

SPORTS COMPLEX SPONSOR AGREEMENT

THIS SPORTS COMPLEX SPONSOR AGREEMENT ("Agreement") is entered into April 1, 2022 ("Effective Date") between Lucile Salter Packard Children's Hospital at Stanford, a California nonprofit public benefit corporation ("Sports Complex Sponsor") and the City of Pleasanton, a municipal corporation ("City").

Recitals

- A. City constructed the 16-acre Bernal Community Park, Phase II, Multi-purpose Lighted Sports Field ("Sports Complex") that has three lighted multi-purpose sports fields with synthetic turf, parking lots, a children's play area, equipment storage and a restroom, such that the facility is available for year-round play as part of the City's Bernal Community Park, located at 7001 Pleasanton Avenue, Pleasanton, CA 94566.
- B. Due to the complexity, size and cost of the Sports Complex, City and various sports groups in the community have entered into a Memorandum of Understanding ("MOU") dated December 2, 2014, by which these sports groups ("Sports Groups" as identified in the MOU) and the City have agreed to work collaboratively to obtain private funds to assure the Sports Complex would be constructed in a timely manner for the overall benefit of the community.
- C. As provided in the MOU, the Sports Groups have agreed to conduct a fundraising campaign to raise private funds to be applied to assist in offsetting the construction cost of the Sports Complex.
- D. As part of that effort, Sports Groups have contacted Sports Complex Sponsor to solicit its financial support.
- E. Sports Complex Sponsor is willing to provide financial support to assist in offsetting the construction cost of the Sports Complex on the terms and conditions set forth herein.
- F. City is willing to accept the financial support from Sports Complex Sponsor on the terms and conditions set forth herein.

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

1. Contributions. As its contributions to the Sports Complex, Sports Complex Sponsor shall pay to the City the sum of \$177,500, in installments as follows: the first installment in the amount of \$25,358 on April 1, 2022; the second installment in the amount of \$25,357 on April 1, 2023; the third installment in the amount of \$25,357 on April 1, 2024; the fourth installment in the amount of \$25,357 on April 1, 2025; the fifth installment in the amount of \$25,357 on April 1, 2026; the sixth installment in the amount of \$25,357 on April 1, 2027; and the seventh and final installment in the amount of \$25,357 on April 1, 2028, unless this agreement is terminated earlier. These contributions provide Sports Complex Sponsor with a

seven-year sponsorship of the 'Sports Complex' located at Bernal Community Park and are intended to, and do, satisfy in part the Sports Group's obligation under the MOU to fundraise \$2 million in private funds to offset the construction costs of the Sports Complex.

2. Use of Contributions. The \$177,500 that the City receives will provide for certain features ("Sponsor Features") at the Sports Complex that include, but are not be limited to, signage at the entry of the Sports Complex that, for example, identifies the Sports Complex Sponsor by its full name, signage in the parking area of the Sports Complex, continued recognition on the Sports Complex donor wall (at the "Hall of Fame" level); and recognition on digital kiosks near the entrance to each field during part of each hour of the field's operation.
3. Acknowledgment of Contributions. City shall acknowledge the contributions of Sports Complex Sponsor in print and digital media that it produces concerning activities and programs at the Sports Complex. This shall include (a) Half page sponsorship ad on the interior cover of the Activities Guide each print cycle (three times per year). City shall meet and confer with Sports Complex Sponsor as to the form, content, and placement in its print and digital media but City, in its sole discretion, will make the final determination; (b) Recognition on the City's Youth and Adult Sports webpage; (c) Include a "Sports Related Injuries/Illness" link on the City's Youth and Adult Sports webpage; (d) Replacement of all signage (banners, street/highway, and concrete signs) to read 'Stanford Medicine Sports Complex'; (e) In any twelve-month period, City shall permit a total of 12 hours of cumulative field use for Sports Complex Sponsor to use the Sports Complex for Sports Complex Sponsor's corporate events or for community events sponsored by Sports Complex Sponsor subject to approval as to the events, date, and time by the City's Library and Recreation Director (or their designee) so as not to conflict with activities, programs or events that have been scheduled (Sports Complex Sponsor's events must comply in all respects with City's ordinances, policies, rules, and regulations); and (f) As to any event that is held at the Sports Complex for which the City charges admission, it shall provide 15 tickets or passes to Sports Complex Sponsor.
4. Sports Complex Sponsor's Responsibilities. Notwithstanding its contributions, Sports Complex Sponsor shall be responsible for supplying the City with art and related work necessary to carry out the City's production of the Sponsor Features. Any changes to the Sports Complex Sponsor features, such as logo changes, shall be at the sole expense of the Complex Sponsor.

