



Action on a Proposed League Event Agreement with the Bay Area Host Committee, Forty Niners SC Stadium Company, LLC, and Forty Niners Stadium Management Company LLC to Host Super Bowl LX At Levi's® Stadium

Item #7, September 23, 2025

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Agenda

- Introduction
- Background
- Overview of SBLX Negotiations
- Key Terms of the League Event Agreement
- Staff Recommendation

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Introduction

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Introduction

- A prior draft of the League Event Agreement was first presented at the August 26, 2025 meeting for discussion and feedback.
- We will present updated terms of the proposed League Event Agreement for hosting Super Bowl LX (SBLX) for City Council/Stadium Authority Board's consideration.
- League Event Agreement provides:
 1. City of Santa Clara will be the lead local agency providing security at the Stadium for the SBLX game and related events.
 2. Reimbursement of the City's Event Expenses (*inclusive of planning and demobilization*).
 3. Safeguards for City and Stadium Authority that mitigate potential risk and liability.

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Background

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2026 Major Events

- On February 8, 2026, Levi's® Stadium will host SBLX.
- Levi's® Stadium will also host six FIFA World Cup 2026 (FWC26) matches between June 13 – July 1, 2026.
- Since 2023, City and Stadium Authority have been working with the host committee, Forty Niners, and other key stakeholders to plan and implement the services and stadium improvements necessary to support the events.

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SB50 Bid Process

- On February 7, 2016, Levi's® Stadium hosted Super Bowl 50 (SB50).
- As part of the bid package, NFL required that local jurisdictions hosting Super Bowl events provide assurances on public safety, fire, emergency medical, and other governmental services to support the Super Bowl.
- A non-profit, San Francisco Bay Area Super Bowl Host Committee (Host Committee), was formed for purposes of submitting the bid and hosting SB50 at Levi's® Stadium.
- In March 2013, the City and NFL entered into a Super Bowl L Stadium License MOU that the Stadium would comply with the requirements set forth in the bid specifications.
- In March 2013, the City and Stadium Authority entered into a Super Bowl L and LI Governmental Services Agreement (SB50 Agreement) with the Host Committee and Forty Niners SC Stadium Company (StadCo).

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SB50 Agreement

- SB50 Agreement included:
 - Host Committee's agreement to reimburse City for planning, training and deployment costs for police, fire, emergency medical, and other governmental services (e.g., traffic management, planning, building inspection, and public right-of-way clean up)
 - Budget, cost allocation, and reimbursement process
 - No Stadium rental fee for the Super Bowl
 - No Convention Center rental fee for Host Committee's use for NFL On Location and an accreditation center
 - No Senior or Youth Program Fee to be collected through ticket sales, but the Host Committee agreed to efforts to ensure grant funds were awarded to youth organizations in the City or alternatively to make a \$25,000 donation to the City for the Senior and Youth Program Fee (if there were leftover funds after other obligations)

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SBLX Bid Process

- Since 2018, Super Bowl bidding process has transitioned from a competitive approach to a more streamlined method.
- NFL now identifies a city/team to host the event and presents the terms for hosting.
- SBLX Bid Timeline:
 - **2022:**
 - Bay Area Host Committee (BAHC) was reactivated.
 - Formal bid to host Super Bowl LX (SBLX) was developed.
 - **Early 2023:** Bid submitted.
 - **May 22, 2023:** NFL and team owners awarded SBLX to the Forty Niners and Levi's® Stadium.

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Reimbursement Agreements

Agreement	Agreement Term / Reimbursement Period	Reimbursement Amounts
Reimbursement Agreement for SB58 VPSO Program	February 26, 2024 - Until services have been fully performed and paid for	<ul style="list-style-type: none"> • \$15,000 maximum • \$14,155.57 invoiced & received
Reimbursement Agreement for SB59 VPSO Program	February 13, 2025 - Until services have been fully performed and paid for	<ul style="list-style-type: none"> • \$100,000 maximum • \$100,000 invoiced & received
Reimbursement Agreement for SBLX Pre-Agreement Expenses	July 1, 2024 - December 31, 2024	<ul style="list-style-type: none"> • \$61,000.24 maximum • \$61,000.24 invoiced & received
Interim Funding Agreement for SBLX Planning and Preparation and Amendments	January 1 – October 31, 2025, or execution of League Event Agreement.	<ul style="list-style-type: none"> • \$250,000 maximum • \$135,151.05 invoiced & received • \$37,625.12 approved & pending reimbursement (per agreement process) • \$74,071 pending internal review

