records. BGCSL shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the BGCSL to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

Section 24. Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

Section 25. Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

Section 26. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 27. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

Section 28. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

Section 27. Contract Administration. This Agreement shall be administered by The City's Recreation and Parks Director and the BGCSL's Chief Operating Officer ("Contract Administrators"). All correspondence shall be directed to or through the Contract Administrators or his or her designee.

Section 29. Notices. Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, (ii) delivery by reputable overnight delivery service (e.g. Federal Express) which provides a receipt showing date and time of delivery, (iii) certified United States mail, postage prepaid, return receipt requested, or (iv) by email transmission. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery, or return receipt, as applicable. Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00 p.m. on a regular business day, or else on the next business day.

Any written notice to BGCSL shall be sent to:

[EMAIL ADDRESS MUST BE INCLUDED] _____

Any written notice to the City pertaining to Sections 7 and/or 8 of this Agreement shall be sent to:

City of San Leandro

City Manager's Office

835 East 14th Street

San Leandro, CA 94577

Email:

With a copy to:

City of San Leandro

Recreation and Parks Department

835 East 14th Street

San Leandro, CA 94577

Section 30. Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibits A-D represents the entire and integrated agreement between City and BGCSL and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Map of Leased Area
Exhibit B	City of San Leandro Aquatics Programs
Exhibit C	Schedule of Payments
Exhibit D	Facility Maintenance Schedule

Section 31. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

Section 32. Conflicts or Inconsistencies. In interpreting this Agreement and resolving conflicts, errors, or discrepancies, the order of precedence shall be:

1. This Agreement

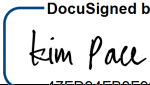
2. The ordinances, resolutions, and policies of the City

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

BOYS AND GIRLS CLUB OF SAN LEANDRO

Janelle T. Cameron, City Manager

DocuSigned by:

47FD94FDB3F934E1...

Kim Pace, Chief Executive Director

Attest:

Kelly B. Clancy City Clerk

Approved as to Fiscal Authority:

Nicole Gonzales, Finance Director

Account Number
010-61-031-5620

Approved as to Form:

Richard D. Pio Roda, City Attorney

Vicente Zuniga, Recreation and Parks Director

EXHIBIT A - MAP OF LEASED AREA

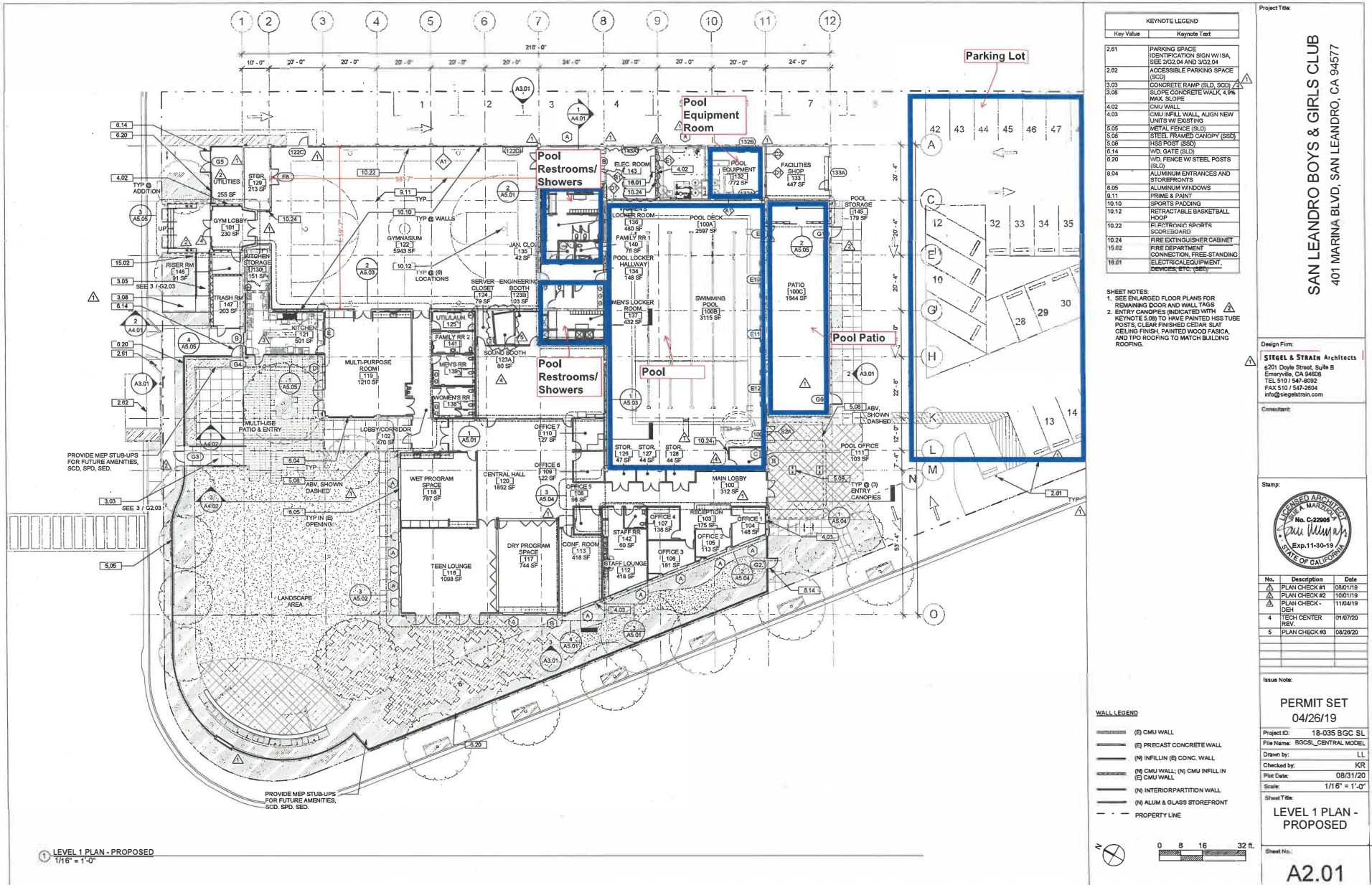


EXHIBIT B - CITY OF SAN LEANDRO AQUATICS PROGRAMS

- **Swim Lessons**
 - Aquababes (Ages: 6 months - 3 years): This class focuses on water introduction and parent/child bonding. Parents accompany their children into the pool.
 - Individual Lessons (Ages: 3 years and up): These personalized swim lessons are designed to identify and focus on specific skills needing improvement.
 - Tiny Tots (Ages: 3 - 5 years): This class teaches basic water skills, including breath holding, floating, and jumping in, tailored to each child's interests and abilities.
 - Beginner Swim (Ages: 6 - 14 years): Aimed at developing swimmers' confidence and creating a solid swimming foundation. This class is suitable for children with little or no swimming experience.
 - Intermediate Swim (Ages: 6 - 14 years): This class emphasizes the fundamentals of freestyle and backstroke, and introduces breaststroke, treading, and jumping into deep water.
 - Advanced Swim (Ages: 6 - 14 years): This progressive program is for swimmers at the next level or with equivalent skills. It focuses on refining front crawl, back crawl, elementary backstroke, breaststroke, sidestroke, and butterfly. It includes alternate breathing, swimming underwater, deep-water bobbing, wall turns, diving safety, and alternative kicks for treading water.
- Competitive Swim Practice (Ages: 6 - 14 years): An introduction to competitive swimming that emphasizes starts, turns, endurance, and stroke correction.
- Adult Swim Lessons (Ages: 15 and up): Swim instruction available for all levels.
- Lap Swim (All Ages): Swimmers are assigned lanes to swim continuously the length of the pool.
- Family Recreational Swim (All Ages): Various options for children and adults to enjoy leisure swimming and splashing around in the pool.
- Adult Recreational Swim (Ages: 18 and up): The pool is available for individual use, including exercise, water walking, or light swimming.
- **Aquatic Fitness**
 - Aqua Aerobics (Ages: 16 and up): This class focuses on increasing physical activity for a healthy lifestyle through strength, flexibility, and aerobic fitness. No swimming skills are necessary.
 - AquaFit (Ages: 16 and up): A low-impact cardio exercise class conducted in the pool, suitable for both new and experienced participants, not requiring swimming experience.
 - Aqua Exercise (Ages: 18 and up): This class emphasizes conditioning for the upper

and lower body while protecting and strengthening the lower back. Swimming skills are not necessary.

