

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
LIFETIME TENNIS, INC. DBA LIFETIME ACTIVITIES**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Lifetime Tennis, Inc., dba Lifetime Activities, a California Corporation with its principal place of business located at 1901 South Bascom Avenue, Suite #1225, Campbell, CA 95008, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Management Agreement Between the City of Santa Clara and Lifetime Tennis, Inc. dba Lifetime Activities", dated November 8, 2018 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide professional tennis facility operations and management
- C. The Parties now wish to amend the Agreement to address operations and revenue impacts due to the ongoing COVID19 pandemic, and facility closures due to air quality and weather.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

1. Section 4 of the Agreement, entitled "Responsibilities of Lifetime" is amended to read as follows:

"A. Management Fee. Lifetime shall pay to City an Annual management fee as set forth in Exhibit A "Management Fee Schedule," attached hereto and incorporated by reference, except that the amount of \$30,000 plus 1% plus CPI which would apply to operations from April 1, 2020 through March 31, 2021 is reduced to zero (\$0.00) dollars due to COVID19 related closures, limitations on programs and other impacts which cause Lifetime Activities to operate at a deficit. For the period of April 1, 2021 through December 31, 2021, the City Manager may extend the management fee reduction to zero (\$0.00) for each month that Lifetime Activities net revenues from

Santa Clara Tennis Center operations remain negative or at zero (\$0.00), or conversely the City Manager at her sole discretion, if net revenues are above zero dollars, determine what percentage of net revenues should be paid to the City each month, up to, but not exceeding the original contractual amounts.”

“D. Annual and Periodic Meetings. Lifetime shall meet with City a minimum of once per year to review and discuss Lifetime's past and upcoming programs and activities, maintenance and condition of the Properties, and any other pertinent issue/subject relating to this Agreement. City shall review and approve plans to address any issues and adjustments to the program to respond to facility conditions, including community and patron concerns. During this meeting, Lifetime shall propose to City for approval, at City's sole discretion, a calendar of tennis activities and competitive events. Lifetime activities will provide the City with their current annual financial reports.

For the period of November 2020 through August 2021, Lifetime shall meet with the City once per month to review operations, revenues and expenditures and determine what, if any operational changes and protocols are needed to address COVID19 related impacts and, if needed, at the City Manager's discretion, to extend the management fee reduction.”

2. Section 4 of the Agreement, entitled “Responsibilities of Lifetime” Paragraph E. Site Management is amended to add Paragraph No. 10 and read as follows:

“10. Facility Operations and Hours. Lifetime Activities will operate the Santa Clara Tennis Center in Central Park Monday through Friday 8:00 a.m. to 10:00 p.m., and Saturday and Sunday from 8:00 a.m. to 8:00 p.m., except as Federal, State, or County COVID19 Safety Protocols and Health Orders may restrict operations. Lifetime Activities will, to the extent feasible, provide Modified Supervised Hours at the Santa Clara Tennis Center March 2020 through March 31, 2021 on weekdays Monday through Friday 8:00 a.m. to 1:00 p.m. and 3:00 p.m. to 9:00 p.m.; and weekends, Saturday and Sunday 8:00 a.m. to 6:00 p.m. The City Manager, or designee, may negotiate other operational hours from April 1, 2021 through August 31, 2021, as needed.”

/

/

/

/

3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**LIFETIME TENNIS, DBA LIFETIME ACTIVITIES**  
a California Corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Dana Gill

Title: President

Principal Place of Business Address: 1901 S. Bascom Ave., Suite 1225  
Campbell, CA 95008

Email Address: danag@lifetimetennis.com

Telephone: 408-626-9282

Fax: 408-626-9292

“CONTRACTOR”