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Overview of SBLX League Event Agreement Negotiations

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SBLX Negotiations

- In 2024, the City and Stadium Authority began preliminary negotiations with the BAHC and Forty Niners.
- During this time, same parties were concurrently negotiating terms for the FIFA World Cup 2026 Assignment and Assumption Agreement (FIFA Agreement).
- Due to the nature and complexity of the FIFA Agreement, those negotiations took priority.
- On February 11, 2025, the Council and Stadium Authority Board approved the FIFA Agreement and a Guaranty of Certain 2026 FIFA World Cup Obligations.
- Since then, staff's attention has been focused on completing negotiations on SBLX terms to bring forth a League Event Agreement for Council/Board action.

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SBLX Negotiations Cont.

- Business and legal staff participated in numerous negotiations meetings with BAHC and StadCo.
- The following were reviewed and/or contributed to the framework of the proposed League Event Agreement:
 - FIFA Agreement terms for advance payment, dispute resolution, etc.
 - SB50 Agreement provided lessons learned.
 - Attendance at and evaluation of support services and requirements for hosting Super Bowl LVIII (in Las Vegas) and Super Bowl LIX (in New Orleans).
 - Interim Funding Agreement and Pre-Agreement Expenses Reimbursement Agreement.
 - Article 21 of the Stadium Lease.
- Subsequent discussions following the August 26 presentation of terms to Council resulted in the refinement of some of the pending terms.

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Key Terms in the League Event Agreement

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Summary of Key Terms

- League Event Agreement provides for the following:
 - Implements Article 21 of the Stadium Lease, with revisions
 - Affirms City of Santa Clara will be the lead local agency providing security at and around the Stadium for the SBLX game and related events.
 - Provides Safeguards for City and Stadium Authority to mitigate potential risk and liability:
 - Detailed description and reimbursement process for City's "Super Bowl Services" costs
 - Clear, efficient dispute resolution framework to handle any disagreements that may arise with respect to such expenses.
 - "Advance Payment" of 50% of projected actual event expenses
 - Financial backstop from StadCo for any "Qualified Event Expenses Shortfall"
 - Opportunities for City benefits and revenues

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City to Provide/Coordinate "Super Bowl Services" to Support "Super Bowl Activities"

- "Super Bowl Services" include what's typically involved in support of any NFL event at the Stadium, plus additional levels of services to meet the unique demands and requirements of the Super Bowl. **[Sections 2.1.2, 3.4.6, 3.4.7 and Exhibit A]**
- "Super Bowl Activities" include the SBLX game and designated Super Bowl related events taking place within the security perimeter of the Stadium before, during and after the game. Super Bowl Activities may be expanded to include specific events and activities that require public security services. **[Section 2.1.1]**
- City to prepare a Super Bowl Services Master Plan of City's Super Bowl Services in consultation with BAHC, ManCo and StadCo and a Public Safety Plan with input from involved law enforcement agencies and the NFL; City retains ultimate approval authority. **[Sections 2.2.1 and 2.2.2].**

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BAHC to Reimburse City for all “Qualified Event Expenses”

- “Qualified Event Expenses” include actual and reasonable costs for “Event Planning and Training Expenses,” “Actual Event Expenses,” “Required Event Equipment,” and “Miscellaneous or Unexpected Expenses.” **[Sections 3.2, 3.3, 3.4, and Exhibit A]**
- To facilitate BAHC planning/fundraising efforts, City is responsible for preparing a “Preliminary Cost Estimate” for Super Bowl Support Services. **[Section 2.3.1]**
- Current cost estimate for Super Bowl Support Services is **\$6,428,064**. **[Exhibit B]**
- City to provide periodic “Updated Cost Estimates.” **[Section 2.3.2]**
- BAHC’s reimbursement obligation applies even if “Qualified Event Expenses” invoiced exceed the final “Updated Cost Estimate.” **[Section 2.3.3]**