- Masters Swimming (Ages: 18 and up): Competitive swimming for adults, focused on coached workouts, participation in swim meets, and improved stroke technique.
- Pool Rentals
- Pool facilities can be rented for private use, including social events and training, with lifeguard services included.
- Lifeguard and Swim Instructor Training: Classes designed to train and certify individuals to become lifeguards or swim instructors.
- Youth Competitive Recreational Swim Team: This program focuses on fitness and teamwork, offering a developmental swim program run by trained coaches to improve swimmers' competitive skills and endurance through progression rather than intense competition.

EXHIBIT C - CITY OF SAN LEANDRO MONTHLY POOL RENTAL SCHEDULE

Fiscal Year	July	August	September	October	November	December	January	February	March	April	May	June	Annual Payment
2026					21,992	21,992	21,992	21,992	21,992	21,992	21,992	21,992	175,936
2027	21,992	21,992	21,992	21,992	22,212	22,212	22,212	22,212	22,212	22,212	22,212	22,212	265,663
2028	22,212	22,212	22,212	22,212	22,434	22,434	22,434	22,434	22,434	22,434	22,434	22,434	268,320
2029	22,434	22,434	22,434	22,434	22,658	22,658	22,658	22,658	22,658	22,658	22,658	22,658	271,003
2030	22,658	22,658	22,658	22,658	22,885	22,885	22,885	22,885	22,885	22,885	22,885	22,885	273,713
2031	22,885	22,885	22,885	22,885	23,114	23,114	23,114	23,114	23,114	23,114	23,114	23,114	276,450
2032	23,114	23,114	23,114	23,114	23,345	23,345	23,345	23,345	23,345	23,345	23,345	23,345	279,215
2033	23,345	23,345	23,345	23,345	23,578	23,578	23,578	23,578	23,578	23,578	23,578	23,578	282,007
2034	23,578	23,578	23,578	23,578	23,814	23,814	23,814	23,814	23,814	23,814	23,814	23,814	284,827
2035	23,814	23,814	23,814	23,814	24,052	24,052	24,052	24,052	24,052	24,052	24,052	24,052	287,675
2036	24,052	24,052	24,052	24,052	24,293	24,293	24,293	24,293	24,293	24,293	24,293	24,293	290,552
2037	24,293	24,293	24,293	24,293	24,536	24,536	24,536	24,536	24,536	24,536	24,536	24,536	293,458
2038	24,536	24,536	24,536	24,536	24,781	24,781	24,781	24,781	24,781	24,781	24,781	24,781	296,392
2039	24,781	24,781	24,781	24,781	25,029	25,029	25,029	25,029	25,029	25,029	25,029	25,029	299,356
2040	25,029	25,029	25,029	25,029	25,279	25,279	25,279	25,279	25,279	25,279	25,279	25,279	302,350
2041	25,279	25,279	25,279	25,279	25,532	25,532	25,532	25,532	25,532	25,532	25,532	25,532	305,373
2042	25,532	25,532	25,532	25,532	25,787	25,787	25,787	25,787	25,787	25,787	25,787	25,787	308,427
2043	25,787	25,787	25,787	25,787	26,045	26,045	26,045	26,045	26,045	26,045	26,045	26,045	311,511
2044	26,045	26,045	26,045	26,045	26,306	26,306	26,306	26,306	26,306	26,306	26,306	26,306	314,626
2045	26,306	26,306	26,306	26,306									105,223

