

AGREEMENT FOR THE LEASE AND OPERATION
OF THE ANDULKA PARK TENNIS CENTER

ITENNIS, INC.

THIS AGREEMENT FOR THE LEASE AND OPERATION OF THE ANDULKA PARK TENNIS CENTER (“Agreement”) is made and entered into this _____ day of _____, 2025, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as “City”, and ITENNIS, INC., a California corporation, hereinafter referred to as “Operator”, with reference to the following facts:

A. In 2009, City and Operator entered into an agreement and lease for the operation of the then-new Tennis Center at Andulka Park, located at 5201 Chicago Avenue, in Riverside, California, which term was extended by two (2) amendments, to December 31, 2024.

B. City desires to provide for the successful lease, operation, management, maintenance, and marketing of the Tennis Center.

C. Operator has the experience and ability, and is willing to operate, maintain, manage, and market the Tennis Center for City.

D. City and Operator wish to enter into an Agreement providing for the operation, management, maintenance, and marketing of the Tennis Center.

NOW, THEREFORE, City and Operator mutually agree as follows:

Section 1. Retention of Operator. Effective immediately upon execution of this Agreement (“Commencement Date”), City engages Operator as the exclusive operator, maintenance provider, manager, and marketer of the Tennis Center, to operate and manage the Tennis Center as a recreational and competition tennis facility in compliance with all applicable federal, state and local laws subject to the terms and conditions and for the consideration hereinafter set forth. Operator accepts such engagement.

Section 2. Tennis Center. The Tennis Center is located at 5051 Chicago Avenue, in Riverside, California, and is depicted on the attached Exhibit “A”, incorporated herein by this reference. The Tennis Center includes ten (10) tennis courts, and associated buildings and facilities. The Parties now agree to accommodate pickleball, as further set forth herein.

Section 3. Term. The term of this Agreement will extend from execution in early 2025 for a five (5) year period, with three (3) optional five (5) year renewals, not to exceed a total of twenty (20) years. Operator shall give City written notice of its exercise of the option ninety (90) days prior to termination of the agreement. Any extension shall be in writing and signed by the Operator and the City, by its City Manager.

Section 4. Maintenance. As further provided herein, Operator at its sole cost and expense shall keep the Tennis Center well-maintained, with a high standard of cleanliness, and

preserve the Tennis Center in the same condition as on the Commencement Date, normal wear and tear expected. Operator shall perform all repairs necessary to keep Tennis Center, all improvements, fixtures, furniture, furnishings, and equipment situated therein or used in connection therewith, in such condition. All maintenance constituting a “public project” within the meaning of the California Labor Code shall be subject to the payment of prevailing wage.

Section 5. Personnel. During regular business hours at all times, the Operator must have at least one (1) full time staff member on site. Operator shall maintain adequate and proper instructors for its concession operations and must closely supervise all employees to ensure a high standard of service. All employees and instructors working at the Tennis Center must be live scan fingerprinted and cleared through Department of Justice background check prior to commencing employment. The Operator at its own cost and expense shall obtain criminal background information pursuant to the procedures set forth by the City’s Human Resources Policy I-14. (Exhibit C). All tennis instructors must be Certified United States Professional Tennis Teacher, with a minimum of two (2) year teaching experience and a current member of the United States Tennis Association (USTA). The Operator shall be responsible for all reports and obligations with respect to such personnel, including but not limited to social security taxes, income tax withholding, unemployment insurance, and workers compensation insurance.

Section 6. Inspections. City shall provide the Tennis Center to Operator in its current condition. City, through its duly authorized representatives, may enter upon the Tennis Center property at all reasonable times after reasonable prior notice, and subject to the schedule of events, for the purpose of inspecting any or all of said property and the improvements and facilities thereon. After each such inspection, City shall give written notice to Operator by mail or personal delivery of any necessary repairs or changes which City learns of during that inspection. Operator shall commence the necessary repairs or changes within ten (10) days following receipt of any such written notice or such longer time as may be specified herein and complete such undertaking as soon as practicable, provided, however, any items deemed an emergency shall be completed promptly by Operator upon notification. Operator shall have the benefit of any warranties available to the City with respect to the Tennis Center or any component thereof. Provided, however, Operator shall not be responsible for repair or maintenance which is necessitated by any conditions, acts or omissions of the City, or their respective employees, agents or independent contractors, existing or arising prior to the Commencement Date.

Section 7. Operations. Operator at its own cost and expense shall operate and manage the Tennis Center in a professional manner, generally including memberships, court rentals, tennis and pickleball instruction, tennis leagues and pickleball tournaments, players’ patio, pro shop, food and beverage operation and the Tennis Center’s marketing program. Operator shall provide the following minimum services:

- A) Provide overall program and facility oversight and operation.
- B) Provide services that are affordable to the community, including scholarship and fee assistance programs for low income youth.