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Invoicing and Reimbursement Process for Event Training and Planning Expenses

- Event Planning and Training expenses will be billed monthly using processes and forms similar to those used under the Interim Funding Agreement. **[Section 3.3]**
- BAHC may request additional information or reasonably dispute requested reimbursement items. **[Sections 3.3.2, 3.3.3, and 3.3.5]**
- After review and approval, BAHC will pay all undisputed items and set aside disputed amounts; if disputed amounts balance exceeds \$50,000, such amounts to be deposited into a Dispute Escrow Account. **[Section 3.3.4]**
- Parties will meet and confer to resolve disputes; if disputed amounts exceed \$200,000, either party can trigger expedited Dispute Resolution through binding arbitration. **[Section 3.3.4 and 3.5]**

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Invoicing and Reimbursement Process for Actual Event Expenses

- BAHC agrees to make an “Advance Payment” to the City on or before December 25, 2025, equal to 50% of the November 15, 2025 “Updated Cost Estimate” (approximately \$2,513,500 using current cost estimate). **[Section 3.4.1]**
- BAHC reserves right to request additional information and reasonably dispute requested reimbursements, with parties meeting and conferring to resolve disputes, and deposits of any disputed amounts into the “Dispute Escrow Account.” **[Sections 3.4.3 - 3.4.5]**
- Subject to offset for Advance Payments amounts already paid, and any disputed amounts, BAHC shall pay all remaining amounts owed within 60 days of City’s final “Completed Payment Request.” **[Section 3.4.5]**
- If parties are unable to resolve any dispute(s) over amounts owed, the matter(s) will be decided through binding arbitration. **[Section 3.5.3]**
- New language clarifies that Off-Site Parking fees received by the City will offset BAHC’s reimbursement obligations for the Super Bowl Events, similar to how such fees currently offset StadCo’s obligations for all other NFL Events under the terms of the Stadium Lease. **[Section 3.4.2]** Such offsets will not trigger any credits against StadCo’s general obligations to reimburse costs and pay rent under the Stadium Lease. **[Section 3.8]**

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Special Rules for Equipment & Misc. Expenses

- BAHC also responsible for cost of “Required Event Equipment.” **[Section 3.4.6]**
- Equipment purchased for just SBLX requires BAHC prior approval; equipment purchased to be retained by City for future use to be leased to BAHC at reasonable rates. **[Section 3.4.6.c and d]**
- Preference to lease equipment, if possible, instead of purchase; third party lease costs will pass through to BAHC as a Qualified Event Expense. **[Section 3.4.6.d]**
- City to coordinate SBLX and FWC26 equipment procurement where possible and bill the separate events accordingly based on projected deployment **[Section 3.4.6.e]**
- Miscellaneous or unanticipated costs to be discussed and reasonably agreed upon. **[Section 3.4.7].**
- Note: Detailed Equipment list NOT to be attached to Agreement for security reasons. Parties still negotiating final equipment list.

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StadCo Responsible for Any Qualified Event Expense Shortfall

- If BAHC fails to fulfill its obligation to fully reimburse City for City's Qualified Event Expenses, StadCo will reimburse City the Qualified Event Expense Shortfall. **[Section 6.1]**
- New language makes it clear that StadCo's obligation also extends to BAHC's "Advance Payment" obligation, with interest to accrue on any amount StadCo fails to pay at the rate of 6% per annum. **[Section 6.1.1]**
- Qualified Event Expense amounts paid by BAHC or StadCo under the terms of the League Event Agreement will not count or be treated as "Credited Public Safety Costs" under the Stadium Lease, and the Super Bowl Game will not be included in the calculation of the Public Safety Costs Threshold for the 2025-2026 Lease Year. **[Section 6.1.2]**

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Convention Center Use

- **Use Term.** January 17 - February 13, 2026, with certain designated facilities retained for City use/rental from January 17-26, 2026.
- **Facility Rent.** \$650,000, subject to Rent Credit offsets as follows:
 - 20% "Major Event Credit" equal to \$130,000;
 - \$200,000 "Business Development Funds Credit" (approved by the Destination Marketing Organization's Board); and
 - "Performance Rent Offset" not to exceed \$320,000 based on actual expenditures from events held on Food and Beverage, Audio Visual and Information Technology Services (40% of expenditures up to \$500,000 and 30% of expenditures between \$500,000 and \$900,000)
- **Security Deposit.** Security deposit of \$320,000 paid in two installments of \$160,000, the first by November 1st, and the second by January 1st.
- **Cancellation Fee.** If the Convention Center is not used during the Use Term, or booking is cancelled, BAHC to pay a cancellation fee, equivalent to the full amount of Facility Rent (\$650,000).