Total Lease Payment Includes Utilities and Common Area Maintenance	5,492,078
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LANDSCAPING													
Serpico Landscaping													
Turf Maintenance	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mow	Weekly	X	X	X	X	X	X	X	X	X	X	X	X
Edge			X	X	X	X	X	X	X	X	X		
Pre-Emergent Weed Control			X	X									
Post-Emergent Weed Control										X			
Disease Control	As Needed												
Insect Control	As Needed												
Fertilizater	As Needed												
Aeration				X			X			X			X
Shrub and Bed Maintenance	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Trim	Weekly		X	X	X	X	X	X	X	X	X	X	X
Weed	Weekly		X	X	X	X	X	X	X	X	X	X	X
Fertilization	As Needed				X						X		
Pre-Emergent Weed Control			X	X									
Post-Emergent Weed Control										X			
Disease Control	As Needed												
Insect Control - Snail Bait	As Needed												
Winterized Pruning (hard)		X	X										X
Irrigation	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Spring System Check				X	X								
Monthly System Run Through	Monthly	X	X	X	X	X	X	X	X	X	X	X	X
Controller Program Check	Monthly	X	X	X	X	X	X	X	X	X	X	X	X
Battery Check in Controllers			X										
Report Repairs Needed	Monthly	X	X	X	X	X	X	X	X	X	X	X	X
Cover Above Ground Backflows												X	
Backflow Testing	As Needed												
Tree Maintenance >15 feet	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Safety Pruning	As Needed												
Tree Wells	Monthly	X	X	X	X	X	X	X	X	X	X	X	X
Stake Adjustment		X										X	X
Leaf Removal	As Needed												
Pest Control building perimeter	As Needed												
Trash Parking Lot/Building Perim.	As Needed												
HVAC Marina Maintenance													
Evaporative Cooler/Make-Up Air	Frequency	Weekly	Monthly	Season									
Check fan belt tension	Quarterly			Fall									
Check panels and curbs on equipment	Quarterly			Fall									
Confirm electrial connections are secure and wire is in good condition	Quarterly			Fall									
Check control box for dirt and debris	Seasonal			Spring/ Fall									
Check fans blades and wheels	Seasonal			Fall									
Check motor amperages	Seasonal			Fall									
Assess field-serviceable bearings	Seasonal			Fall									
Confirm electrial connections are secure and wire is in good condition	Seasonal			Fall									
Clean water distribution system; hoses, nozzels, weep holes and pumps	Seasonal			Spring									
Check media pads	Seasonal			Spring									
Drain the basin and clean/flush all loose debris	Seasonal			Spring									
Exhaust Fan	Frequency	Weekly	Monthly	Season									
Check fan belt tension	Quarterly												
Check panels and curbs on equipment	Quarterly												
Check control box for dirt and debris	Seasonal			Spring/ Fall									
Check contactors for pitting or damage	Seasonal			Spring/ Fall									
Check fans blades and wheels	Seasonal			Spring/ Fall									

Check motor amperages	Seasonal			Spring/ Fall	
Assess field-serviceable bearings and lubricate if necessary	Seasonal			Fall	
Visually inspect exposed duckwork and external piping for insulation and vapor barrier integrity				Fall	
Confirm electrial connections are secure and wire is in good condition				Fall	
VRF Tasking	Frequency	Weekly	Monthly	Season	
Check for particulate accumulation on filters.	Quarterly				
Check P-trap and prime as needed	Quarterly				
Check and clean drain pan	Quarterly				
Check fan belt tension	Quarterly				
Check panels and curbs on equipment	Quarterly				
Check for buildup on condenser and evaporation coils	Seasonal			Spring/Fall	
Check motor amperages	Seasonal			Spring/Fall	
Check economizer damper operation	Seasonal			Spring/Fall	
Check control box for dirt	Seasonal			Spring/Fall	
Check contractors for pitting	Seasonal			Spring/Fall	
Check blades/wheels	Seasonal			Spring	
Check refrigerant system temperatures and pressure	Seasonal			Spring	
Check condenser and evaporator coils	Seasonal			Spring	
Assess field-serviceable bearings and lubricate	Seasonal			Fall	
Storm drains	Quarterly				
Gutters and downspouts	Quarterly				
Fire System	Quarterly				