

ATTACHMENT A

NEWPORT BEACH LECTURE HALL AUDITORIUM NAMING RIGHTS AGREEMENT

THIS AUDITORIUM NAMING RIGHTS AGREEMENT ("Agreement") is made and entered into as of this 14th day of October 2025, ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City") and the NEWPORT BEACH PUBLIC LIBRARY FOUNDATION, a California nonprofit public benefit corporation ("Foundation") and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. The Foundation is duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.
- C. The Foundation and the City have entered a Memorandum of Understanding, executed on February 24, 2022, as subsequently amended by First, Second and Third Amendments thereto (collectively, the "Amended MOU"), for the Foundation and the City to fund and the City to construct a community hall located at 1000 Avocado, Newport Beach, California ("Lecture Hall") to accommodate library, cultural, educational, informational, entertainment, civic, business and community focused events to serve the community.
- D. As described in the Amended MOU, the Foundation has agreed to raise a significant amount of money to pay for its share of the cost of the Lecture Hall, which is described as the Foundation Commitment with the remainder of the Foundation's financial commitment payable within two (2) years of the effective date of the Third Amendment to the MOU or upon the City Council adoption of the notice of completion of construction of the Lecture Hall, whichever occurs later ("Remainder of Foundation Commitment Final Payment").
- E. The City has agreed that the Foundation may offer naming rights to include signage in certain areas of the Lecture Hall as described in the Amended MOU.
- F. The Foundation is nearing completion of its fundraising efforts to meet the contribution level contemplated by the Amended MOU's Foundation Commitment. The Foundation will have achieved its fundraising goals due to the extraordinary expenditure of time and effort, diligence and use of community goodwill and contacts exercised by the Foundation through its Board of Directors and associated Beyond Books Capital Campaign.
- G. A \$1,000,000 donor to the Foundation's Beyond Books Capital Campaign, along with other six figure donors (collectively, the "Major Donors"), have assigned the naming right to the Board of Directors of the Foundation, and these Major Donors

have requested that the wall above the two entries into the auditorium area ("Auditorium") of the Lecture Hall bear the name of the Foundation. In recognition of the efforts of the Foundation in raising the money to pay its share of the costs of the Lecture Hall, the City is amenable to granting the Foundation the right to place its name above the two lobby entries to the Auditorium in the locations and with the sign design set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. ACKNOWLEDGEMENT AND NAMING RIGHTS TO THE AUDITORIUM

1.1 In grateful recognition of the generosity and fundraising efforts of the Foundation, and in reliance upon the full performance by the Foundation pursuant to its obligations under the Amended MOU including payment of the Remainder of Foundation Commitment Final Payment, the City agrees that signage in the name: "The Library Foundation Auditorium" may be placed above the two entries into the Auditorium as shown on Exhibit "A" attached hereto.

1.2 Naming rights granted to the Foundation herein shall exist for the useful life of the Lecture Hall. In the event the Lecture Hall is demolished, destroyed, or ceases to be used by the City, or if the Location is relocated or substantially renovated, the City and the Foundation will work together to determine another appropriate form of recognition for the support provided by the Foundation.

2. TERMINATION

2.1 In addition to any rights and remedies available at law, the City may, after giving the Foundation ninety (90) days' prior written notice to cure a default in payment under the Amended MOU, terminate this Agreement and remove the Foundation signage above the two entries into the Auditorium; provided however, if the Foundation cures any default in payment before removal of the Foundation's signage above the entries to the Auditorium, then such signage shall remain in place, subject to the provisions of Section 1 above.

2.2 Upon any such termination of this Agreement by the City due to a payment default of the Foundation under the Amended MOU, the City shall not have any further obligation or liability to the Foundation with respect to signage above the entries of the Auditorium as hereinabove provided.

3. PUBLICITY

For purposes of publicizing this Agreement, the City and the Foundation shall have the right, without charge, to publicize the generosity of the Foundation and use the names, likenesses, and images of Foundation Board Officers and Beyond Books Capital Campaign members in photographic, audiovisual, digital or any other form of medium and to use, reproduce, distribute, exhibit, and publish such materials in any manner in whole

or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing the Lecture Hall's activities.

4. ASSIGNMENT

This Agreement and the rights and benefits hereunder may not be assigned by any party without the prior written consent of the other parties, which consent shall be in the sole and absolute discretion of the non-assigning parties.

5. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties regarding the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by the parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

6. APPLICABLE LAW

This Agreement represents the entire agreement of the parties, supersedes all prior discussions and agreements, and may not be amended except by written agreement signed by each of the parties hereto.

7. STANDARD PROVISIONS

7.1 Advice. The City and the Foundation has each sought their own tax or legal counsel concerning this Agreement.

7.2 Waiver. A waiver by any party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

7.3 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement, or any other attachments attached hereto, the terms of this Agreement shall govern.

7.4 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

7.5 Amendments. This Agreement may be modified or amended only by a written document executed by the Foundation and the City and approved as to form by the City Attorney.

7.6 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

7.7 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

7.8 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

7.9 Binding on Successors and Assigns. This Agreement shall be binding on the Foundation, and its successors and assigns.

7.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 10/2/25

By: [Signature]
Aaron C. Harp
City Attorney

10-2-25
AF

CITY: CITY OF NEWPORT BEACH, a
California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

ATTEST:

Date: _____

**FOUNDATION: THE NEWPORT BEACH
PUBLIC LIBRARY FOUNDATION**, a

California nonprofit public benefit
corporation

Date: _____

By: _____
Molly Perry
Interim City Clerk

By: _____
Jerold D. Kappel
Chief Executive Officer

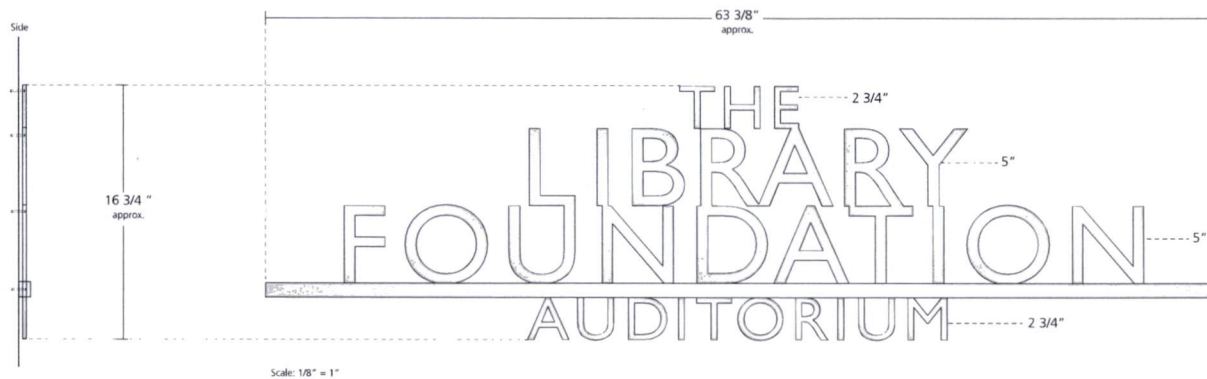
Date: _____

By: _____
Mireya Llaurado
Secretary

[END OF SIGNATURES]

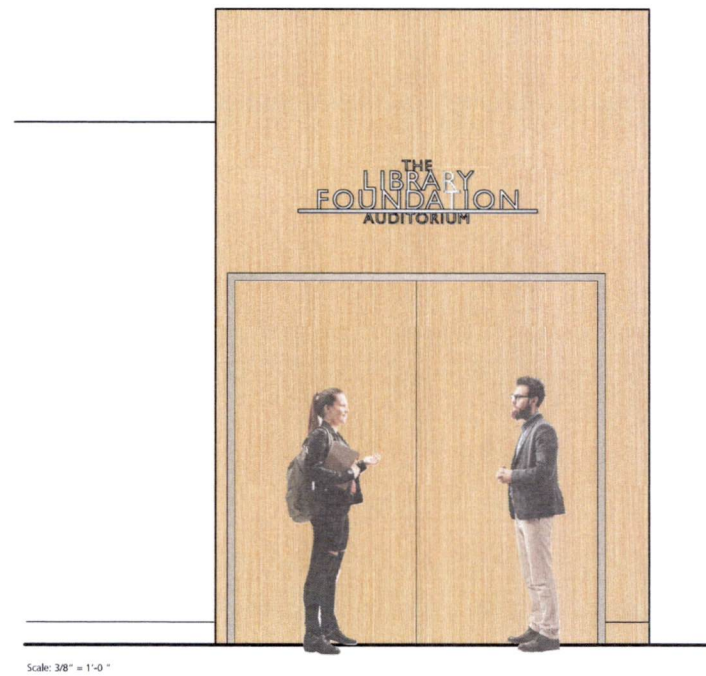
Attachments: Exhibit A – Location and Design of Signage

EXHIBIT A
LOCATION AND DESIGN OF SIGNAGE ABOVE AUDITORIUM ENTRIES



Sign Type D8.00: Auditorium Donor Recognition Sign

Precision waterjet-cut, multi-layered aluminum plate letters and horizontal rail base with painted metallic finish. Letters and rail base mount to wood veneer clad wall via all-thread studs and adhesive.



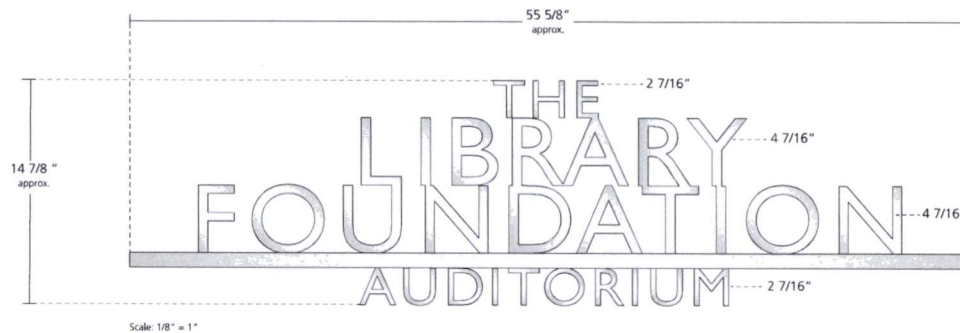
NEWPORT BEACH LIBRARY LECTURE HALL SIGNAGE PROGRAM
CONCEPTUAL DESIGN DRAWING

Gerald Stamm Design, LLC T 714.389.5208

©2025

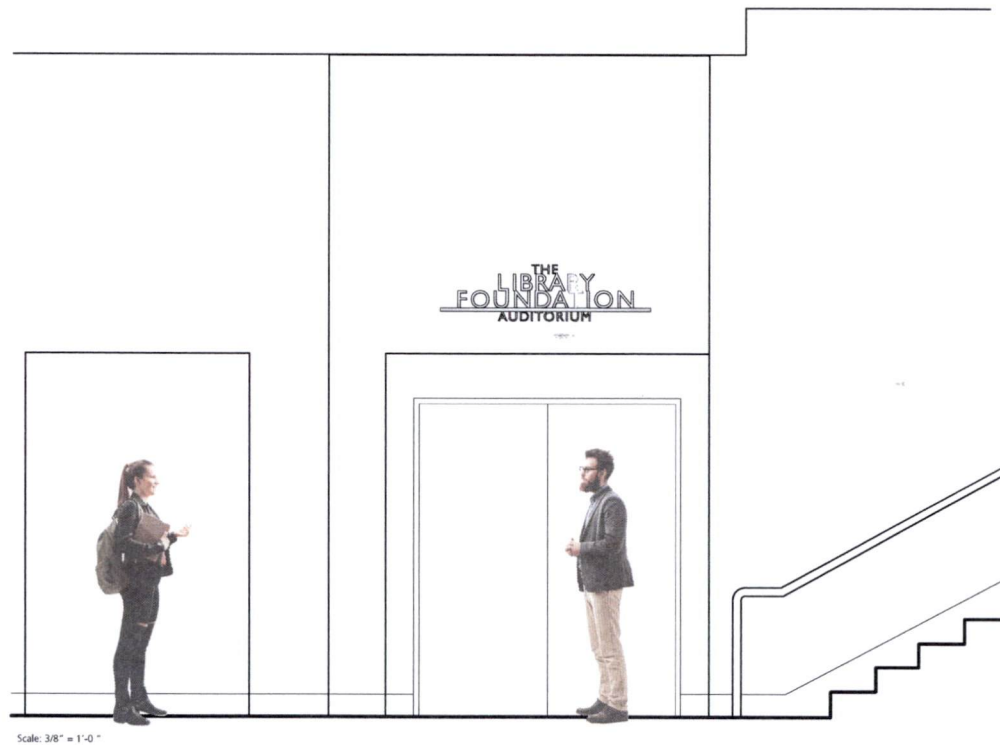
SHEET: D8.5

July 16, 2025



Sign Type D9.00: Auditorium Donor Recognition Sign / Small
 Precision waterjet-cut, multi-layered aluminum plate letters and horizontal rail base with painted metallic finish. Letters and rail base mount to wood veneer clad wall via all-thread studs and adhesive.

Note: Letter sizes is approximately 11% smaller than sign type D8.00



NEWPORT BEACH LIBRARY LECTURE HALL SIGNAGE PROGRAM
 CONCEPTUAL DESIGN DRAWING

Gerald Stamm Design, LLC T 714.389.5208

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SHEET: D9.1

July 16, 2025