

## **AGREEMENT FOR TENNIS OPERATIONS AND MAINTENANCE SERVICES**

THIS AGREEMENT FOR TENNIS OPERATIONS AND MAINTENANCE SERVICES (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Lifetime Tennis, Inc., a California corporation, ("Lifetime"), DBA Lifetime Activities, whose address is 1901 South Bascom Avenue, #1225, Campbell, CA 95008, and telephone number is (925) 931-3449, and the City of Pleasanton, a municipal corporation ("City").

WHEREAS, the City issued a Request for Qualifications for Tennis Operations and Maintenance with a response date of October 9, 2023, as the City is seeking an operator to provide tennis, pickleball, and bocce operations and maintenance; and

WHEREAS, after City staff reviewed qualifications and interviewed interested vendors, Lifetime was recommended as having the best experience, capabilities, and competitive cost structure, and this Agreement for tennis and pickleball was adopted by the City Council at its meeting of \_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Services to be Provided. The following services shall be provided by Lifetime:

Exhibit A – Tennis, outdoor pickleball, chess, table tennis, sand volleyball, indoor fitness, outdoor basketball and other city-approved activities and services at the Pleasanton Tennis and Community Park.

Exhibit B – Drop-in tennis play at Amador Valley High School

If Lifetime intends to utilize contractors for a term longer than one (1) year to provide any of the services described in Exhibits A and B, Lifetime shall submit such contracts to City for approval.

A. Conversion of Tennis Court No. 10 to Pickleball Courts. Lifetime shall reimburse the City for the cost to convert tennis court #10 at the Pleasanton Tennis and Community Park into four (4) regulation pickleball courts.

- 1) In the event that such conversion cost exceeds One Hundred Thousand Dollars (\$100,000.), City shall reduce Lifetime’s Use Payment in Section 4, below, due to City by the full amount over \$100,000 that Lifetime has so reimbursed the City for such conversion cost. For example, if the full conversion cost is \$107,500 and a reimbursement payment of \$107,500 is made by Lifetime to the City on July 15, 2024, then the use payment due from

Lifetime to the City in September 2024 shall be reduced to \$30,000 [\$150,000 2024 annual use payment divided into four quarterly payments of \$37,500, less the \$7,500 amount over the \$100,000 conversion cost reimbursement maximum].

2) City estimates that this conversion will be a capital improvement project undertaken by the City to be completed by December 31, 2024.

i. However, if pickleball courts have not been built and put into operation at the Park by December 31, 2024, the City and Lifetime agree to renegotiate the amount of compensation for 2025; which amount may be administratively approved by the City Manager.

B. Customer Service Response Time. Lifetime shall provide customer service during operating hours of the Pleasanton Tennis and Community Park, which customer service may include, but is not limited to, responding to in-person, telephone, and on-line inquiries within two (2) business days.

C. Responsible for Employees. Lifetime shall recruit, hire, train, discharge, evaluate, supervise and pay Lifetime's employees.

1) Lifetime shall be responsible on an on-going basis for ensuring that all of Lifetime's employees, contractors' employees, independent contractors and volunteers that have a position of supervisory or disciplinary authority over a child under the age of eighteen (18) [whether such child is utilizing a service or is an employee] have been background checked and meet the requirements of California Public Resources Code §5164(a)(1) and California Penal Code §11105.3. Lifetime shall provide verification of the same to the City upon City's request.

D. Outreach and Marketing. Lifetime shall market the services being provided pursuant to this Agreement. This may include promotional events, advertising, and other forms of public outreach to increase awareness and utilization of services. Lifetime shall provide to the City one splash page for each of the City's Activities Guide by the deadlines and cycle set by the Library and Recreation Department. This page shall be used to direct residents to Lifetime's website and registration platform for all services provided. City staff shall reserve three Activities Guide covers to highlight the Tennis and Community Park over the term of the Agreement.

E. Safety and Security.

1) Lifetime shall post appropriate caution signs at Pleasanton Tennis and Community Park or Amador Valley High School to alert personnel and the public of any unsafe conditions when Lifetime becomes aware of such unsafe conditions.

i. Lifetime shall immediately protect any unsafe condition, correct any unsafe practices, and promptly notify the City per Section 5.B.1.i., below.

2) No later than 24 hours after the occurrence of an injury or damage to persons or property at Pleasanton Tennis and Community Park or Amador Valley High School, Lifetime shall submit to the City per Section 5.B.1.i., below, a City incident/accident report and cooperate with any City investigation.

