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REIMBURSEMENT AGREEMENT [Super Bowl LX Pre-Agreement Expenses]

This REIMBURSEMENT AGREEMENT [Super Bowl LX Pre-Agreement Expenses] (“Agreement”) is entered into effective as of March 8, 2025 (“Effective Date”) 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. On May 22, 2023, the NFL announced its selection of Levi’s Stadium (“Stadium”) as the host facility for Super Bowl LX (“Super Bowl 60”), anticipated to be held on February 8, 2026.
- B. In preparation for Super Bowl 60 at the Stadium, City has been collaborating with BAHC and providing event specific public safety planning, coordination, and preparation services (“Event Planning Work”). Related thereto, City has been incurring labor costs, travel costs and other out of pocket expenses (“Event Planning Costs”).
- C. Pending finalization of terms for an Interim Funding Agreement (“IFA”) with respect to Event Planning Costs incurred by City starting January 1, 2025, BAHC has agreed to reimburse City for a portion of City’s previously incurred Event Planning Costs on the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the recitals and mutual promises contained herein, the Parties agree as follows:

AGREEMENT PROVISIONS

1. Reimbursement of Pre-Agreement Costs. Subject to the terms set forth herein, BAHC agrees to reimburse City for expenses related to the Event Planning Work in the amount of Sixty-One Thousand Dollars and Twenty-Four Cents (\$61,000.24), incurred by City from July 1, 2024 to December 31, 2024 (“Pre-Agreement Costs”). Such Pre-Agreement Costs are summarized on **Exhibit A** attached hereto. This Agreement relates only to Pre-Agreement Costs.

2. Parties to Meet and Confer on Additional Pre-Agreement Costs. City incurred an additional (approximately) Four Thousand Dollars (\$4,000) of costs in connection with a training event that occurred on or about November 2024 (“Additional Training Costs”). The Parties agree to meet and confer regarding the Additional Training Costs to determine if BAHC will also agree to reimburse the Additional Training Costs.

3. Invoice and Payment. BAHC agrees to reimburse City for the Pre-Agreement Costs within thirty (30) days after receipt of an invoice from City. Such

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invoice shall attach the backup information previously approved by BAHC with respect to such costs.

4. No Other Agreement. 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.

5. Counterparts. 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.

6. Signatures. The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized signatories effective as of the Effective Date.

“BAHC”

BAY AREA HOST COMMITTEE

a California 501(c)(6) nonprofit corporation

DocuSigned by:

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Zaileen Janmohamed
President & CEO

“CITY”

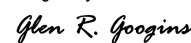
CITY OF SANTA CLARA, CALIFORNIA

a chartered California municipal corporation

Signed by:

6EAD88DEDE6C343A...
JOVAN D. GROGAN
City Manager

APPROVED AS TO FORM:

Signed by:

74G9310B5EAF460...
GLEN R. GOOGINS
City Attorney

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EXHIBIT A**PRE-AGREEMENT EXPENSES**

<u>Month/Department</u>	<u>Total Costs</u>
July	\$2,726.71
Police	2,462.77
Fire	263.94
August	\$11,266.88
Police	11,139.89
Fire	126.99
September	\$13,921.73
Police	13,489.96
Fire	329.88
Public Works	101.89
October	\$5,426.31
Police	5,426.31
November	\$13,969.24
Police	13,375.43
Fire	593.81
December	\$13,689.37
Police	13,505.98
Fire	183.39
Grand Total	\$61,000.24