

**GRANT AGREEMENT
BY AND BETWEEN FORTY NINERS FOOTBALL COMPANY LLC
AND CITY OF SANTA CLARA PARKS AND RECREATION DEPARTMENT**

Effective Date: April 1, 2026

Grant Amount: \$15,000.00

Term: April 1, 2026 – June 30, 2027

The purpose of this grant agreement (“Agreement”) is to establish a formal relationship and terms of the grant between Forty Niners Football Company LLC (the “Club”) and the City of Santa Clara Parks and Recreation Department (the “Recipient”).

1. Grant Purpose

A. To further the Club’s commitment to support youth sports in the City of Santa Clara (“City”), the Club hereby grants the Grant Amount to Recipient, which shall be utilized and distributed by Recipient for the following purposes:

- a. **Relocation Costs for Youth Sports:** The City’s youth groups that typically use the Youth Soccer Park (“YSP”) have experienced impacts to the availability of the YSP as a result of the use by the National Football League (“NFL”) of the YSP in January and February 2026 and may experience additional impacts during certain YSP field improvement work scheduled for the summer of 2026. In connection with the NFL’s use, the City and the NFL have entered into or intend to enter into an agreement which, among other things, demonstrates the NFL’s continuing support of local youth sports. To further the Club’s commitment to support youth sports in the City, the Club has chosen to provide the Grant Amount to Recipient as a one-time grant and Recipient shall use the Grant Amount to pay for any additional costs associated with the displacement of the youth groups that typically use YSP, including costs of relocating the youth groups to non-City facilities or co-locating them to other City facilities. Such costs may include standard City field use fees, staff time, and third-party field use fees. The costs set forth in this Section 1.A.a. shall collectively be referred to as the “Youth Sports Relocation Costs”.
- b. **Youth Activity Scholarship Program:** In the event that a portion of the Grant Amount remains outstanding following Recipient’s payment of all applicable Youth Sports Relocation Costs, the balance of the Grant Amount will be used by Recipient for the purpose of a youth scholarship program (the “Youth Activity Scholarship Program”). The terms of the Youth Activity Scholarship Program shall be as follows:
 - i. The City of Santa Clara Parks and Recreation Department Youth Activity Scholarship Program shall increase equitable access to

recreational, educational, and enrichment programs for local youth. The program will provide needs-based scholarships of up to \$500 per child, to offset program registration fees for Parks and Recreation activities. By reducing financial barriers, this program will promote physical health, social development, and community connection among youth who might otherwise be unable to participate.

- ii. Other key program features:
 - 1. Applicable to eligible Parks and Recreation programs, including:
 - a. Sports and swimming activities
 - b. Arts and cultural programs
 - c. Outdoor recreation and environmental education
 - d. Summer camp programs
 - e. Youth Resident Membership
 - 2. Families will be required to submit proof of financial need, such as SNAP/CFAP, Medicare enrollment or SVP Reduced Rate Program. Applicants are also required to show proof of residency and proof of parentage/guardianship of the scholarship recipient.
 - 3. Scholarships will be awarded on a rolling basis until the Grant Amount is fully allocated.
- iii. Goals and Objectives
 - 1. Increase access to Parks and Recreation programs for youth from low-income families in the City.
 - 2. Reduce economic barriers to participation in recreational and enrichment programs.
 - 3. Support positive youth development through increased engagement in structured activities.
 - 4. Promote equity and inclusion within city-sponsored programs.
- iv. The Youth Activity Scholarship Program will be administered by the Parks and Recreation Department. Staff will:
 - 1. Review and approve scholarship applications
 - 2. Verify eligibility and proof of need
 - 3. Track fund distribution and program participation
 - 4. Ensure compliance with city and grantor requirements.

2. Grant Terms

A. Distribution of Grant Amount for Grant Purpose:

- a. The Grant Amount shall be distributed by Club to Recipient within sixty (60) days of the execution of this Agreement.
- b. Recipient agrees to expend the entire annual Grant Amount for the grant purpose set forth in Section 1 of this Agreement no later than the end of Recipient's 2026-27 fiscal year (i.e., June 30, 2027). Recipient's City Manager is hereby authorized to execute any allocations described in this

Agreement to effectuate the distribution of the Grant Amount. Any required documentation shall be reasonably approved by Club and reflect Club as the source of the funds being provided to the recipient and Recipient as the “fiscal agent”.