F. Data and Cash Collection. Lifetime shall: (1) collect data regarding service usage; provide such data to the City for City analysis; and (2) have cash handling and monetary transaction procedures that comply with all laws and regulations; and make financial information available for audit by the City upon reasonable request.

2. Term. Lifetime shall begin providing services on January 1, 2024. The term of this Agreement is for ten (10) years, with an option to renew.

A. In anticipation of the end of the term of this Agreement, City anticipates that it will begin a Request for Qualifications (RFQ) process for a service provider on or about June 1, 2033, and aims to complete the selection process in a timeframe that allows a minimum of three months for transition between Lifetime and the new provider.

3. Use Payment. Lifetime shall pay the City the following annual amount for use of the Pleasanton Tennis and Community Park and Amador Valley High School to provide the services described in Exhibits A and B:

YEAR 1	January 1, 2024 - December 31, 2024 = \$150,000
YEAR 2	January 1, 2025 - December 31, 2025 = \$155,000
YEAR 3	January 1, 2026 - December 31, 2026 = \$160,000
YEAR 4	January 1, 2027 - December 31, 2027 = \$165,000
YEAR 5	January 1, 2028 - December 31, 2028 = \$170,000
YEAR 6	January 1, 2029 - December 31, 2029 = \$175,000
YEAR 7	January 1, 2030 - December 31, 2030 = \$180,000
YEAR 8	January 1, 2031 - December 31, 2031 = \$185,000
YEAR 9	January 1, 2032 - December 31, 2032 = \$190,000
YEAR 10	January 1, 2033 - December 31, 2033 = \$195,000

Lifetime shall pay 25% of the annual amount to the City by the 15<sup>th</sup> day of March, June, September, and December of each year.

4. Prices and Fees Charged by Lifetime.

A. City may review and approve the fees charged by Lifetime for the services described in Exhibits A and B.

1) Lifetime's proposed fees should be consistent with fees and charges for similar services and products offered in the Tri-Valley region at other public facilities. When Lifetime proposes fee increases, such increases should only increase by

the change in the consumer price index (CPI) for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve-month period ending in December each year as published by the Bureau of Labor Statistics, U.S. Department of Labor; absent Lifetime providing specific data to support higher increases.

- 2) Fee increases above the CPI will be reviewed by City staff and the Parks and Recreation Commission.

B. Prices for all items for sale by Lifetime to the public at Pleasanton Tennis and Community Park or Amador Valley High School shall be available as a complete list or schedule, which shall be provided to City upon request. Prices must be fair and reasonable based on: comparable to prices charged for similar goods and services in the general area; and reasonable margin of profit.

C. Prices and fees collected by Lifetime are the property of Lifetime.

5. Facilities Provided by City.

A. The following facilities are provided by the City for use by the Lifetime to provide the services described in this Agreement:

- 1) Pleasanton Tennis and Community Park at 5801 Valley Avenue, Pleasanton, CA
  - i. The Tennis and Community Park consists of 12 lighted tennis courts, tennis pro shop, multi-purpose activity room, and adjacent bathrooms.
- 2) Amador Valley High School, 1155 Santa Rita Road, Pleasanton, CA
  - i. Amador Valley High School consists of eight tennis courts.
  - ii. AVHS tennis courts are open to the public pursuant to City agreement with the Pleasanton Unified School District. City shall coordinate with Pleasanton Unified School District staff for access to AVHS tennis courts and bathrooms by Lifetime for such work.

B. Facilities are provided by City to Lifetime subject to the following conditions and limitations:

- 1) Condition of Facilities. City and Lifetime shall do a walk-through of all facilities prior to the commencement of the term of this Agreement. City makes no representations or warranties concerning the condition of the facilities.
  - i. Notification. Lifetime shall promptly notify City by email at [recreation@cityofpleasantonca.gov](mailto:recreation@cityofpleasantonca.gov) and by phone at 925.931.5340 upon discovery of any potential workmanship or material defect in any structure or improvement at the facilities, or upon discovery of any unauthorized or illegal use or activity at the facilities; or upon the need for court light bulb replacement at the Pleasanton Tennis and Community Park.

