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**INTERIM FUNDING AGREEMENT
FOR FIFA PLANNING AND PREPARATION ACTIVITIES**

PREAMBLE

This Interim Funding Agreement (“Agreement”) is dated as of July 1, 2024 (“Effective Date”) and is entered into 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 January 17, 2018, ManCo entered into that certain Stadium Agreement by and among United States Soccer Federation, Inc. (“USSF”) and StadCo, as addended by that certain Addendum to Hosting Agreements by and among Federation Internationale de Football Association (“FIFA”), StadCo and BAHC, entered into by ManCo and BAHC as of June 13, 2022 (together with any annexes, exhibits, and schedules thereto and any related future agreements, amendments and addendums, the “Stadium Agreement”).
- B. In preparation for FIFA World Cup 2026 that will be hosted in Santa Clara at Levi’s Stadium, the City will be collaborating with BAHC and providing public safety planning, coordination, and preparation services for the FIFA World Cup 2026 (“Event Planning Work”).
- C. BAHC is responsible for the overall coordination and planning of FIFA World Cup 2026.
- D. The City’s provision of Event Planning Work will require the City to incur City labor costs, travel costs and other out of pocket expenses (“Event Planning Costs”).
- E. It is the Parties’ intention to enter into one or more agreements for FIFA World Cup 2026 which will address future costs for Event Planning Work beyond the term of this agreement, other event planning, training and preparation services, actual event support services, and such other terms and conditions as may be mutually agreed to by the Parties. However, in advance of the documentation and execution of any such agreement(s), and in the interests of collaboration with the City on necessary event planning activities, BAHC has agreed to reimburse the City for certain “Eligible Costs” (defined below) to be incurred by the City in connection with the Event Planning Work, on the terms set forth herein. The Parties agree that this is a limited time arrangement and should not be construed as authority or precedent for any requests by the City for cost reimbursement beyond the term of this Agreement.

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

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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 provision of Event Planning Work for FIFA World Cup 2026.

2. REIMBURSEMENT OBLIGATION

2.1. Subject to the terms set forth herein, BAHC shall reimburse the City for expenses related to the Event Planning Work, which expenses shall include police, fire and public works staffing costs and expenses associated with the planning, coordination, and preparation of FIFA World Cup 2026 from the Effective Date (collectively, the "Eligible Costs"). The maximum amount of Eligible Costs to be paid by BAHC to the City under the terms of this Agreement is One Hundred Fifty Thousand Dollars (\$150,000) ("Interim Agreement Maximum Payment").

2.2. In budgeting for the Event Planning Work, the City has developed an initial estimated allocation of staff costs into categories ("Initial Estimated Cost Allocation"). This Initial Estimated Cost Allocation is attached hereto as **Exhibit A**. The City shall track the amount of Eligible Costs actually incurred in relation to the Initial Estimated Cost Allocation and shall provide BAHC with written reports of expenditures against the Initial Estimated Cost Allocation together with a summary of activities undertaken monthly in accordance with the procedure set forth below in Section 3.

2.3. The Parties agree that, absent a written amendment to this Agreement, in no event shall the maximum reimbursement amount for Eligible Costs payable to the City under the terms of this Agreement exceed the Interim Agreement Maximum Payment set forth in Section 2.1 above.

2.4. Any potential reimbursement of expenses associated with training, travel and/or capital costs must be approved by BAHC in advance of the expenditure of any funds. City shall provide BAHC with a summary of anticipated costs, explanation of need and if for travel, personnel assigned.

2.5. The Parties agree to have their respective designated representatives meet and confer from time to time in order to ensure that all necessary Event Planning Work activities are being conducted to assure that all applicable FIFA, federal, state and local public safety requirements are being met, while also proper consideration is being given to fair and appropriate allocation of costs and efficient resource management.

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3. REIMBURSEMENT OF ELIGIBLE COSTS

Eligible Costs shall be reimbursed as follows:

- a) Subject to the City's satisfaction of the conditions to reimbursement set forth herein, BAHC shall authorize the reimbursement of Eligible Costs on a monthly basis.
- b) City shall submit a "Reimbursement Request" to BAHC for the Eligible Costs incurred each month in the form attached hereto as **Exhibit B**.
- c) Each Reimbursement Request shall include an invoice detailing the requested reimbursement amount and a description of the work by category as set forth on **Exhibit B**. Submittals should also include, reasonable supporting documentation (*i.e.*, timecard reports by position, actual receipts, statements, proof of purchase, and invoices showing that payment was made) evidencing the Eligible Costs expended by the City for Event Planning Work.
- d) Upon receipt of the Reimbursement Request, BAHC shall have ten (10) days to review and confirm such request contains all relevant and required supporting documentation for Eligible Costs. If BAHC reasonably determines that any information or documentation is missing or incomplete, BAHC shall notify City and City shall agree to work in good faith to provide BAHC with the requested information within five (5) days of receipt of such request. Such Reimbursement Request shall be deemed to be "complete" when BAHC has received the reasonably requested information needed to review the Reimbursement Request (the "Completed Reimbursement Request").
- e) BAHC shall: (1) within fifteen (15) days after receipt of the Completed Reimbursement Request, inform the City of the amount approved per the Reimbursement Request and, in the event the full amount has not been approved, confirm the amount of the Reimbursement Request that has not been approved, and (2) within sixty (60) days thereafter, submit payment to the City in the form of a check or wire transfer (as City may specify) the full amount requested, less any disputed amount. In the event BAHC reasonably disputes any portion of the Reimbursement Request, BAHC and City agree to meet and confer in good faith to resolve the dispute.
- f) Reserved.