- C) Provide a schedule of prices for all goods and/or services offered at the Tennis Center. A schedule of prices must be posted on the premises and available to the public. All prices charged for goods and/or services supplied to the public on or from the premises must be fair and reasonable, based upon the following considerations:
1. City's primary purpose for entering into this agreement is to promote the development of, and make available, recreational facilities and services for the benefit of the public.
 2. Operator will be entitled to charge prices that are reasonable and consistent with market prices charged by other competing and/or comparable businesses in the greater Riverside County area provided, however, that charges for use of the tennis courts must comply with Exhibit "B". In addition, the Operator will provide no cost tennis clinics and events to Riverside residents on a quarterly basis.
- D) Provide appropriate levels of supervision with staff which are live scan fingerprinted through the Department of Justice, adequately trained, and certified to teach and work in tennis environments.
- E) Enforce all City rules and regulations.
- F) Regulate play and conduct of players and spectators.
- G) Supervise Tennis Center, preserve order and provide for security of the Center, and prevent damage to the Center by players and others.
- H) Inspect and provide general maintenance and upkeep of the Tennis Center (which includes the buildings, grounds, and the courts).
- I) Provide private and/or group lessons and instruction in tennis and all services customarily provided by a certified tennis professional, either by Operator personally or by qualified employees or subcontractors.
- J) Schedule tournaments and other tennis and pickleball activities with the general public, special interest groups, resort visitors, private groups, tennis clubs, schools, and the City of Riverside's Parks, Recreation & Community Services Department (PRCSD).
- K) Host the Riverside Parks, Recreation and Community Services Department Foundation's (PRCSD Foundation) annual Junior Tennis Tournament for two weekends every December, or alternate dates to be determined.

- L) Operate, manage and supervise the pro shop which includes, but is not limited to, tennis racket repair, maintaining, selling and renting a stock of merchandise, supplies and equipment to meet customer demand and suitable for use at the facility.
- M) Provide for the use of the players' lounge/patio, including potential food service or catering as permitted by the County of Riverside Health Department.
- N) Operate recreational and competitive tennis and pickleball programs such as singles and doubles nights, recreation and competitive programs, gender- or age-specific tennis and pickleball activities, instructional clinics, special events, and academies. Operator will have priority use of City-owned tennis courts, after City-sponsored programs and or events. Operator must submit a Facility Rental Application (FRA) for use of the City-owned tennis courts. City will meet with Operator tri-annually to schedule City-owned tennis courts.
- O) Develop and implement outreach and marketing, through promotional events and advertising efforts. Operator must submit an annual Marketing and Business Plan to the City.
- P) Focus on service delivery to residents of Riverside and surrounding cities in Riverside County and Inland Empire.
- Q) Demonstrate administrative capabilities and experience to support the programs offered and provide data collection, tracking, ongoing evaluation and reporting.
- R) Provide a high standard of cleanliness for the Tennis Center at all times, which includes the Center's grounds, restrooms, patio, lounges, pro shop, furnishings and fixtures, offices and etc.
- S) Subject to City approval, obtain user satisfaction surveys or evaluations by Tennis Center customers, to develop information for the Parties' use in tailoring the facility and operations to increase customer satisfaction.
- T) Be available to meet with City staff at all reasonable times.
- U) Coordinate facility scheduling with PRCSD staff and schedule courts using a comprehensive tracking system acceptable to both Parties.
- V) Maintain a written schedule of operating hours and procedures for each business operation conducted at the Tennis Center as set forth in Exhibit "B". Changes to schedule require the City's prior written approval.

Section 8. Subcontractors. Operator shall not subcontract any portion of the work required by the contract without the prior written approval of the City.

Section 9. Marketing. Operator shall have the responsibility, with oversight by the City's Parks, Recreation, and Community Services Director, to program, operate, manage and market the Tennis Center so as to attract events to optimize public awareness and attendance at the Tennis Center. The Tennis Center will serve both City and County residents, and the marketing shall be directed at both. Operator shall bear all marketing and promotion expenses except for City activity guides and the City website. Operator shall provide City will all bulk email messages, fliers, and similar promotional materials, which must bear the City logo.

Section 10. Capital Improvements.

A) The Tennis Center is in complete condition. The Operator shall be financially responsible for any tenant improvements. Any improvements constituting a "public work" within the meaning of the City Charter and/or City's Purchasing Resolution shall be subject to the City's competitive bidding process and the payment of prevailing wage.

B) The City will maintain an interest-bearing Capital Improvement Fund (CIF) for the Tennis Center. The CIF shall be administered by the City as the sole trustee in order to provide for continued funding for capital improvement projects at the Tennis Center. The City shall deposit twenty percent (20%) of iTennis' quarterly rent payments into the CIF.