- 2) Maintenance of Buildings and Court Light Bulbs. City shall be responsible for ongoing maintenance of building facilities, including painting and general upkeep. City is responsible for the maintenance and replacement of court light bulbs at the Pleasanton Tennis and Community Park.
- 3) Reservation of Facilities. City has the right to use the large room (aka “clubroom”) in the Pleasanton Tennis and Community Park for City activities and meetings. City shall give Lifetime at least two (2) business days advance notice of such usage for public purposes.
- 4) Right of Possession. Lifetime acknowledges that City retains the rights to enter and inspect the facilities, and that the City has rights as the owner of the Pleasanton Tennis and Community Park.
- 5) Public Parking Lots. Lifetime acknowledges that the parking lots at all of the facilities are open to the public and are not exclusive for persons using the facilities for services provided by Lifetime.
- 6) Utilities. City shall be responsible for arranging for utility service for the Facilities, including but not limited to water, gas, electricity, and sewer. Lifetime shall be responsible for any utility costs not related to this Agreement, such as personal telephone calls.
- 7) Restrooms. City shall be responsible for janitorial services of outdoor park restrooms on the standard City park restroom maintenance schedule. Janitorial services include cleaning supplies and all paper products.
- 8) Prox Card Access. City shall be responsible for prox cards and prox card readers. Lifetime shall immediately notify the City if a prox card is lost or stolen, not returned by a person no longer employed by Lifetime, or not functioning.
- 9) Damage and Vandalism. City shall be responsible for repairing vandalism and damage that occurs to the buildings and improvements after hours at the Pleasanton Tennis and Community Park.

6. Improvements to Pleasanton Tennis and Community Park. Lifetime may propose capital improvements for the Pleasanton Tennis and Community Park. City and Lifetime may agree to the scope of such capital improvements, cost allocation and potential rent abatement scenarios. City retains discretion regarding whether to proceed with any capital improvements.

7. Indemnification. Lifetime shall hold harmless, defend, and indemnify the City, its officers, and employees, against any and all claims, costs, demands, causes of action, lawsuits, losses, expenses or liability, including attorneys’ fees, arising from or the alleged acts or omissions of Lifetime, its subcontractors, or agents, or anything arising from this Agreement.

8. Insurance. During the term of this Agreement, Lifetime shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers licensed to provide insurance

in the State of California. Lifetime shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Lifetime's policies:

- A. General Liability and Bodily Injury Insurance. A commercial general liability insurance for at least \$1,000,000 each occurrence and \$5,000,000 aggregate and provide that the City, its officers, employees and agents are named additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider thereof that this insurance will operate as primary insurance for work performed by Lifetime and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss covered thereunder.
- B. Automobile Liability Insurance. Automobile liability insurance in an amount not less than \$2,000,000 per person/per occurrence.
- C. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Lifetime's employees, all in strict compliance with State laws, and to protect the City from any and all claims thereunder, including waiver of subrogation.
- D. Sexual Abuse/Molestation. Insurance for all activities/services/work involving minors, including but not limited to recreation or athletic activities. Said insurance shall cover damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, training or investigation, reporting to proper authorities, and retention of any person for whom Lifetime is responsible, including, but not limited to Lifetime and Lifetime's employees and volunteers. Coverage shall be written on an occurrence basis in an amount not less than \$3 million per occurrence. Any annual aggregate limit shall not be less than \$4 million. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability policy with City named as an Additional Insured. These limits shall be exclusive to this required coverage. Incidents relating to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents and injuries occur, shall be treated as a separate occurrence. Coverage shall include the cost of defense and defense shall be provided outside the coverage limit. Lifetime also agrees to and warrants that its assigned employees and volunteers shall undergo mandatory Sexual Abuse / Molestation / Mandatory Reporter training.
- E. Certificate of Insurance. Lifetime shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation;

and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

9. Independent Contractor. Lifetime is an independent contractor retained by the City to perform the work described herein. All personnel employed by Lifetime, including contractors, and personnel of said contractors, are not and shall not be employees of the City.

10. Breach and Termination. If either party is in breach of any term of this Agreement, that non-breaching party shall provide the breaching party with written notice simultaneously by email and by U. S. mail, detailing the nature of the breach. The breaching party shall have ten (10) business days to cure such breach, or shall contact the non-breaching party if additional time is needed, and non-breaching may grant additional time, in non-breaching party's discretion, for breaching party to cure any breach.

If breaching party fails to timely cure the breach within the time period granted, non-breaching party may terminate this Agreement by providing written notice simultaneously by email and by U. S. mail.

