

LETTER OF AGREEMENT

This Agreement is made this ____ day of December 2009 by and between **St. Joseph Medical Center, a non-profit Missouri corporation**, with an office located at **1000 Carondelet Drive, Kansas City, MO 64114** and the **City of Overland Park, Kansas** with its City Hall offices located at **8500 Santa Fe Drive Overland Park, KS 66212** (the "City").

WHEREAS, the City is possessed of fee simple title to certain property known as the Overland Park Soccer Complex (the "Overland Park Soccer Complex"), located at 135th Street and Switzer, Overland Park, Kansas; and

WHEREAS, the Overland Park Soccer Complex consists of, in part, 12 tournament-quality synthetic turf fields, lighted fields for night use, a multi-purpose building, concession areas, and scoreboards, signage and other amenities; and

WHEREAS, the City and St. Joseph Medical Center desire that St. Joseph Medical Center serve as a "Field Sponsor" at the Overland Park Soccer Complex site during the term of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants St. Joseph Medical Center and the City hereby agree as follows:

1. Subject to the renewal provisions and termination provisions set forth herein below, the term of this Agreement shall commence on **December ____, 2009 and terminate on December 31, 2012.**
2. In exchange for the City's commitment set forth in this Agreement and other valuable consideration and upon full execution of this Agreement, the parties agree as follows: St. Joseph Medical Center agrees to pay a total of Forty Thousand Dollars (\$40,000) per year during the term of this agreement.
3. St. Joseph Medical Center shall receive designation as an official "field sponsor" of the Overland Park Soccer Complex utilizing two (2) separate fields, field #5 and field #9, as the official fields of St. Joseph Medical Center.
4. St. Joseph Medical Center shall receive corporate identification on fields #5 and #9 which would include the following:
 - Field pole signage on four (4) field pole banners per field (8 total between the two fields). Signage must be white corporate logo, measuring no more than 1'x3'6" (will be applied to black aluminum panel (non-perforated) and attached with 1/8" thick aircraft cable).
 - Scoreboard signage (front and back) on each field #5 and #9. Signage must be black corporate logo, measuring no more than 2' x 12' on the front and 6' x 12' on the back.
 - Light pole signage on two (2) light pole banners located in adjacent parking lot B. Signage must be white logo, measuring no more than 1' x 2'4" (will be applied to black aluminum panel (non-perforated) and attached with 1/8" thick aircraft cable).
 - Street pole signage on two (2) street pole banners located along the main drive access throughout the soccer complex. Signage must be white logo, measuring no

- more than 1' x 2'4" (will be applied to black aluminum panel (non-perforated) and attached with ½" S-hooks closed end).
- St. Joseph Medical Center field name on Overland Park Soccer Complex printed marketing materials (brochures, etc).
5. St. Joseph Medical Center shall also receive corporate identification on the shield sponsor section located within the field house.
 6. St. Joseph Medical Center shall receive recognition on video screens on a rotating basis, a minimum of 4 times per hour during weekend tournaments and league play, via the facilities internal video display boards, located in the Field House and three Café venues.
 7. St. Joseph Medical Center shall gain the rights to use the Overland Park Soccer Complex logo in all advertising and marketing of St. Joseph Medical Center during the term of this Agreement. All artwork and logo sheets to be used in any advertisements, signage, and press releases promoting St. Joseph Medical Center are subject to the prior mutual approval of both St. Joseph Medical Center and the City, with neither party unreasonably withholding such approval.
 8. St. Joseph Medical Center shall have the opportunity to provide promotional flyers, coupons or other collateral material, as mutually agreed upon by St. Joseph Medical Center and the City, to be inserted in the tournament registration packets distributed to tournament officials, coaches and staff for all tournaments conducted at the Overland Park Soccer Complex over the course of the term of the agreement.

In the event that a specific tournament includes a sponsorship that has been sold to a direct competitor of St. Joseph Medical Center and the City deems this as a conflict of interest, the City has the right to NOT include the St. Joseph Medical Center information in registration packets for that particular tournament.

In addition, St. Joseph Medical Center shall have the opportunity to include agreed upon material in any and all local league information that will also be distributed to coaches, staff and league officials so long as it does not conflict with the league's sponsorship opportunities.

