

FIELD SPONSOR AGREEMENT

THIS FIELD SPONSOR AGREEMENT ("Agreement") is entered into _____ ("Effective Date") between the Construction Testing Services ("Field 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 Field Sponsor to solicit its financial support.
- E. Field 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 Field 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, Field Sponsor shall pay to the City the sum of \$65,000, in installments as follows: the first installment in the amount of \$9,286 on May 1, 2022; the second installment in the amount of \$9,286 on May 1, 2023; the third installment in the amount of \$9,286 on May 1, 2024; the fourth installment in the amount of \$9,286 on May 1, 2025; the fifth installment in the amount of \$9,286 on May 1, 2026; the sixth installment in the amount of \$9,285 on May 1, 2027; and the seventh and final installment in the amount of \$9,285 on May 1, 2028, unless this agreement is paid off in full earlier with mutual agreement between the Field Sponsor and the City. These contributions provide the Field Sponsor with a seven (7) year sponsorship of

- the 'East Field' 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 \$65,000 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 sport field that, for example, identifies the Field Sponsor by its full name, windscreens, banners, and 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 Field Sponsor in all print and digital media that it produces concerning activities and programs at the Sports Complex. City shall meet and confer with Field 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. In addition, it shall also include (a) In any twelve-month period, City shall permit a total of 24 hours of cumulative field use for Field Sponsor to use the Sports Complex for Field Sponsor's corporate events or for community events sponsored by Field 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 (Field Sponsor's events must comply in all respects with City's ordinances, policies, rules, and regulations); (b) Regular storage provided when hosting events at Sports Complex; and (c) 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 Field Sponsor.
 4. Field Sponsor's Responsibilities. Notwithstanding its contributions, Field Sponsor shall be responsible for all costs associated with (a) the production of the Sponsor Features including signage fabrication and materials; (b) supplying the City with art and related work necessary to carry out the City's production of the Sponsor Features; and (c) changes to the Field Sponsor features, such as logo changes.
 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) 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, Field 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 Field Sponsor's permission, City may use the Field Sponsor's name and logo in its printed and digital material that makes reference to its contributions to the Sports Complex. The Field Sponsor and the City shall not quote employees of either entity without prior written permission.
7. Term of Agreement. This Agreement shall terminate on April 30, 2029. City shall remove and, to the extent practicable, return to Field Sponsor the Sponsor Features when the Agreement terminates. If the City provides the opportunity to other Field Sponsors to renew their Sponsorship Agreements, then at least 60 days from the end of the Effective Date, the City or the Field Sponsor may inform the other party of its desire to renew this Agreement for an additional term. If Field 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.
8. Termination for Cause. City may terminate this Agreement if Field 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.
9. Indemnification. City ("Indemnitor") shall indemnify, defend and hold harmless Field Sponsor, its officer's, director's, shareholders, officials, employees and agents (each, "Indemnitee") against all claims, costs, lawsuits, losses, expenses, including attorney fees, or other liability arising out of the willful misconduct, or the negligent acts or omissions of the City, its employees, agents, independent contractors or vendors, , other than for the gross negligence or willful misconduct of the Indemnitee. The indemnity and defense obligations shall survive the termination of this Agreement.
10. 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. The City shall name Field Sponsor as an additional insured. Evidence of such coverage shall be presented to Field 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 Field 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 Field 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 Field 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.

11. Assignment. This Agreement may not be assigned without the written approval of the non-assigning party.

12. Amendment. This Agreement may only be amended in writing.

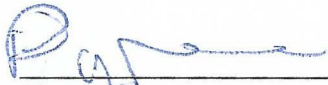
13. Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes any prior written agreements or oral understandings between the parties.

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

CITY OF PLEASANTON

CONSTRUCTION TESTING SERVICES

Brian Dolan, Interim City Manager

By: 
Signature

Pamela Green
Print name

ATTEST:

Title: President / CEO / Secretary

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: _____