

FINAL

**INTERIM FUNDING AGREEMENT
FOR SUPER BOWL LX PLANNING AND PREPARATION ACTIVITIES**

PREAMBLE

This Interim Funding Agreement ("Agreement") is dated as of January 1, 2025 ("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 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. Because Super Bowl 60 is a "NFL Game" and "League Event" for purposes of that certain Amended and Restated Stadium Lease Agreement dated June 19, 2013 ("Stadium Lease") between the Santa Clara Stadium Authority ("Authority") and Forty-Niners SC Stadium Company, LLC, a Delaware limited liability company (StadCo), Article 21 of the Stadium Lease contemplates that the Authority, StadCo, and one or more third parties, such as an "event host committee," intend to enter into a "League Event Agreement" setting forth, among other terms, each Party's responsibilities for hosting the Super Bowl at the Stadium.
- C. BAHC has been designated by the National Football League ("NFL") as the "event host committee" for Super Bowl 60, and as such is responsible for the overall local coordination and planning of Super Bowl 60.
- D. In preparation for Super Bowl 60 at the Stadium, City/Authority has been collaborating with BAHC and StadCo and providing event specific public safety planning, coordination, and preparation services ("Event Planning Work"). Such parties expect to soon be exchanging and negotiating terms for the required Super Bowl 60 League Event Agreement ("League Event Agreement").
- E. 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").
- F. It is the Parties' intention to enter into one or more agreements for Super Bowl 60, including a League Event Agreement, 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

FINAL

the interests of collaboration with the City on necessary event planning activities, and subject to its rights under and the terms of the League Event Agreement, 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 temporary, limited time arrangement and should not be construed as authority or precedent for any requests by BAHC for Event Planning Work or by City for cost reimbursement for such work beyond the scope and term of this Agreement.

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

AGREEMENT PROVISIONS

1. PURPOSE OF AGREEMENT

In accordance with the above recitals, and on the terms set forth below, BAHC has agreed to pay Eligible Costs (as defined below) directly incurred by the City in connection with the provision of Event Planning Work for Super Bowl 60.

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, subject to approval by BAHC as set forth below, police, fire/office of emergency management and public works staffing costs at City’s standard full cost recovery rates and related out of pocket expenses associated with the planning, coordination, and preparation for Super Bowl 60 from and after the Effective Date (collectively, the “Eligible Costs”). Eligible Costs shall consist of the amounts incurred by City and approved by BAHC under the terms of this Agreement commencing as of the Effective Date and through the Termination Date as provided in Section 4.1, below (“Interim Event Costs”). The maximum amount of Interim Event 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”). Any provisions for how amounts paid under the terms of this Agreement are to be treated under the terms of the League Event Agreement will be included in the League Event Agreement itself.

2.2. In budgeting for the Event Planning Work during the term of this Agreement, the City has developed an initial estimate of Eligible Costs, including a projected allocation of staff costs into categories (“Initial Cost Estimate”). This Initial Cost Estimate is attached hereto as **Exhibit A**. The City shall track the amount of Interim Event Costs actually incurred in relation to the Initial Cost Estimate allocations and shall provide BAHC with written reports of expenditures against such allocations together with a summary of activities undertaken monthly in accordance with the procedure set forth below in Section 3. The Parties acknowledge that City’s cost allocations within the overall Initial Cost Estimate are projections only, that City’s actual “Eligible Costs” for which City seeks reimbursement might not align with such allocations, and that any such misalignment shall not, by itself, constitute a basis for

FINAL

BAHC to dispute a request for otherwise reimbursable Eligible Costs under the terms of this Agreement.

2.3. The Parties agree that, absent a written amendment to this Agreement, in no event shall the maximum reimbursement amount for Interim Event 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. From January 1, 2025 and forward during the term of the Agreement, in addition to City's obligations under Section 2.5, below, prior to incurring expenses (either out of pocket costs or staff time) for which City will be seeking reimbursement as "Eligible Costs" associated with all training, both on-site and off-site, travel and/or capital costs City must provide BAHC with a summary of anticipated costs, explanation of need, and if for training or travel, the number of personnel proposed to be assigned ("Proposed Training/Travel/CapEx Budget"). City shall consider, in good faith, BAHC input on the Proposed Training/Travel/CapEx Budget but shall reserve the right in its sole discretion to determine the training, staffing and capital expenditures it deems necessary to assure public safety at Super Bowl 60, and to seek and obtain reimbursement therefor. BAHC shall reserve the right to dispute any submittal for reimbursement of such costs on the basis that (a) such costs were not reasonable, and (b) for any such costs incurred after March 20, 2025, because City failed to follow the process set forth in this Section 2.4. The Parties acknowledge and agree that training opportunities may be presented by third parties on short notice. City will advise BAHC as soon as it learns of any such opportunities that it wants to participate in, and the Parties will use their best efforts to ensure quick turn arounds for City training budget/staffing submittals and BAHC responses that will be necessary under these circumstances pursuant to this Section 2.4.

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 (a) to assure that all applicable NFL, federal, state and local public safety requirements are being met, (b) proper consideration is being given to fair and appropriate allocation of costs and efficient resource management; and (c) that Event Planning Work involving both Super Bowl and FIFA World Cup City/Stadium Authority is not resulting in duplicative requests for Eligible Costs reimbursement, and that proper allocations of costs are being made between the two major events.

2.6 City and other regional and local law enforcement agencies with the responsibility to provide public safety support services in connection with Super Bowl 60 activities to occur within the region, and at or around the Stadium, have been invited by the NFL to participate in the NFL's Visiting Public Safety Officer Program ("VPSO Program") for Super Bowl 59 in New Orleans, LA. BAHC's contribution towards City's VPSO Program costs has been resolved under a separate agreement and shall not be an Eligible Cost subject to reimbursement hereunder. Similarly, BAHC reimbursement of City's Eligible Costs for the time period of July 1, 2024 through December 31, 2024 have been resolved pursuant to the terms of that certain Reimbursement Agreement

FINAL

[Super Bowl LX Pre-Agreement Expenses] between the Parties dated March 8, 2025 and shall not be subject to reimbursement hereunder.

3. REIMBURSEMENT OF ELIGIBLE COSTS

Eligible Costs shall be reimbursed as follows:

- a) Subject to the City's full satisfaction of the conditions to reimbursement set forth herein, BAHC shall authorize the reimbursement of all Interim Event Costs on a monthly basis.
- b) City shall submit a "Reimbursement Request" for Interim Event Costs to BAHC in the form attached hereto as **Exhibit B**. City shall submit a Reimbursement Request on a prompt and timely basis and no later than sixty(60) days after a purported Eligible Cost is incurred. BAHC reserves the right to dispute any Reimbursement Request or purported Eligible Cost not timely submitted per the foregoing..
- c) Each Reimbursement Request shall include an invoice detailing the requested reimbursement amount, hours per position, and a general description of the work by category as set forth on **Exhibit B**. Submittals should also include reasonable supporting documentation (*i.e.*, actual receipts, statements, proof of purchase, and invoices showing that payment was made for all incurred expenses, including out-of-pocket expenses) evidencing the Interim Event 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 Interim Event Costs. If BAHC reasonably determines that any information or documentation is missing or incomplete, or that further information is needed, 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. In the event that BAHC and City are unable to resolve any dispute over a

FINAL

Reimbursement Request, either party may submit the dispute to binding arbitration for resolution as provided in Section 6, below.

4. TERM; TERMINATION OF AGREEMENT

4.1 This Agreement shall terminate the earlier of (i) May 31, 2025, or (ii) upon the execution of the League Event Agreement, unless terminated earlier per subsection (b) below ("Termination Date").

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 Eligible Costs incurred prior to the Termination Date.

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. City's request for reimbursement of Eligible Costs shall be processed in accordance with the procedures set forth above in Section 3, above, including BAHC's right to dispute such costs. 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 exceeds One Hundred Twenty Thousand Dollars (\$120,000) (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. DISPUTE RESOLUTION

If a dispute arises regarding a Request for Payment and if, after meeting and conferring in good faith to resolve such dispute(s) BAHC and City have been unable to reach agreement, then either party be tender such disputes to binding arbitration for resolution ("Arbitration"). The Arbitration shall be conducted on a confidential basis with JAMS in the County of Santa Clara. Any such arbitration shall be conducted by an arbitrator approved by both parties with experience resolving similar matters. Any decision or award as a result of such arbitration shall be in writing and shall provide an

FINAL

explanation for all conclusions of law and fact. Any award of arbitration may be confirmed in a court of competent jurisdiction. The costs of such arbitration shall be shared 50/50 by the parties, and each party shall bear the cost of their own attorney's fees.

7. 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.

8. 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.

9. 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.

10. 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)
Glen Googins, City Attorney (ggoogins@santaclaraca.gov)

FINAL

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.

11. 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.

12. 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.

13. 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]

FINAL

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:

Zaileen Janmohamed

9F824D4008BC4FB...

Zaileen Janmohamed

President & CEO

“CITY”

CITY OF SANTA CLARA, CALIFORNIA

a chartered California municipal corporation

Signed by:

Jovan D. Grogan

5EAD88DED5C343A...

JOVAN D. GROGAN

City Manager

APPROVED AS TO FORM:

Signed by:

Glen R. Googins

72C9210BEEAE400...

GLEN R. GOOGINS

City Attorney

FINAL

EXHIBIT A
INITIAL ESTIMATED COST ALLOCATION

<u>Eligible Cost Category</u>	<u>Total Costs</u>
Fire/OEM (21.5%)	\$ 32,250
Police (76.0%)	\$114,000
Public Works (2.5%)	\$3,750
Grand Total	\$150,000

FINAL**EXHIBIT B****REIMBURSEMENT REQUEST FORM**

Pursuant to that certain Interim Funding Agreement dated effective as of January 1, 2025, City hereby requests BAHC to reimbursement the Eligible Costs set forth below.

REQUEST DATE	REIMBURSEMENT REQUEST AMOUNT	AMOUNT PREVIOUSLY FUNDED	BALANCE REMAINING (1) (CAP AT \$150,000)

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)		

FINAL

--Training and Conferences		
Other Reimbursables:		
TOTAL	\$	

(1) Balance remaining is calculated on the assumption that all invoices have been accepted

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: _____