

**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 will be participating in the National Football League's Visiting Public Safety Officer Program ("VPSO Program") for Super Bowl 59.
- B. As the host of Super Bowl 60, BAHC is responsible for the coordination and planning of Super Bowl 60.
- C. The City's participation in the VPSO Program will require City to incur various travel costs and expenses. City intends to provide approximately 14 staff members to participate in the VPSO Program.
- D. BAHC will be reimbursing the City for certain Eligible Costs to be incurred by City in connection with the VPSO Program, as set forth herein.

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 a portion of the Eligible Costs (defined below) directly or indirectly incurred by City in connection with the VPSO Program.

2. REIMBURSEMENT OBLIGATION

- A. Subject to the terms of this Agreement, BAHC shall reimburse the City for travel expenses and staff time associated with City staff's participation in the VPSO Program, including City's staff costs for hours of actual participation in the VPSO Program, and expenses incurred for airfare, ground transportation, hotel, and per-diem (collectively, the "Eligible Costs") in accordance with this Agreement.

B. During the term of this Agreement, the maximum reimbursement by BAHC for Eligible Costs payable to the City is One Hundred Thousand Dollars and No Cents (\$100,000.00) ("BAHC's VPSO Contribution Amount").

C. City's total VPSO Program Eligible costs are estimated to exceed BAHC's VPSO Contribution Amount. City will pursue reimbursement of VPSO Program expenses above BAHC's VPSO Contribution Amount from StadCo, involved federal and state agencies and, if necessary, if Stadium Authority approves funding a portion of such expenses as an appropriate Stadium Authority expense, the Stadium Authority.

3. PAYMENT OF ELIGIBLE COSTS

The City shall submit to the BAHC an invoice with reasonable supporting documentation evidencing that Eligible Costs equal to or greater than BAHC's VPSO Contribution Amount were expended by the City. BAHC shall submit payment to the City within 30 days of receipt of invoice.

4. TERM

The term of this Agreement shall be from the Effective Date until the date that BAHC's VPSO Contribution Amount has been fully paid.

5. AMENDMENT

This Agreement may only be amended in a writing signed by all Parties.

6. INTEGRATED DOCUMENT

This Agreement represents the entire agreement between 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 City addressed as follows:

City of Santa Clara
Attention: Chuck Baker, Assistant City Manager
1500 Warburton Avenue
Santa Clara, California 95050
or by email: (cbaker@santaclaraca.gov)

Copy: Glen R. Googins (ggoogins@santaclaraca.gov)

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.

[NEXT PAGE IS SIGNATURE PAGE]

[SIGNATURE PAGE TO REIMBURSEMENT AGREEMENT
FOR NFL’S VISITING PUBLIC SAFETY OFFICER (VPSO) PROGRAM]

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.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: 2/13/2025 | 12:30 PM PST

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

DocuSigned by:
Jovan Grogan
JOVAN D. GROGAN
City Manager

“CITY”

BAY AREA HOST COMMITTEE
a California 501(c)(6) nonprofit corporation

Dated: 1/31/2025 | 11:00 AM PST

By: DocuSigned by:
Zaileen Janmohamed
Zaileen Janmohamed
President & CEO

“BAHC”