



**MEMORANDUM OF UNDERSTANDING  
CITY OF RICHMOND  
COMMUNITY SERVICES -RECREATION**

**&**

**Youth Tennis Advantage**

**1717 Powell St Ste 100  
San Francisco CA 94133**

City of Richmond  
Community Services-  
Recreation

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding “MOU” effective as of July 1, 2023, is entered by the City of Richmond (“City”) and Youth Tennis Advantage. Collectively, City and Youth Tennis Advantage are referred to as the “Parties” and individually, as a “Party”.

### **RECITALS**

**Whereas**, Youth Tennis Advantage, located in San Francisco, CA, reached out to City staff and informed staff that they are willing to start a Youth Tennis program at Nicholl Park (Afterschool) and Martin Luther King, Jr. (MLK) Park (Summer Sports Camp) at no cost to the City and participants.

**Whereas**, the Parties wish to set forth the terms and understanding between them with respect to a Tennis Program at the following locations;

- Nicholl Park Tennis Courts, Recreation Complex, 3230 Macdonald Avenue, Richmond, CA
- MLK Tennis Courts, 360 Harbour Way South, Richmond, CA

**Whereas**, City staff shall provide supervision over this program;

**Whereas**, City staff shall provide tennis courts, classroom space, tables and chairs for this program;

**Whereas**, City staff will ensure that sign-in sheets are kept for each class session;

**Whereas**, both Parties will assist with the supervision of the participants;

**Whereas**, City staff will review and approve all promotional material prior to release and distribution where such materials include the City’s name along with Youth Tennis Advantage;

**Whereas** City staff will ensure that all instructors and volunteers complete and comply with the City’s Tuberculosis testing and fingerprinting protocol(s);

**Whereas**, Youth Tennis Advantage staff and instructors will provide all equipment and supplies necessary to make this program possible and available at no cost to the City nor the participants; and

**Whereas**, Youth Tennis Advantage will provide after-school classes to tennis participants

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

### **AGREEMENT**

**Purpose of MOU.** This MOU sets forth the terms and understanding among the Parties and is intended to reflect the Parties’ commitment to cooperate and work together to support the success of the Tennis Program. This MOU outlines the Parties’ collaboration and expectations. The Parties find and determine the foregoing recitals to be true and correct and incorporated herein by reference as it set forth in full.

**Collaboration.** The Parties hereby agree to undertake good-faith efforts to establish the Tennis Program such that instructions start and end on schedule and participants are enriched physically, academically, and culturally through Tennis.

**Staffing.** Each Party shall provide staff time to support the activities subject to this MOU, and each Party shall be responsible for ensuring that staffing positions remain sufficient to fulfill each Party's obligations as set forth in this MOU. Current staffing list includes:

1. Staff person to be responsible for the day-to-day work of the Program:
  - a. City: Maurice Range
  - b. Youth Tennis Advantage - Shahand Esmaeili
2. High-level leader with authority to make decisions on behalf of each respective Party:
  - a. City: Tetteh Kisseh
  - b. Youth Tennis Advantage - Shahand Esmaeili

**Notices.** Any notices required or permitted to be given under or in this MOU shall be in writing, and shall be deemed to be effective upon delivery, including by email, unless such address is changed by written notice hereunder:

*If to City's Community Services-Recreation:*

Tetteh Kisseh  
3230 Macdonald Ave  
Richmond, CA 94804  
Email: Tetteh\_kisseh@ci.richmond.ca.us

*If to Youth Tennis Advantage -*

Shahand Esmaeili  
1717 Powell St Ste 100  
San Francisco CA 94133

**Discretion.** Each Party, including their respective employees, et al., shall exercise its sole discretion over all matters relating to the MOU and over each decision over which it bears responsibility.

**No Joint Venture.** Nothing in this MOU shall be construed as creating the right or ability of any Party to bind the other except as provided in this MOU. Nothing in this MOU shall be construed as creating a partnership, joint venture, employment or agency relationship between City, Community Services-Recreation, and Youth Tennis Advantage. Each Party shall conduct all of its activities under this MOU in accordance with all applicable laws and regulations.

**Public Records.** City's Community Services-Recreation and Youth Tennis Advantage acknowledge and agree that this MOU and communications and documents exchanged between the Parties are subject to the California Public Records Act and any locally applicable laws, and/or regulations.

**Nondiscrimination.** In the performance of its obligations and activities under this MOU, the Parties each agree not to discriminate against any of its employees or against any person on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

**Indemnification.** To the fullest extent permitted by law, Youth Tennis Advantage shall indemnify, defend and hold harmless City and its officers, employees, elected and appointed officials, and volunteers (the

“Indemnified Parties”) from and against any and all claims, demands, causes of action, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation attorney’s fees and costs and expert witness fees), judgments, penalties, and liens of every nature resulting from injury to or death sustained by any person, or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with Youth Tennis Advantage performance of work under this MOU, except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of City, their officers, agents, or servants.

**Insurance.** Youth Tennis Advantage shall procure and maintain during the MOU’s term and shall obtain a policy endorsement naming City of Richmond, Community Services-Recreation as an additional insured under any general liability or automobile policy or policies.

**Amendment.** This MOU may be amended only by a writing signed by all Parties.

**Assignment.** This MOU may not be assigned or delegated by any Party without the prior written approval of the other Party.

**Effective Date and Termination.** This MOU will be effective from July 1, 2023, through June 30, 2028. Either Party may terminate the MOU for any or no reason, with or without cause, with 14-days advance written notice. Upon the termination of this MOU, all obligations and rights of the Parties shall cease and be of no further force or effect, provided, however, those rights and obligations that by their nature are intended to survive the termination of this MOU shall so survive.

**Governing Law; Venue.** This MOU and all disputes arising here from, whether in contract or in tort, shall be governed by and construed in accordance with the laws of the State of California. The parties agree that the exclusive venue for the resolution of any dispute relating to the subject matter of this MOU shall be in Contra Costa County in California.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives effective as of \_\_\_\_\_, 2023.

CITY OF RICHMOND

PARTNER: YOUTH TENNIS ADVANTAGE

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Mayor

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Michael Skinner, Executive Director

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Date:

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Date:

Approved as to form:

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City Attorney

Attest:

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City Clerk