

**CONFIDENTIALITY AGREEMENT
BETWEEN CITY OF SANTA ROSA AND COUNTY OF SONOMA**

This Confidentiality Agreement (“Agreement”) is made and entered into as of the 16th day of December, 2025 (“Effective Date”) by and between the City of Santa Rosa, a California municipal corporation (“City”) and the County of Sonoma, a political subdivision of the State of California (County”). City and County are individually referred to as “Party” and collectively as “Parties”.

RECITALS

- A. WHEREAS, City entered into a Letter of Intent Agreement (“LOI”) with United Soccer Leagues LLC (“USL”) in March 2025 to evaluate potential development of a multi-purpose stadium (“Stadium”) in the City of Santa Rosa for professional men’s and women’s soccer (“Project”); and
- B. WHEREAS, through the course of negotiations, USL and City identified the Sonoma County Fairgrounds as a potential location, among others, for the Project; and
- C. WHEREAS, the Fairgrounds is owned by the County and managed by Sonoma County Fair and Exposition Inc. (“Fair Board”) pursuant to an agreement between the County and the Fair Board appointing the Fair Board as agent for the County; and
- D. WHEREAS, USL and City intend to enter into a First Amendment to LOI (“Amended LOI”) that allows for discussions between the City, USL, County and Fair Board for the limited purpose of discussing potential development of a Stadium on County-owned property located within the city limits of the City of Santa Rosa (“County Site”); and
- E. WHEREAS, the Parties are engaged in discussions and due-diligence activities related to the potential identification, analysis, and evaluation of real property sites for the Project, including but not limited to the County Site; and
- F. WHEREAS, the Parties desire to share relevant resources, data, information, analyses and other pertinent materials produced by staff and/or consultants of either Party to support informed decision-making and coordinated planning pertaining to the Project; and
- G. WHEREAS, the Parties wish to set forth in this Agreement the terms and parameters under which information and materials necessary to carry out the Parties’ activities described in the Recitals will be shared by the Parties; and
- H. WHEREAS, in connection with the efforts described above, each Party may disclose to the other certain confidential, sensitive, or proprietary information; this Agreement establishes obligations regarding the protection and use of such information.

AGREEMENT

1. Recitals. The Recitals stated above are true and correct.
2. Confidential Information. For purpose of this Agreement, “Confidential Information” means any non-public information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) in connection with the Project, whether oral, written, electronic, or in any other form, including but not limited to:
 - Information privileged from disclosure to third parties as a result of the attorney-client privilege, the attorney work product doctrine or the joint defense doctrine;
 - Real property information, site evaluations, appraisals, surveys, environmental reports, feasibility studies, and technical analyses;
 - Preliminary financial assessments, cost estimates, and funding strategies;
 - Information related to negotiations with private property owners or third parties;
 - Draft reports, internal memoranda, or non-public planning documents;
 - Any information designated in writing as confidential at the time of disclosure or that a reasonable person would understand to be confidential based on its nature or context.

“Confidential Information” does not include information that:

- is or becomes publicly available through no breach of this Agreement;
- is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information;
- is rightfully received from a third party without restriction; or
- is required to be disclosed under applicable law, including the California Public Records Act (“CPRA”), subject to Section 7 below.

Any written Confidential information that is shared or exchanged will be clearly marked, “Confidential,” “Confidential-Attorney Client Privileged Communication” or “Attorney Work Product Privileged,” or by other markings asserting any other applicable protection or privilege, except that failure to mark written Confidential Information shall not be deemed a waiver of any applicable privilege.

3. Obligations of the Receiving Party. The Receiving Party shall:
 - a) Maintain confidentiality of all Confidential Information using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care.
 - b) Use the Confidential Information solely for purposes of evaluating and conducting due diligence regarding the Project.
 - c) Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except as permitted under this Agreement.
 - d) Limit access to Confidential Information to employees, officials, consultants, or advisors with a need-to-know for the Project and who are subject to confidentiality obligations at least as protective as those in this Agreement.

- e) Not copy or reproduce Confidential Information except as reasonably necessary for the Project.
- 4. Ownership. All Confidential Information remains the property of the Disclosing Party. No license or other rights are granted except as expressly set forth in this Agreement.
- 5. Term. This Agreement becomes effective on the Effective Date and remains in effect until terminated by either Party with written notice to the other Party.
- 6. Return or Destruction of Information. Upon written request by the Disclosing Party, the Receiving Party shall promptly return or securely destroy all Confidential Information, except for information retained in archival backup systems or as required to comply with applicable law or records retention policies.
- 7. Public Records Act Compliance. The Parties acknowledge that they are public agencies subject to the CPRA and any Confidential Information obtained by the Parties shall only be used for purposes which are consistent with existing law. As provided in the CPRA, any exchange of Confidential Information among the Parties for the purpose of advancing the purpose set forth in the Recitals shall not constitute a waiver of any exemption provided under the Public Records Act. If the Receiving Party receives a CPRA request seeking Confidential Information:
 - a) The Receiving Party shall promptly notify the Disclosing Party in writing.
 - b) The Parties shall cooperate in good faith to determine whether an exemption applies.
 - c) If disclosure is legally required, the Receiving Party may disclose only the portion of information that is required and shall use reasonable efforts to limit the disclosure to the extent permitted by law.
- 8. No Pre-Commitment or Obligation to Proceed. Neither Party is committing itself to or agreeing to undertake any activity requiring the subsequent exercise of discretion by either Party. Nothing in this Agreement obligates either Party to move forward with property acquisition, Project development, or any related activity.
- 9. No Warranty. Confidential Information is provided “as is,” and neither Party makes any warranties regarding its accuracy or completeness.
- 10. Preservation of Privileges. Nothing in this Agreement shall constitute or is intended to be a waiver of any attorney client privilege, work product privilege, deliberative process privilege, or any other privilege, exemption, or immunity, including protections or requirements imposed by or available under any applicable law. All documents and other information comprising Confidential Information shall remain subject to the applicable privileges and will be kept confidential by the Parties.
- 11. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

12. Amendments. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.
13. Scope of Confidentiality Obligations. Each Party agrees that the confidentiality obligations set forth herein apply to Confidential Information shared among the Parties upon and subsequent to this Agreement's formal execution, as well as to Confidential Information that may have been communicated between and/or among the Parties and their legal counsel prior to the formal execution of the Agreement and thus, to that extent, this Agreement is intended to continue the prior understanding of the Parties regarding the confidentiality of such materials and information.
14. Survival of Confidentiality Obligations. Each Party agrees that the confidentiality obligations set forth herein shall survive the termination of this Agreement. If a Party withdraws from this Agreement, the provisions of this Agreement shall continue to apply to the Confidential Information that was shared with the withdrawing party prior to the formal execution of this Agreement as well as to the Confidential Information shared during the time period when that Party was a party to this Agreement. In addition, if this Agreement is terminated for any reason, each Party shall be obligated to continue to protect the confidentiality of Confidential Information in its possession or knowledge as of the date of termination of the Agreement as provided by law.
15. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures are acceptable and enforceable.

City and County acknowledge each has read and understands all terms, conditions and requirements set forth in this Confidentiality Agreement, and each person signing below represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Party they represent, and have full authority to bind such Party to the terms herein. Executed as of the day and year first above stated.

December____, 2025

COUNTY OF SONOMA

By: _____

Name:

Title:

December____, 2025

CITY OF SANTA ROSA

By: _____

Name:

Title: