

AMENDMENT

3 A

I MOVE that the City Council INSTRUCT the City Administrative Officer (CAO) and Chief Legislative Analyst (CLA), and REQUEST the City Attorney to amend the First Amendment to the Games Agreement as follows (with **strikeout** text referring to deletions, and **bold** text referring to insertions):

- Amend Section 1.1 as follows:

“12.4.5 The Allocated Contingency may only be utilized for the following purposes, in order of priority:

- First, to cover ~~OCOG~~ **the Parties'** expenditures in the event that other actual or projected OCOG revenues (including the Unallocated Contingency) are not available to cover the expenditures;
- ~~Then, disbursed to the City for Games-related expenditures incurred by the City as determined by the VSA or the NSSE process that are not reimbursed by any relevant entities; and~~
- Then, disbursed to the Legacy Entity as surplus 2028 Games profits in accordance with the Host City Contract.”

- Strike Section 1.2 of the First Amendment to the Games Agreement in its entirety.
- Amend Section 8.1.1.1 as follows:

8.1.1.1 As used in this Games Agreement, the term “Surplus” means the cash surplus resulting from cash revenues minus cash expenses; **after paying for all of the Parties' expenditures**, in relation to the OCOG Budget and calculated at the determination of the OCOG's final contingent liabilities.

PRESENTED BY:


NITHYA RAMANI
Councilmember, 4th District

SECONDED BY:



ORIGINAL

 **AUG 12 2026**