- c. Recipient shall provide Club with a final financial report detailing the Grant Amount allocations no later than July 1, 2027.
 - d. Upon reasonable request by Club, Recipient shall provide Club with updates on the usage of the Grant Amount during the Term.
- B. Recipient agrees to comply with all requirements set forth in this Section 2.B. in the course of distributing the Grant Amount and in connection with any programming. Recipient shall also ensure that Recipient’s personnel will comply with all organizational policies to ensure fair and appropriate programming. This includes, but is not limited to the following:
- a. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking will be allowed at any time in any buildings and/or grounds of Recipient’s program sites. No students, staff, visitors, Recipient, or sub-recipients of any portion of the Grant Amount will be using drugs during program time.
 - b. **Anti-Discrimination**—It is the policy of Club that in connection with Recipient’s services in this Agreement there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the Recipient agrees to comply with applicable Federal and California laws.
 - c. **Conflict of Interest**—Recipient shall abide by and be subject to all applicable regulations, statutes or other laws regarding conflict of interest. Recipient shall not hire any Club employee or any employee of an affiliate of Club to administer the Youth Activity Scholarship Program, and affirms that to the best of its knowledge no such conflict presently exists. Recipient agrees to alert Club in writing if and when a potential conflict does arise.
- C. At Club’s sole discretion, Club shall have the right to advertise and promote Club’s grant to Recipient hereunder in any and all media without limitation.

3. Termination

A. Club may terminate this Agreement by written notice in the event Club in its reasonable discretion, finds that Recipient has defaulted in its compliance with a material term of this Agreement. Such termination shall be effective thirty (30) days from the date of receipt of such notice, unless, within thirty (30) days after receipt of such notice, Recipient has corrected the default or if such default is capable of correction, has taken timely and reasonable steps to correct and will complete such correction within another thirty (30) days.

B. Neither party shall be liable for failure to comply with any of the terms or conditions of this Agreement when such failure to comply has been caused by, without limitation,

fire, war, insurrection, labor disturbances, work stoppages, terrorism, government restrictions, natural disasters, weather, epidemic, pandemic, public health crisis or acts of God beyond the reasonable control of the parties (each, a "Force Majeure Event"), provided the party so affected gives prompt notice to the other. In the event of a suspension of any obligation by reason of a Force Majeure Event which extends beyond ninety (90) days, this Agreement shall be tolled or terminated at the mutual agreement of the parties.

4. Indemnification

A. Recipient hereby agrees to and does defend, indemnify, protect and hold harmless Forty Niners Football Company LLC and any of its respective affiliates, officers, directors, employees, agents, insurers, and assigns (collectively, the "Indemnitees") against any and all suits, actions, claims, losses, demands, damages, liabilities, costs and reasonable expenses of every kind (including consequential, incidental or punitive damages, or lost profits), including court costs and reasonable attorneys' fees (collectively, "Claims"), arising out of or in connection with (i) this Agreement, the Youth Sports Relocation Costs, and/or the Youth Activity Sports Program; (ii) any breach by Recipient of any provision of this Agreement or any representation or warranty made by it therein; and (iii) any act or omission to act of Recipient, its employees, servants, and agents; except to the extent such Claim is the result of the gross negligence or willful misconduct of Club.

5. Insurance

A. During the Term, Recipient shall, at no cost to Club, maintain (or cause to be maintained) self-insurance or the equivalent the following insurance coverage: (i) workers compensation insurance in compliance with applicable law and shall include a waiver of subrogation in favor of Club and (ii) commercial general liability insurance, including coverage for bodily injury, property damage, personal and advertising injury, products/completed operations and contractual liability with a minimum amount of one million U.S. Dollars (\$1,000,000.00) for each occurrence, two million U.S. Dollars (\$2,000,000.00) aggregate. Recipient shall furnish Club with a certificate of insurance evidencing such insurance coverage upon request.

6. Miscellaneous

A. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule.

B. This Agreement may not be modified except in a written instrument signed by the Parties.

C. Arbitration

- a. Any dispute arising under or relating to this Agreement shall be resolved exclusively by arbitration under the Commercial Arbitration Rules of the

American Arbitration Association, with the venue of any such arbitration proceeding to be in Santa Clara, California or such other location as may be agreed by the parties.

- b. The arbitrator for any dispute shall be selected according to the Commercial Arbitration Rules of the American Arbitration Association.
- c. The award rendered by the arbitrator shall be final, shall identify a winning party, and judgment may be entered upon the award in accordance with applicable law in any court having jurisdiction thereof.
- d. The fees and expenses of the arbitrators shall be paid by the non-winning party. In addition, the winning party's reasonable attorneys' fees and costs shall be paid by the non-winning party.

D. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of actual receipt by email or three days after the date deposited in the U.S. Mail, by certified mail, return receipt requested, or by recognized overnight delivery service with signature required (e.g., FedEx, UPS) addressed as follows:

- a. If to Club: Forty Niners Football Company LLC
4949 Marie P. DeBartolo Way
Santa Clara, CA 95054
Attn: ellie.cagle@49ers.com
Copy: legal@49ers.com
- b. If to Recipient: City of Santa Clara
1500 Warburton Ave
Santa Clara, CA 95051
Attn: Parks & Recreation Department
Attn: Kimberly Castro: kcastro@SantaClaraCA.gov

E. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

Forty Niners Football Company LLC

By: _____

Dated: _____

Name: _____

Title: _____

City of Santa Clara

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

JOVAN D. GROGAN
City Manager
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