11. Notice. All notices to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

To Lifetime: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To City: City Manager  
City of Pleasanton  
P.O. Box 520  
Pleasanton, CA 94566

Email:

12. Transition. Three months prior to the end of the term of this Agreement, or immediately following termination as provided in Section 8, above, Lifetime shall: deliver to City copies of all current contracts, permits, licenses, lists of employees and their applicable background clearances per Section 1.C.1., above, databases of participant information, and reservations. At the end of the term or upon termination, Lifetime shall transfer to City possession of Pleasanton Tennis and Community Park, keys, access cards, alarm codes, and vacate the Pleasanton Tennis and Community Park.

13. Hazardous Materials. Lifetime agrees that neither Lifetime nor any of its contractors shall cause or permit any hazardous material to be brought upon, kept, used, stored, generated, or disposed of in, on, under, or about Pleasanton Tennis and Community Park or Amador Valley

High School. Hazardous material includes any material or substance defined as a hazardous substance, waste, pollutant or contaminant pursuant to 42 U.S.C. Sections 9601 et seq. or Sections 25140 and 25281 of the California Health & Safety Code.

14. Miscellaneous Provisions.

A. Lifetime and its contractors shall not unlawfully discriminate against any employee, applicant for employment, or customer, because of race, color, ancestry, religion, sex, gender identity, national origin, marital status, age, physical disability, mental disability, medical condition or sexual orientation.

B. Lifetime shall certify that it complies with The Drug Free Workplace Act of Cal. Government Code §§8350 et. seq., and provide proof thereof when requested by the City.

C. Lifetime shall maintain a City of Pleasanton business license for the duration of this Agreement, and all other required licenses and certifications for the services provided under this Agreement.

D. Lifetime shall not assign or transfer this Agreement without approval of the Director.

E. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

F. Lifetime covenants that other than this Agreement and the agreement for bocce services, Lifetime has no financial interest with any official, employee or other representative of the City. Lifetime and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner by the performance of Lifetime's services under this Agreement. If such an interest arises, Lifetime will immediately notify the City.

G. California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

H. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

I. This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.



**CITY OF PLEASANTON**

**LIFETIME TENNIS, Inc.**

\_\_\_\_\_  
Gerry Beaudin, City Manager

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

\_\_\_\_\_  
Print name

ATTEST:

Title: \_\_\_\_\_

\_\_\_\_\_  
Jocelyn Kwong, City Clerk

*[As Lifetime is a corporation, two signatures  
needed per Cal. Corporations Code §313]*

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Daniel G. Sodergren, City Attorney

\_\_\_\_\_  
Print name

Title: \_\_\_\_\_

Rev. 11/23

**Exhibit A**

**TENNIS, OUTDOOR PICKLEBALL, CHESS, TABLE TENNIS, SAND VOLLEYBALL,  
INDOOR FITNESS, OUTDOOR BASKETBALL AND OTHER CITY-APPROVED  
ACTIVITIES AND SERVICES AT  
THE PLEASANTON TENNIS AND COMMUNITY PARK.**

- A. Hours of Operation. At the Pleasanton Tennis and Community Park, Lifetime shall provide services during the following hours:
- a. Hours of Operation:
    - Monday-Friday, 8:00am-10:00pm
    - Saturday, 8:00am-10:00pm
    - Sunday, 8:00am-8:00pm
  - b. The facilities will be closed Thanksgiving Day, Christmas Day and New Year's Day. The facility will be open special holiday hours on Easter, July 4<sup>th</sup>, Christmas Eve, and New Year's Eve. Lifetime shall make no changes to the days and hours of operation of the facilities without prior written approval from City staff. Temporary suspension of play shall be determined by Lifetime in conjunction with City staff.
- B. Tennis services provided by Lifetime:
- a. Court reservations and associated online registration
  - b. Organization and management of tennis leagues
  - c. Manage tennis drop-in play
  - d. Tennis instructors for group and one-on-one lessons
    - i. Tennis balls and ball machines for instruction
  - e. Pro Shop that sells tennis racquets, tennis balls, and strings racquets
  - f. Maintenance of tennis courts, including, but not limited to:
    - i. Daily cleaning / sweeping of tennis courts to remove debris, plant material and any garbage
    - ii. Washing of courts
    - iii. Supply and replace tennis nets
    - iv. Supply and replace windscreens.
- C. Outdoor pickleball services provided by Lifetime:
- a. Court reservations and associated online registration
  - b. Organization and management of pickleball leagues
  - c. Manage pickleball drop-in play
  - d. Pickleball instructors for group and one-on-one lessons
  - e. Pro Shop that sells pickleball racquets, pickleball balls, and strings racquets
  - f. Maintenance of pickleball courts, including, but not limited to:
    - i. Daily cleaning / sweeping of courts to remove debris, plant material and any garbage
    - ii. Washing of courts

- iii. Maintenance and replacement of tennis nets
- iv. Maintenance and replacement of windscreens
- v. Maintenance and replacement of court shade
- vi. Maintenance and replacement of court bench structures.

D. Chess, Table Tennis, Sand Volleyball, Indoor Fitness, Outdoor Baskets (and other city-approved activities) services provided by Lifetime:

- a. Class and camp reservations and associated online registration
- b. Administrative staff and program instructors
- c. All necessary equipment for program delivery
- d. Hours of operation when chess services will be provided to the public:

1. Maintenance Services Provided by Lifetime at Pleasanton Tennis and Community Park.

- a. Lifetime shall maintain the facilities, including daily cleaning of tennis and pickleball courts, multi-purpose activity room, indoor restrooms and administration building, including supplies and paper products; and supply of nets and windscreens.
- b. Lifetime will clean and maintain outside restrooms three times per week to supplement City janitorial services. of the Janitorial service includes cleaning supplies. Outdoor park restrooms must remain open to members public.

2. Technology Provided by Lifetime at Pleasanton Tennis and Community Park.

- a. Lifetime shall procure and maintain telephones, wiring, computers, software, data circuits, voice circuits, Internet connections and/or circuits and all equipment necessary and appropriate to operate and support the telephone communications to and within the facilities, the automated court reservations, and a website which provides public online access to court reservations.
- b. Technology systems shall satisfy City and other government requirements for security and internal controls, including but not limited to, security of credit card and other customer data.
- c. Lifetime shall create and maintain a tennis program website subject to City approval and ultimately linked to the City's website.

3. Supplies, Furnishings and Equipment

- a. Lifetime shall procure and maintain all necessary and appropriate supplies, furnishings and equipment of good quality and in sufficient number to fulfill the requirements of this Agreement and operate the facilities, including but not limited to:
  - i. Supplies such as tennis balls, league or tournament awards, teaching aides, cones, marketing trinkets, office supplies and other similar items; and
  - ii. Rental tennis rackets, ball equipment (including ball retrievers), benches, uniforms, office equipment, and telephone systems.

## Exhibit B

### **DROP-IN TENNIS PLAY AT AMADOR VALLEY HIGH SCHOOL**

- A. Hours of Operation. At the Amador Valley High School (AVHS) Tennis Courts, Lifetime shall provide services during the following hours:
- a. Hours of Operation:
    - Saturday and Sunday, 9:00am-5:00pm
    - Summer Season: Saturday and Sunday, 8:00am-7:00pm
    - Potential extended Summer Season: Monday-Friday, 6:00-8:00 pm
  - b. The facilities will be closed Thanksgiving Day, Christmas Day and New Year's Day. The facility will be open special holiday hours on Easter, July 4<sup>th</sup>, Christmas Eve, and New Year's Eve. Lifetime shall make no changes to the days and hours of operation of the facilities without prior written approval from City staff. Temporary suspension of play shall be determined by Lifetime in conjunction with City staff.
- B. Tennis services provided by Lifetime:
- a. Manage tennis drop-in play and city-approved tennis programs (leagues, lessons, etc.).
  - b. Unlock tennis courts and restrooms before each use.
  - c. Remove debris from tennis courts before and after each use.
  - d. Secure and lock-up tennis courts and restrooms after each use.
  - e. Lifetime and City will review and renegotiate staff attendant requirements at Amador should the School District impose an hourly fee structure for tennis court use in the future.
- C. City shall coordinate with Pleasanton Unified School District (PUSD) staff for access to AVHS tennis courts and bathrooms.
- D. Lifetime shall immediately notify the City of any significant damage that occurs during Lifetime service hours, including theft or vandalism.
- E. City shall be responsible to notify PUSD staff of any said damage by the next business day.
- F. Significant costs for any repair costs or proposed improvements shall be negotiated between the City and PUSD staff and are not the responsibility of Lifetime.
- G. Lifetime shall make no improvements, additions, alterations or changes to the AVHS tennis courts.