The distribution of the monies deposited, and any interest earned thereon shall be:

- a) Used exclusively at the Tennis Center, and
- b) Disbursed at the sole discretion of the City.

iTennis may request capital improvements at the Tennis Center for City approval.

At the expiration of the earlier termination of this contract, any unused funds in the CIF shall be retained by the City.

C) All Operator-proposed capital/tenant improvements shall be submitted to, and approved by, the City prior to Operator commencing Work. Submittal shall be in writing and/or drawing fully and clearly describing the proposed improvement. Operator shall be solely responsible for attaining all required permits for the proposed improvement.

D) Operator shall, at its own expense and not subject to reimbursement with CIF funds, complete the following improvements prior to, or within one year of, the full execution of this Agreement:

- a. Resurface courts 5 and 6 for continued tennis use;
- b. Resurface courts 1 and 2, and add dual-use pickleball lines, to allow for both tennis and pickleball use; and
- c. Convert court 3 to dedicated pickleball courts.

E) Following the useful life of the resurfacing in D, above, court resurfacing shall be considered a capital improvement eligible for CIF funds.

Section 11. Reporting. Operator shall submit quarterly reports to City for the first (July – September), second (October – December), third (January – March) and fourth (April – June) quarters of each fiscal year. Such reports shall contain information about the activities at the Tennis Center, revenues collected, expenses incurred, upcoming events and other items of special interest relating to the Tennis Center. Operator shall also submit an annual report for the preceding fiscal year by September 15, of each year during the term of this Agreement. This annual report shall report the activities of the previous fiscal year, the financial status of Operator, the status of Tennis Center improvements and the outlook for the coming year. The first such report will be due on September 15, 2025, and cover the period through June 2025. In addition, Operator shall submit such additional reports of its operations under this Agreement as may be reasonably required by City Manager of the City, as consistent with this Agreement. Such reports are intended to provide an opportunity for the City and Operator to communicate with respect to the operation of the Tennis Center. Reports to the City shall be submitted to the Parks, Recreation, and Community Services Director or his designee.

Section 12. Records. Operator shall keep and maintain records of its operations under this Agreement in accordance with generally accepted accounting principles and satisfactory to City's Auditor. Such accounting records must be kept current. Upon reasonable advance written notice such books and records of Operator shall be available for inspection by a qualified accounting person, duly authorized by officers of the City. Such inspection shall be conducted during Operator's regular business hours, at Operator's regular place of business at a place designated by Operator and reasonably convenient for the City to receive such information. Books and records shall remain confidential and not public except as necessary to protect the City's interests under this Agreement as between City and Operator, and as required by law. Operator shall make the books and records available to City auditors for a period of three (3) years following the expiration of the Agreement. Operator must prepare and maintain, at a minimum, the following printed records:

- A) Daily receipts, rentals, and reservations.
- B) A monthly report, prepared within fifteen (15) days of the end of the month, of membership fees, court fees, instructor fees, tournament fees, food and beverage sales, services and merchandise sales, class fees, and maintenance records.
- C) Quarterly reports, prepared within thirty (30) days of the end of the quarter, showing court fees, instructor fees, tournament fees, food and beverage sales, services and merchandise sales, class fees, maintenance records, and gross receipts and lighting fees. All revenue sources shall be identified by category.
- D) A Certified Annual Statement.

Section 13. Rent. Rent shall be the sum of: twenty percent (20%) of all City-contract tennis classes offered at off-site tennis facilities; plus ten percent (10%) of gross receipts/revenues for lessons, memberships, tournaments, court reservations, camps, and miscellaneous tennis programming; plus eight percent (8%) of gross receipts/revenues of Pro shop sales, services and

vending. Rent shall be paid by cashier's check quarterly as follows: May 1 (for January 1 – March 31); August 1 (for April 1 – June 30); November 1 (for July 1 – September 30); and February 1 (for October 1- December 31).. All payments are due and payable within five (5) business days, and a late fee may be charged for all actual expenses caused by the late payment, which shall not be less than One Hundred Dollars (\$100.00).

Section 14. Concessions. Operator will be permitted to exclusively operate concession facilities in the Tennis Center for all events.

Section 15. Workers' Compensation. Operator shall obtain and maintain in full force and effect throughout the entire term of this Agreement, full workers' compensation insurance in accordance with the provisions and requirements of the California Labor Code, and any other applicable law. A certificate of insurance evidencing such coverage shall be filed with the City, which certificate shall provide that the City will be given at least ten days' notice prior to cancellation. The individuals employed by Operator in order to fulfill its obligations under this Agreement, shall be and are employees of Operator and not of the City.

Section 16. Indemnity.