9. St. Joseph Medical Center will receive a minimum of 25 radio tags per month on 810 WHB, the "official radio partner" of the Overland Park Soccer Complex. Tags will include mention of St. Joseph Medical Center as "hospital partner" of the Overland Park Soccer Complex.
10. St. Joseph Medical Center will have the opportunity to conduct on-site screenings and/or health fairs at three (3) tournaments throughout the year. Dates and type of screening/health fair must be mutually agreed on by both St. Joseph Medical Center and the City. Tent size used to conduct screening/ health fair shall not exceed 10' x 10' and location shall be confined to the Great Lawn or Plaza area.
11. St. Joseph Medical Center will have the opportunity to host a corporate outing, employee appreciation day or fund raising event for a local charity, as approved by the City, one (1) day per year. Date must be mutually agreed on by both St. Joseph Medical Center and the City.

12. Any notice which is required or permitted to be given hereunder will be in writing, signed by the notifying party and will either delivered by hand, nationally recognized overnight delivery services or deposited in the United States Postal System, certified or registered mail, return receipt requested, postage paid, addresses as follows:

St. Joseph Medical Center
Attn: Steven R. Cleary, VP and CFO
1000 Carondelet Drive
Kansas City, MO 64114

With a copy to:
St. Joseph Medical Center
Attn: Contract Administrator
1000 Carondelet Drive
Kansas City, MO 64114

For the City:
The City of Overland Park
Director of Parks and Recreation
8500 Santa Fe Drive
Overland Park, KS 66212

Notice will be deemed to have been given when delivered by hand or delivery service, or when received as evidenced by the return receipt or the date such notice is first refused, if that be the case.

13. The City and St. Joseph Medical Center agree that disputes relative to the services performed should first be addressed by good faith negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute St. Joseph Medical Center shall proceed with the monetary payment as per the Agreement as if no dispute existed.
14. The City may without reason or without cause terminate this Agreement at any time. The City shall notify St. Joseph Medical Center 120 days prior to the termination date if it decides to terminate the Agreement pursuant to this Paragraph 14. In the event termination for convenience is effected by the City, the City will return to St. Joseph Medical Center a pro rata portion of the money which has been paid to the City as described in Paragraph 2 but for which St. Joseph Medical Center has not received the pro rata portion of the corporate exposure as described in Paragraphs 3 through 11 of this agreement. Upon the effective date of a termination notice pursuant to this Paragraph 14, St. Joseph Medical Center shall remove its equipment and property from the Overland Park Soccer Complex site.
15. Any failure by either party hereto to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement, shall not be a waiver of

such terms or conditions or of either party's right thereafter to enforce each and every term and condition of this Agreement.

16. This Agreement may not be assigned by either party hereto without the express written consent of the other.

17. This Agreement will be governed by the laws of the State of Kansas, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the day and year as indicated below.

City of Overland Park

St. Joseph Medical Center

By: _____

By: _____

Name: John M. Nachbar

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

ATTEST:

Marian Cook
City Clerk

APPROVED AS TO FORM:

J. Bart Budetti
Senior Assistant City Attorney

ADDENDUM TO LETTER OF AGREEMENT

This Addendum to the Agreement is made this ____ day of January 2010 by and between **St. Joseph Medical Center, a non-profit Missouri corporation**, with an office located at **1000 Carondelet Drive, Kansas City, MO 64114** and the **City of Overland Park, Kansas** with its City Hall offices located at **8500 Santa Fe Drive Overland Park, KS 66212** (the "City").

WHEREAS, the City is possessed of fee simple title to certain property known as the Overland Park Soccer Complex (the "Overland Park Soccer Complex"), located at 135th Street and Switzer, Overland Park, Kansas; and

WHEREAS, the Overland Park Soccer Complex consists of, in part, 12 tournament-quality synthetic turf fields, lighted fields for night use, a multi-purpose building, concession areas, and scoreboards, signage and other amenities; and

WHEREAS, the City and St. Joseph Medical Center desire that St. Joseph Medical Center serve as a "Field Sponsor" at the Overland Park Soccer Complex site during the term of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants laid out in the original agreement, executed by St. Joseph Medical Center on January 18, 2010, and the City hereby agree to the following:

- Any monthly radio spots tagged with St. Joseph Medical Center shall commence on March 1, 2010 and run monthly through the length of the contract, concluding on December 31, 2012.
- Except as otherwise provided herein all terms and conditions of the said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the day and year as indicated below.

City of Overland Park

St. Joseph Medical Center

By: _____

By: _____

Name: John M. Nachbar

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

ATTEST:

Marian Cook
City Clerk

APPROVED AS TO FORM:

J. Bart Budetti
Senior Assistant City Attorney