5. City's Responsibilities. City shall (a) review and in its sole discretion approve all design concepts of the Sponsor Features, including the size and location of banners, (b) be responsible for costs associated with (i) developing, producing, and installing the approved Sports Features and (ii) the City's producing and disseminating print and digital media that has Sponsor Features.
6. Use of Name and Logo. With City's permission, Sports Complex Sponsor may use the City's name and logo in its advertising material that makes reference to its contributions to the Sports Complex. With the Sports Complex Sponsor's permission, City may use the Sports Complex Sponsor's name and logo in its printed and digital material that makes reference to its contributions to the Sports Complex. Sports Complex Sponsor shall be provided with the opportunity to review and approve any such printed or digital material containing its name or logo prior to its actual use. The Sports Complex Sponsor and the City shall not quote employees of either entity without prior written permission.
7. Exclusivity and Non-Compete. During the term of this Agreement, the City is excluded from entering into any other agreement, with the exception of Lucile Salter Packard Children's Hospital at Stanford and Stanford Health Care (including for this purpose Stanford Health Care-ValleyCare, Stanford Health Care's affiliated hospital located in Pleasanton, CA), with other similar healthcare entities for the sponsorship of park amenities at Bernal Community Park.
8. Term of Agreement. This Agreement shall commence on April 1, 2022 and shall automatically renew every two years with the same terms, with a final date of December 31, 2028; provided however that Sports Complex Sponsor may terminate this Agreement with or without cause by written notice to City, which may be given on or prior December 31, 2023, December 31, 2025 or December 31, 2027 and which will be effective thirty (30) days after delivery of notice. Termination will relieve Sports Complex Sponsor of any obligation to make any future installments of sponsorship payments scheduled to be made after the effective date of termination. City shall remove and, to the extent practicable, return to Sports Complex Sponsor the Sponsor Features when the Agreement terminates. If the City provides the opportunity to other Sports Complex Sponsors to renew their Sponsorship Agreements, then at least 60 days from the end of the term, the City or the Sports Complex Sponsor may inform the other party of its desire to renew this Agreement for an additional term. If Sports Complex Sponsor and the City reach mutually acceptable terms

and conditions to extend the Agreement, the parties will sign an amendment to this Agreement. If the parties are unable to reach mutual agreement on the extension, this Agreement will terminate.

9. Termination for Cause. City may terminate this Agreement if Sports Complex Sponsor fails to make any of its installment payments. If by reasonable judgment, either party has engaged in activities that are inconsistent with the City's Community of Character values or are inconsistent with sponsorship of events, activities or programs associated with youth sports, either party may terminate this Agreement if the other materially fails to perform its obligations hereunder, which breach is not cured within thirty (30) days of written notice. City shall be entitled to only the fees paid by Sports Complex Sponsor up to the date of termination.
10. Indemnification. A party ("Indemnitor") shall indemnify, defend and hold harmless the other party, its officials, employees and agents (each, "Indemnitee") against all claims, costs, lawsuits, losses, expenses or other liability arising out of the willful misconduct, or the negligent acts or omissions of the other party, in connection with the Indemnitor's performance of obligations under this Agreement, other than for the gross negligence or willful misconduct of the Indemnitee.
11. Additional Terms:
 - a. City shall, at its own expense, for the duration of this Agreement and for two years after the end of the Agreement maintain through its risk sharing pool, the Bay Cities Joint Powers Insurance Authority, general liability coverage in an amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate respectively to provide coverage for it, its employees and agents against all claims and liabilities arising out of or related to this Agreement. If Sports Complex Sponsor requests, the City shall name Sports Complex Sponsor as an additional insured. Evidence of such coverage shall be presented to Sports Complex Sponsor prior to execution of this Agreement.
 - b. **Debarred Vendors.** Neither the City nor, to the extent that the City has actual knowledge, any of City's vendors that will be providing services under this Agreement have been excluded, suspended, or debarred or otherwise sanctioned from participation in any federal or state healthcare program, including the Medicare, Medicaid or TriCare/CHAMPUS programs or have been convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law.
 - c. Neither City nor Sports Complex Sponsor intends that any

payments made under this Agreement be in return for the referral of ongoing business, if any, or in return for the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. All payments specified in this Agreement are consistent with what the parties reasonably believe to be a fair market value for the services provided.

- d. **Compliance With Laws.** City and Sports Complex Sponsor shall comply with all applicable federal, state, and local laws, regulations, including non-discrimination and equal employment opportunity provisions, and orders in performance of the Agreement.
 - e. **Access to Books and Records.** If this Agreement is for the provision of services with a value of \$10,000 or more within a 12-month period, then until the expiration of four years after the furnishing of any services pursuant to this Agreement City shall make available, upon written request from the Secretary of the United States Department of Health and Human Services or from the United States Comptroller General, or any of their duly authorized representatives, this Agreement and such books, documents and records of vendors as are necessary to certify the nature and the extent of the reasonable cost of services to the Sports Complex Sponsor. If City enters into an agreement with any related organization to provide services pursuant to this Agreement with a value of \$10,000 or more within a 12-month period, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph shall be of force and effect only to the extent required by 42 U.S.C. § 1395 (v)(1)(I).
 - f. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard to conflict of law rules.
- 12. Assignment. This Agreement may not be assigned without the written approval of the non-assigning party.
 - 13. Amendment. This Agreement may only be amended in writing.
 - 14. Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes any prior written agreements or oral understandings between the parties.
 - 15. Notices. Any notice or communication required or permitted to be given under this Agreement shall be served personally, sent by United States certified mail, sent by overnight delivery

or courier or sent by email to the following address:

If to Sports Complex Sponsor:
Lucile Salter Packard Children's Hospital at Stanford
Attn: Contract Administration
300 Pasteur Drive, Mail Code 5572
Stanford, CA 94305
Email: ContractAdministration@stanfordhealthcare.org

If to City:
City of Pleasanton
Attn: Library and Recreation
200 Old Bernal Avenue
Pleasanton, CA 94566
Email: recreation@cityofpleasantonca.gov

Any change to the notice address listed above by a party must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered or sent by overnight delivery or courier service, three (3) business days following the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each party agrees to maintain evidence of the respective notice method utilized.

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

CITY OF PLEASANTON

**LUCILE SALTER PACKARD
CHILDREN'S HOSPITAL AT
STANFORD**

Brian Dolan, Interim City Manager

By: Les Lifter
Les Lifter (Feb 28, 2022 12:57 PST)

Signature
Les Lifter

Print name
Title: Senior VP & Chief Marketing Officer

ATTEST:

Jocelyn Kwong, City Clerk

[If entity is a corporation, signatures must comply with California Corporations Code §313]

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

By: _____
Signature

Print name

Title: _____