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Access to City Facilities/Youth Sports Park

- If either the NFL or BAHC needs access to any other City/Stadium Authority facilities other than the Stadium, including the Youth Soccer Park (YSP) (which the Parties anticipate will be within the security perimeter for the SBLX and Designated Events), they must secure the necessary right of entry permits and/or licenses, on reasonable terms to be negotiated. **[Section 6.3]**
- ***Note:** The City is engaged in separate negotiations with the NFL concerning the potential use of the YSP and the remaining City-controlled portions of the former Yellow Lots. Such negotiations are independent of the League Event Agreement. Consideration will be given to the interests of existing users, and appropriate mitigation measures or benefits will be addressed as part of any resulting agreement. Any such use agreement will be presented to the City Council at a later date.*

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Senior and Youth Program Fee

- StadCo shall pay to the City the Santa Clara Senior and Youth Program Fee on each SBLX ticket in the amount specified in the Stadium Lease; however, such amounts will not be counted towards any cap on such fees in the Stadium Lease. If the NFL will not permit the inclusion of the Santa Clara Senior and Youth Program Fee in its tickets for the Game (as is expected), StadCo agrees to provide a donation, equivalent to that amount for use by the City for Senior and Youth Program purposes. **[Section 6.6]**
- ***Note:** The SB50 Agreement excused StadCo from collecting or paying the City a Senior and Youth Program Fee. If no NFL Legacy Grant monies were provided and the Host Committee had monies leftover after fulfilling its other obligations, the Host Committee was to use such monies, up to \$25,000 to make a contribution to the City Senior/Youth Program. Current records cannot confirm this contribution was made.*

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Special Event Zone

- City staff agrees to prepare and present to the City Council for its consideration, a “Special Event Zone” ordinance designed to protect the public health, safety and welfare, and enhance local aesthetics by temporarily regulating or restricting certain advertising and commercial activities within the vicinity of the Stadium leading up to and during SBLX. The ordinance is also intended to address NFL concerns and standards for such activities. **[Section 6.9]**
- BAHC responsible for reimbursing all staff and related costs to prepare the ordinance and shall defend the City from any legal challenges. City Council will retain discretion to approve or disapprove the proposed ordinance in its sole discretion. **[Section 6.9]**
- New language provides each party a termination right for the Agreement in the event a “Special Event Zone” isn’t approved and the Parties are unable to come up with alternative measures. If the Agreement is terminated under this provision, the Convention Center Use Agreement would also terminate, and the Stadium Authority and StadCo would reserve their rights with respect to hosting the Super Bowl at the Stadium and providing and receiving reimbursement for Public Safety Services and Costs under the terms of the Stadium Lease. **[Section 8.4]**
- **Note:** The SB50 Agreement included a similar provision calling for a Special Event Zone and the City approved such ordinance in October 2015.

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Additional Agreements

- Third Party Funding. **[Section 6.12.a]**
- Capital Improvements. **[Sections 4.1 and 4.2]**
- Permitting. **[Section 5]**
- NFL Stadium Access. **[Section 6.2]**
- Joint Marketing of City Assets. **[Section 6.8]**
- Conflicts of Interest. **[Section 6.13]**
- No City Waiver of Local Taxes or Fees. **[Sections 6.11 and 9.3]**
- Marketing and Promotion of City. **[Section 6.7]**
- Reimbursement of “Pre-Agreement Expenses”. **[Section 3.7]**

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Legal Provisions

- **Indemnities.** ManCo, StadCo and BAHC to defend, protect, defend and hold City and Stadium Authority harmless in connection with their respective performance of services and undertaking of obligations for Super Bowl Activities, excluding liabilities determined to have arisen as a result of the City or Stadium Authority’s negligence or willful misconduct. **[Sections 7.1.1 and 7.1.2]**
- **Insurance.** Stadium Authority and StadCo to maintain “Standard Event Insurance” per existing NFL Event standards throughout term of the agreement and during the Super Bowl Activities, as set forth in the Stadium Lease and paid for in accordance to the Stadium Lease; however, subject to their reasonable approval, BAHC to bear the cost of any additional costs for “Specialty Insurance” required by City/Stadium Authority or NFL as result of enhanced risks presented by Super Bowl Activities. **[Sections 7.2.1 and 7.2.2]**

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Legal Provisions Cont.