A) Except as to the sole negligence or willful misconduct of the City, Operator agrees to indemnify, protect and hold harmless City and the City's employees, officers, managers, agents, and council members from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the operation of the Tennis Center, notwithstanding that the City may have benefited therefrom. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Operator or anyone employed or working under the Operator.

B) Except as to sole negligence, or willful misconduct of City, Operator shall defend, indemnify and hold the City, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which arises out of or is in any way connected with the performance of work under this Agreement by Operator or any of the Operator's employees, agents or subcontractors and agents for compensation for services rendered to Operator in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Operator's employees, subcontractors or agents, except for that portion of the loss, damage, claim

for damage, liability, expense or cost, which arise from or are caused by structural defects of the Tennis Center, or by any pre-existing condition or an act or omission of City prior to the Commencement Date.

C) The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

Section 17. Insurance. Within fourteen (14) days of the issuance of the Certificate of Occupancy, and through the term of this Agreement, including any extensions, Operator shall provide and maintain during the term of this Agreement the following types and amounts of insurance on policy forms satisfactory to the City:

A) Commercial general liability insurance in a combined single limit of at least Two Million Dollars (\$2,000,000) per occurrence, including the following coverages: premises operation, elevators, independent contractors, blanket contractual, products liability, bodily injury including death, personal injury, property damage, owned and non-owned equipment, host liquor liability, liquor liability, incidental malpractice injury. Such commercial general liability policy shall be endorsed to name City, its officers, employees and authorized volunteers as additional insureds.

B) Any deductibles applicable to the commercial general liability insurance purchased in compliance with this Section shall be approved by the City Risk Manager.

C) Each policy required under this section shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days' prior written notice has been given to City by certified or registered mail.

D) All policies required under this Section shall be issued by California admitted insurance companies, with a policy holder's rating of A or higher and a Financial Class of VII or higher, except as expressly approved by the City Risk Manager.

E) Operator shall require any organization conducting an event at the Tennis Center (other than the City which is exempt from this requirement) to provide an original certificate of insurance evidencing organization's commercial general liability insurance coverage by a California admitted insurance company in a combined single limit of at least Two Million Dollars (\$2,000,000) per occurrence including coverages for bodily injury including death, personal injury, and property damage. Such commercial general liability policy shall be endorsed to name the City, its officers, employees and authorized volunteers as additional insured and the City as loss payee. Provided, however, a governmental organization may instead provide Operator with a Certificate of Self-Insurance evidencing compliance with the amounts and scope of

liability coverage required above through such governmental entity's General Liability Self-Insurance Program, and by providing Operator with such written indemnification as Operator determines is necessary.

Section 18. Liens/Claims. Operator shall keep the Tennis Center free from any and all claims of persons, firms or corporations who, at the request of Operator or Operator's agents, furnish labor or materials to or for the benefit of the Tennis Center. Operator further agrees to hold the City harmless from any and all claims for labor and materials.

Section 19. Utilities. Operator shall pay for all utilities and City services, including potable water, electricity, trash service, sewer service, computer service, telephone, and any and all other utilities used on the Tennis Center throughout the term of the lease, and shall save the City harmless therefrom. There is currently no gas service planned for the park. Irrigation water will be provided to the Tennis Center at no cost. The site will be subject to inspection by City Staff on a regular basis.

Section 20. License/Permit Fees. Operator shall be responsible for and pay any license or permit fees, and any other public charges levied upon the Tennis Center which applies equally to any other municipal facility, except any public improvement assessment levied by a governmental agency and which may become payable during the term of this Agreement. Any such improvement assessment shall be the responsibility of the City.

Section 21. Force Majeure. In the event the Tennis Center is destroyed or damaged by fire, earthquake or other casualty so that it becomes unusable for the purposes herein contemplated, this Agreement may be terminated by either party upon written notice to the other without further liability to said other party. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, riots, floods, earthquakes, fires, acts occasioned exclusively by violence of nature without the interference of any human agency, epidemics, quarantine restriction, freight embargoes, lack of transportation, governmental restrictions or priority, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor, or suppliers, the imposition of any applicable governmental moratorium, or any other causes beyond the reasonable control of the party requesting the delay. An extension of time for any such cause shall be for the period of the forced delay and shall commence to run from the time of the commencement of such cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days after commencement of such cause.

Section 22. Termination by City. This Agreement may be terminated by the City upon the occurrence of any of the following events:

A) Any material breach of this Agreement by Operator which remains uncured for a period of forty-five (45) days after written notice from the City;

B) This Agreement may be terminated by City with one (1) year written notice to the Operator;

C) The destruction of the Tennis Center or any event which renders the Tennis Center unusable;

D) At the City's sole discretion upon sending written notice of termination for cause to Operator after City has sent to Operator three or more notices of Operator's material breach within any twelve (12) month period.

