

**REIMBURSEMENT AGREEMENT
FOR NFL'S VISITING PUBLIC SAFETY OFFICER (VPSO) PROGRAM**

PREAMBLE

This Reimbursement Agreement ("Agreement") is by and between Bay Area Host Committee, a California 501(c)(6) nonprofit corporation ("BAHC"), and the City of Santa Clara, California, a chartered California municipal corporation ("City"). City and BAHC may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. In preparation for Super Bowl 60 that will be hosted in Santa Clara at Levi's Stadium, the City has asked to participate in the National Football League's Visiting Public Safety Officer Program ("VPSO Program") for Super Bowl 58.
- B. BAHC is responsible for the overall coordination and planning of Super Bowl 60.
- C. The City's participation in the VPSO Program will require the City to incur various travel costs and expenses. City intends to provide up to eight (8) public safety staff members to participate in the VPSO Program.
- D. It is the Parties' intention to enter into a Government Services Agreement for Super Bowl 60 which will address future planning and training costs such as the VPSO program. However, in advance of the documentation and execution of any such agreement, and in the interests of partnership with the City, BAHC has agreed to reimburse the City for certain Eligible Costs (as defined below) to be incurred by the City in connection with the VPSO Program, on the terms set forth herein. The Parties agree that this is a limited, one-time arrangement, and should not be construed as authority or precedent for any future requests by the City for cost reimbursement.

In consideration of the recitals and mutual promises contained herein, the Parties agree as follows:

AGREEMENT PROVISIONS

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide for payment by BAHC of all Eligible Costs (as defined below) directly incurred by the City in connection with the VPSO Program.

2. REIMBURSEMENT OBLIGATION

- A. BAHC shall reimburse the City for travel expenses associated with the City public safety staff's participation in the VPSO Program, including the City's

expenses incurred for airfare, ground transportation, hotel, and per-diem (collectively, the "Eligible Costs") in accordance with this Agreement.

B. The maximum compensation for Eligible Costs payable to the City under the terms of this Agreement is Fifteen-Thousand Dollars and No Cents (\$15,000.00), meaning that Eligible Costs should be approximately between \$1875.00 and \$2143.00 per person (depending on whether 7 or 8 people participate) up to a maximum total of \$15,000.00. Under no circumstances will BAHC reimburse the City for more than the \$15,000.00 total and for any costs that are not properly and clearly documented.

3. PAYMENT OF ELIGIBLE COSTS

The City shall submit to the BAHC an invoice with reasonable supporting documentation (*i.e.*, actual receipts, statements, proof of purchase, and invoices showing that payment was made) evidencing the Eligible Costs expended by the City for the VPSO Program. BAHC shall submit payment to the City within sixty (60) days of receipt of the invoice.

4. TERM; TERMINATION OF AGREEMENT

A. The term of this Agreement shall be from the Effective Date until the date the services identified in Recital C have been fully performed and paid for, unless terminated earlier.

B. Any Party may terminate this Agreement without cause by giving the other Parties written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than ten (10) calendar days after all Parties receive such notice. BAHC shall have no obligation to pay any Eligible Costs incurred on or after the effective date of the termination, but shall remain responsible for any Eligible Costs incurred prior to the effective date of the termination.

C. In the event of termination of this Agreement, the City shall prepare a statement of all Eligible Costs (with reasonable supporting documentation (as described above) incurred by the City. BAHC will only reimburse the City for any Eligible Costs incurred prior to the effective date of the termination.

5. AMENDMENT

This Agreement may only be amended in a writing signed by all Parties. The City and BAHC acknowledge and agree that subsequent parties may be added to this Agreement by way of amendment to establish such subsequent parties' responsibility for their proportional share of Eligible Costs.

6. INTEGRATED DOCUMENT

This Agreement represents the entire agreement between the City and BAHC. No other understanding, agreements, conversations, or otherwise, with any

representative of any Party prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon any Party.

7. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

8. WAIVER

Waiver of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

9. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to the City addressed as follows:

City of Santa Clara
Attention: Chuck Baker, Assistant City Manager
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 247-9857

to BAHC addressed as follows:

Nixon Peabody LLP
One Embarcadero Center, 32nd Floor
San Francisco, CA 94111
United States of America
Attention: Robert A. Weikert (rweikert@nixonpeabody.com)
Sonia A. Nayak (snayak@nixonpeabody.com)
Matthew Richards (mrichards@nixonpeabody.com)
Copy: Zaileen Janmohamed (zaileen@bayareahostcommittee.com)

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

10. CAPTIONS

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

11. LAW GOVERNING CONTRACT AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by any Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

12. COUNTERPARTS AND SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument, and the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

[Signatures on following pages]

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:



GLEN R. GOOGINS
City Attorney

Dated: 2/26/24



JOVAN D. GROGAN
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BAY AREA HOST COMMITTEE

a California 501(c)(6) nonprofit corporation
2/14/2024

Dated: 2/14/2024
By: Zaileen Janmohamed
E563DD3531CE46B...
(Signature)

Name: Zaileen Janmohamed

Title: President and CEO, Bay Area Host Committee

Local

Address: 4949 Marie P. DeBartolo Way

Santa Clara, CA 95054

Email

Address: Zaileen@bayareahostcommittee.com

Telephone: (650) 880-3810

Fax: ()

"BAHC"