4. TERM; TERMINATION OF AGREEMENT

4.1 This Agreement shall terminate the earlier of (i) December 31, 2024, or (ii) upon the execution of the Assignment and Assumption Agreement, unless terminated earlier per Section 4.2 below.

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4.2 Either Party may terminate this Agreement without cause by submitting electronic or written notice to other party (“Notice of Termination”), which notice shall be labeled as “Notice of Termination” and clearly communicate such Party’s intent to terminate the Agreement. The Notice of Termination shall become effective five (5) business days after such notice is sent (“Termination Date”). BAHC shall have no obligation to pay any Eligible Costs incurred on or after the Termination Date but shall remain responsible for any Eligible Costs incurred prior to the Termination Date. Any remaining Eligible Costs incurred prior to the Termination Date shall be processed in accordance with the procedure set forth above in Section 3.

4.3 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 Termination Date.

5. AMENDMENT

5.1 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.

5.2 Within ten (10) days following the City’s submittal of a Reimbursement Request that exceed One Hundred Twenty-Five Thousand Dollars (\$125,000) (the “Threshold Amount”) in the aggregate amount of reimbursement requested hereunder, the City shall submit a written request for the Parties agree to meet and confer on the terms for possible increase of the Interim Agreement Maximum Payment Amount. The foregoing requirement shall not apply in the event the Parties have agreed to a more permanent agreement for BAHC reimbursement of City costs at the time the Threshold Amount has been reached.

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.

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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
Attention:
Chuck Baker, Assistant City Manager (cbaker@santaclaraca.gov)
Elizabeth Koltz, Assistant City Attorney (eklotz@santaclaraca.gov)

to BAHC addressed as follows:

Bay Area Host Committee
444 Castro Street, Suite 150
Mountain View, CA 94041
Attention:
Zaileen Janmohamed (zaileen@bayareahostcommittee.com)
Ruth Shikada (ruth.shikada@bayareahostcommittee.com)
With copy to:
Attention:
Robert A. Weikert (rweikert@nixonpeabody.com)
Sonia A. Nayak (snayak@nixonpeabody.com)
Matthew Richards (mrichards@nixonpeabody.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.

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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]

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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.

BAY AREA HOST COMMITTEE

a California 501(c)(6) nonprofit corporation

DocuSigned by:
Zaileen Janmohamed
9F824D4008BC4FB...
Zaileen Janmohamed
President & CEO

CITY OF SANTA CLARA, CALIFORNIA

a chartered California municipal corporation

DocuSigned by:
Jovan D. Grogan
5EAD88DED5C343A...
JOVAN D. GROGAN
City Manager

APPROVED AS TO FORM:

Signed by:
Glen R. Googins
74C9210BEEAE460...
GLEN R. GOOGINS
City Attorney

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EXHIBIT A

INITIAL ESTIMATED COST ALLOCATION

<u>Eligible Cost Category</u>	<u>Total Costs</u>
Fire (13%)	\$ 19,500
Police (69.5%)	\$ 104,250
Public Works (17.5%)	\$ 26,250
Grand Total	\$ 150,000

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EXHIBIT B

REIMBURSEMENT REQUEST

Pursuant to that certain Interim Funding Agreement dated effective as of July 1, 2024, City hereby requests BACH to reimbursement the Eligible Costs set forth below:

REQUEST DATE	REIMBURSEMENT REQUEST AMOUNT	AMOUNT PREVIOUSLY FUNDED	BALANCE REMAINING (CAP AT \$150,000K)

ELIGIBLE COST CATEGORY	AMOUNT REQUESTED	NOTES
Staff Time		
Police/Fire/Public Works		
-- Planning: Administration (not recruiting)		
-- Planning: Large Scale Meetings with Outside Agencies/Stakeholders		
-- Planning: Recruiting & Hiring	--	N/A for IFA
-- Planning: Community Relations and PIO/Communications	--	N/A for IFA
-- Planning: Operations - Interior (e.g., Tactical, Explosive, Escorts, Civil Disobedience)		
-- Planning: Operations - Exterior (e.g., Multiagency Staffing, Credentialing, Interoperability)		
-- Planning: Operations – Federal, State, & Other Agencies (e.g., Intelligence, Cyber, Aviation, Human Trafficking)		
-- Planning: Traffic & Transportation		
-- Planning: Fire Operations (e.g., EMS/Medical, Emergency Management, HazMat, Public Health, Fire Prevention)		

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-- Training and Conferences		
Other Reimbursables:		
TOTAL	\$	

Attached hereto is the backup, detail and support required per Section 3(c) of the Agreement. For staff time, back up detail shall include the following: (a) [name and] title of staff member; (b) date(s) work performed; and (c) hours worked (recorded in .25 of an hour/15 minute increments).

City:

By: _____
Name: _____
Title: _____