Section 23. Termination by Operator. This Agreement may be terminated by Operator with one (1) year written notice to the City.

Section 24. Independent Contractor. The parties recognize and agree that Operator is and shall be, at all times hereunder, an independent contractor and not an employee of the City. It is agreed and understood that the engagement of Operator hereunder does not require Operator's services to be provided exclusively to the City and that Operator shall be free to engage in outside activities, services and projects which are unrelated to Tennis Center.

Section 25. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

<u>City:</u>	<u>Operator:</u>
City of Riverside	John Letts
City Manager	iTennis, Inc
3900 Main Street	920 Lohman Lane
Riverside, CA 92522	South Pasadena, CA 91030

Section 26. Assignment. Operator shall not assign all or any part of the Agreement without the prior written consent of the City Manager.

Section 27. Non-discrimination. Operator agrees that during the term of this Agreement, except as provided in Section 12940 of the Government Code of the State of California, Operator shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age physical disability, mental disability, medical condition (including the medical condition of Acquired Immune Deficiency Syndrome [AIDS] or any condition related thereto), marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of Operator's employees and subcontractors and the procurement of materials and equipment on the Premises or

Operator's contractors for the Premises; and further, Operator agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

Section 28. Taxes.

A) Any material breach of this Agreement by Operator which remains uncured for a period of forty-five (45) days after written notice from the City;

B) Any material breach of this Agreement by Operator, which remains uncured for a period of forty-five (45) days after receipt of written notice from the City;

C) The organization shall pay all taxes, including without limitation any tax which may be levied against any possessory interest in the licensed site, assessments, sales tax, license fees, including without limitation, business license fees, and other charges (taxes) that are levied and assessed against the organizations property installed or located in or on the site. On demand of the City, the organization shall furnish the City with satisfactory evidence of these payments.

D) Operator acknowledges that the City has informed Operator that this Agreement may create a possessory interest subject to property taxation and that Operator may be subject to the payment of property taxes levied on such interest. In such case Operator shall have the right to renegotiate the economic terms of this Agreement to reflect the original economic effect of this Agreement prior to the levy of the possessory interest tax.

E) Operator understands that the activity described herein constitutes doing business in the City of Riverside, and Operator agrees that Operator will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code.

Section 29. Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

Section 30. Amendments. This Agreement may be amended or supplemented only by written documents signed by both parties.

Section 31. Integration. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the

parties. Neither party has been induced to enter into this Agreement by, nor is either party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Section 32. Accounting Records. Operator shall maintain complete and accurate records with respect to revenue received and costs incurred under this Agreement. All such records shall be clearly identifiable. Operator shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Operator shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

Section 33. Time of Essence. Time is of the essence for each and every provision of this Agreement.

Section 34. Solicitation. Operator maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Operator, to solicit or secure this Agreement. Further, Operator warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Operator, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

Section 35. Waiver. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

Section 36. General Compliance with Laws. Operator shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Operator, or in any way affect the performance of services by Operator pursuant to this Agreement. Operator shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of Operator's services with all applicable laws, ordinances and regulations.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

ITENNIS, INC., a California corporation

By: _____
Mike Futrell
City Manager

By: John Letts
John Letts (Nov 13, 2024 17:00 PST)
Print Name: John Letts
Title: President
(Signature of Board Chair, President, or Vice President)

ATTESTED TO:

and

By: _____
Donesia Gause
City Clerk

By: John Letts
John Letts (Nov 13, 2024 17:03 PST)
Print Name: John Letts
Title: Secretary
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

CERTIFIED AS TO AVAILABILITY OF FUNDS:

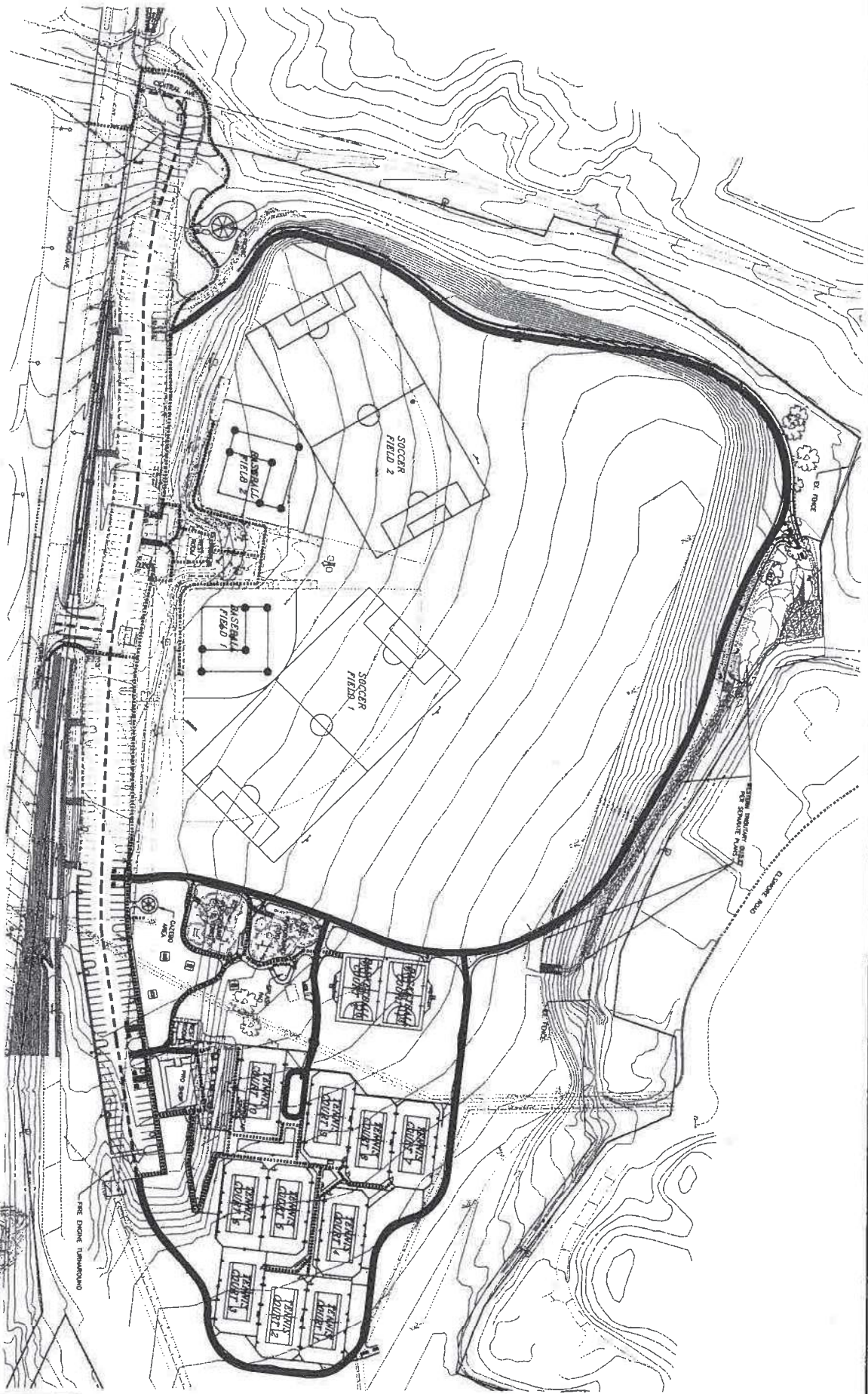
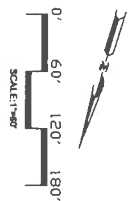
By: [Signature]
Chief Financial Officer

APPROVED AS TO FORM:

By: Anthony L. Beaumon
Anthony Beaumon (Nov 14, 2024 12:55 EST)
Anthony L. Beaumon
Sr. Deputy City Attorney

EXHIBIT "A"

ACCESSIBLE ROUTE NOTES
 - - - - - ADA ONLY
 - - - - - SPECIAL ONLY
 - - - - - ADA & SPECIAL



CITY OF RIVERSIDE
ANDULKA PARK
PHASE 3 IMPROVEMENTS

OWN BY: S. ANDRZEJ
 APP'D BY: [Signature]
 DWG. NO. C1.02
 SCALE: AS SHOWN
 DATE: [Blank]
 SHEET 02 OF 48 SHEETS

SITE AND ACCESSIBLE ROUTE PLAN

CONST. SET
 06/06/08

Sheet Title: _____

REV	DATE	DESCRIPTION	BY



PREPARED BY:
 WRC Consultant Services Inc.
 1800 E. Garry Ave Suite 213
 Santa Ana, CA 92705
 Tel: (949) 833-8388
 Fax: (949) 833-8380



EXHIBIT "B"

Andulka Tennis Center Operations

Hours of Operation

Monday – Friday 8:00 am – 10:00 pm
Saturday and Sunday 8:00 am – 6:00 pm

Fees

Membership

Initiation (one-time): \$125.00

Family membership: \$70.00 monthly

Individual membership: \$50.00 monthly

Junior membership: \$30.00 monthly

Corporate: \$160.00

Initiation and monthly dues may be discounted or waived with special offers.

Private Lessons

\$40.00 to \$80.00 per hour (depending upon experience of instructor)

Group Clinics

\$10.00 to \$20.00 per hour; sold in 4 – 12 weekly sessions

Summer Camp

\$300.00 - \$350.00 per weekly full day session

Court Rental

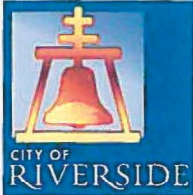
Free for members

\$12.00 per hour peak non-members

\$6.00 per hour non-peak non-members

Off-peak is Mon. – Fri. 8:00 am – 3:00 pm

EXHIBIT "C"



City of Riverside, California
Human Resources Policy and Procedure Manual

Approved:

Munda Stewart
Human Resources Director

Robert P. Graham
City Manager

Number: I-14 Effective Date: 07/06

SUBJECT: CRIMINAL BACKGROUND AND LIVE SCAN POLICY

PURPOSE:

To establish a policy to ensure that the City of Riverside, its employees and volunteers, and members of the public are protected and to help minimize potential liability, the City Council has authorized a resolution authorizing the City to obtain state summary criminal background information from the Department of Justice for employment purposes. The City desires to identify those employees, prospective employees and volunteers who have a criminal history so that such information may be used in employment decisions.

POLICY:

1. Authority - Under federal and state law, public agencies may enact policies that disqualify applicants with certain criminal convictions from employment positions if the conviction is relevant to the position in question. Furthermore, California Penal Code Section 11105 permits cities to obtain state summary criminal background information from the Department of Justice if the City Council has authorized such access and if the criminal background information is required to implement a statute, ordinance or regulation that contains requirements or exclusions based on specified criminal conduct. The City Council authorized the City to access such information pursuant to Resolution Number 19579.
2. General - The City shall not consider for employment a person or volunteer who has been convicted of a felony or a misdemeanor involving moral turpitude (see Section 4 for specific penal code convictions). Such conviction shall be cause for termination of any employee or volunteer, if the felony or misdemeanor is for a crime specified below, or, if the crime is not actually listed, the City determines that the crime is substantially similar in nature to those specified below. The conviction may be disregarded if it is found and determined by the appointing authority that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since such conviction, the age of such person at the time of conviction, or the fact that the classification applied for is unrelated to such conviction, and federal or state law does not require such disqualification or termination.
3. Criminal Record Background Checks - The City shall obtain criminal background information pursuant to the procedures set forth below on all prospective employees and volunteers, all current employees and volunteers who work with or supervise minors, and all employees formally considered for promotion.

4. Specific Convictions and Positions

- A. With respect to all prospective employees, current employees and volunteers, a conviction of any of the following Penal Code sections, shall be grounds for disqualification or termination:

Section 68:	Asking for or receiving bribes
Section 72:	Presentation of fraudulent claims
Section 73, 74:	Bribes for appointment to office
Section 187, 189:	Murder
Section 209:	Kidnapping for ransom, extortion or robbery
Section 211:	Robbery - taking personal property in possession of someone by force or fear
Section 245:	Assault with a deadly weapon
Section 261:	Rape
Section 451:	Burglary
Section 484:	Theft
Section 490.5:	Shoplifting
Section 503:	Embezzlement - fraudulent appropriation of property by a person to whom it has been entrusted
Section 518:	Extortion - obtaining property by a wrongful use of force or fear or under a color of official right

- B. With respect to all applicants for and current employees and volunteers in positions that work with or supervise minors, in addition to "A" above, a conviction of any of the following code sections shall be grounds for disqualification or termination:

1. Violations or attempted violations of Penal Code Sections 220, 261.5, 262, 273a, 273d, or 273.5, 288, or any sex offense listed in Section 290.
2. Any crime described in the California Uniform Controlled Substances Act (Division 10 [commencing with Section 11000] of the California Health and Safety Code).
3. Any felony or misdemeanor conviction within 10 years of the City's request for background information for a violation or attempted violation of Chapter 3 of Title 8 of the Penal Code (commencing with Section 207), Sections 211 to 215, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022, in the commission of that offense, Section 217.1, Chapter 8 of Title 8 of the Penal Code (commencing with Section 236), Chapter 9 (commencing with Section 240), and for violation of any of the offenses specified in subdivision (c) of Section 667.5.
4. Any felony or misdemeanor conviction under Penal Code Section 311, et seq., photographic use of children relative to sexual conduct.

- C. With respect to all applicants for current employees and volunteers in positions that work with public funds or public records, in addition to "A" above, a conviction of any of the following Penal Code sections shall be grounds for disqualification or termination:

Section 115, 115.3: Use of a false or forged public record or alteration of a certified copy of a public record
Section 424: Embezzlement and falsification of accounts
Title 13, Chapter 4: Any violation of forgery and counterfeiting

3. Responsibility of Applicant, Employee or Volunteer - It is the responsibility of an applicant, employee, or volunteer to report any conviction or arrest pending final adjudication to the City. The information shall be included on all employment applications. Arrest pending final adjudication means an arrest for which the employee or applicant is out on bail or on his or her own recognizance pending trial, pursuant to Labor Code 432.7(a). If any convictions or arrests pending final adjudication occur while the employee or volunteer is working for the City, the employee or volunteer shall report that information to his or her supervisor who shall forward the information to the Department Head or designee and the Human Resources Director. Alternatively, the employee or volunteer may report the information directly to the Human Resources Director.
4. Procedure for Criminal Background Records Checks
 - A. Criminal record checks conducted pursuant to this policy shall comply with applicable federal and state law and the following:
 1. The City shall submit a completed Applicant Fingerprint Card to the Department of Justice accompanied by any other forms or information required by the Department of Justice in order to obtain the criminal background information.
 2. Any information obtained from the Department of Justice shall be used to determine whether the applicant, employee or volunteer is disqualified or subject to termination pursuant to this policy.
 3. The City may hire a prospective employee contingent upon the results of the criminal background information received during the employee's probationary period. Any employee, including an employee hired pending the receipt of criminal background information, will be terminated if the employee is found to have falsified or omitted criminal background information on the employee application
 4. Every employee or volunteer who has been hired or promoted subsequent to the adoption of this policy, who passed the initial screening, must sign an acknowledgment that conviction of crimes listed herein or determined to be substantially similar by the City shall be grounds for disciplinary action up to and including termination.
 - B. The City shall enter into a contract with the Department of Justice to obtain any subsequent conviction or arrest information concerning an employee or volunteer.
 1. Any information about an existing employee's or volunteer's conviction(s) shall be reported to the Human Resources Director.
 2. Upon receipt of information regarding a conviction and/or arrest pending final adjudication, the Department Head or designee, the Human

Resources Director and the City Attorney shall evaluate the effect and potential effect of the employee's or volunteer's record or arrest on his or her position of employment, fellow employees and the public and shall take appropriate action to maximize public safety and minimize potential liability while respecting the rights of the employee or volunteer.

3. If the City finds that an employee or volunteer has failed to report a conviction or arrest pending final adjudication, the appropriate disciplinary action, up to and including termination, will be taken.
5. Confidentiality - State summary criminal history information is confidential and shall not be disclosed, except to those individuals designated to make employment decisions. Persons with access to such information shall sign a form acknowledging that the information is confidential and that civil and criminal penalties, as well as dismissal from employment, may result if the confidential information is misused.

Pursuant to Penal Code Section 11077, the Attorney General is responsible for the security of Criminal Offender Record Information (CORI), and has the authority to establish regulations to assure the security of CORI from unauthorized disclosures. The following are requirements as prescribed by the State of California, Department of Justice, Bureau of Criminal Identification and Information, Field Operations and Record Security for any agency that maintains or receives criminal history information:

- A. Records Security - Any inquires regarding the release, security or privacy of Criminal Offender Record Information (CORI) is to be resolved by the Human Resources Director or his or her designee.
- B. Record Storage - CORI shall be under lock and key and accessible only to the Department Head or his or her designee who shall be committed to protect CORI from unauthorized access, use or disclosure. Fingerprint records such as fingerprint cards, "no criminal history" notifications and CORI history shall be destroyed by shredding once a hiring decision or volunteer qualification/disqualification determination has been made.
- C. Record Dissemination - CORI shall be used only for the purpose for which it was requested by the hiring department.
- D. Record Destruction - Upon determination of employment, CORI and copies of the same shall be destroyed to the extent the identity of the person can no longer be reasonably ascertained.
- E. Record Reproduction - CORI may not be reproduced for dissemination.
- F. Training - The Department Head and employees with access to CORI are required:
 1. To read and abide by this policy.
 2. To have on file a signed copy of the Employee Statement Form for the Use of Criminal Record Information, which acknowledges an understanding of laws prohibiting misuse of CORI.

- G. Penalties - Misuse of CORI is a criminal offense. Violation of this policy regarding CORI may result in suspension, dismissal and/or criminal or civil prosecution.

PROCEDURE:

Responsibility	Action
Hiring or Promoting Department	1. Selects applicant and offers employment, or selects employee and offers promotion, based on successful background checking.
Human Resources Director or Designee	2. Processes fingerprints and submits to Department of Justice. 3. Makes determination based on report and informs the City Manager, City Attorney and the Department Head.
City Attorney and Department Head	4. In consultation with Human Resources Director, and only if disqualification or termination is not required by law, determines whether any mitigating circumstances exist that permits disregard of the conviction or, for an applicant for promotion, discipline less than termination.
Human Resources Director	5. If the report is acceptable or sufficient mitigating circumstances are found, continues with the hiring or promotion process. 6. Sends disqualification letter if background on applicant for hire or promotion is unacceptable. 7. If the report is not acceptable and sufficient mitigating circumstances are not found, initiates in consultation with the City Attorney and the Department Head, disciplinary action against applicant for promotion.