- **Late Payments.** Interest will accrue on late payments owed to City/Stadium Authority but not paid (“Delinquent Amounts”) at the rate of 1.25% per month (15% per year) until paid. Disputed amounts not paid shall not be treated as “Delinquent” but, if determined ultimately to be owed, shall themselves accrue interest at the rate of .25% per month (3% per year) from the date originally due. **[Section 8.1]**
- **Remedies/Dispute Resolution.** Parties are entitled to specific performance and monetary damages, but not consequential damages, as remedies for another party’s noticed but uncured default. Unresolved disputes over “Disputed Amounts” are to be submitted to binding arbitration. **[Section 8.3]**

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Financial Impacts

- League Event Agreement includes the following direct financial impacts for the City:
 - Reimbursement of Qualified Event Expenses for SBLX, currently estimated at \$6,428,064.
 - Revenues associated with the Convention Center (minimum of \$650,000) and Senior and Youth Program Fee (~\$26,000).
- League Event Agreement also outlines no waiver of local taxes by the City; and BAHC and StadCo cooperation in the marketing of any City assets, both expected to generate additional revenues for the City.

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Conclusion

- In general, the proposed League Event Agreement:
 - Provides terms that improves on SB50 Agreement.
 - Covers reimbursement of City costs and provides for financial backstop.
 - Includes detailed and transparent processes for reimbursement, advance payment, and dispute resolution.
 - Modifies certain Stadium Lease requirements to ensure that StadCo's provision of funds do not trigger caps (e.g., public safety costs and Senior and Youth Program Fee)
 - Generates revenue for the City through the Convention Center and Senior and Youth Program Fee, and additional potential revenue through local taxes and marketing of City assets.

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Staff Recommendation

1. Approve the proposed League Event Agreement with the Bay Area Host Committee, Forty Niners SC Stadium Company, LLC, and Forty Niners Stadium Management Company LLC on the terms, and substantially in the form presented, and authorize the City Manager/Executive Director to finalize all terms and execute the agreement in final form approved by the City Attorney/Stadium Authority Counsel; and
2. Authorize and direct the City Manager/Executive Director to take such other actions as are necessary and appropriate to implement the terms of the League Event Agreement.

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THANK YOU

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Key Entities

	City of Santa Clara <small>The Center of What's Possible</small>	Local jurisdiction where Levi's® Stadium is located. Lead agency responsible for public safety and permitting for the events.
	SCSA <small>SANTA CLARA STADIUM AUTHORITY</small>	Owner of Levi's® Stadium, which will host SBLX and six FWC26 matches.
	BAY AREA HOST COMMITTEE	BAHC is a non-profit focused on bringing and managing mega-events in the Bay Area. Host City for both SBLX and FWC26.
	NFL	Professional football league in the United States, comprised of 32 teams divided between the AFC and NFC. It organizes the annual Super Bowl and collaborates with local teams, cities, and host committees to plan the event.

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 **SCSA**
SANTA CLARA STADIUM AUTHORITY

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Key Entities Cont.

	Forty Niners SC Stadium Company, LLC	StadCo is the Levi's® Stadium tenant and is responsible for Stadium NFL operations.
	Forty Niners Stadium Management Company	ManCo manages Levi's® Stadium on behalf of StadCo and Stadium Authority under the terms of a Stadium Management Agreement between the three parties.
	Forty Niners Football Company	TeamCo operates as a business and management arm of the Forty Niners organization, overseeing the team's interests in Levi's® Stadium and related NFL team operations.

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 **SCSA**
SANTA CLARA STADIUM AUTHORITY

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Key Entities Cont.

 	& more	Federal partners to work with City, Stadium Authority, and BAHC on public safety and security for the 2026 major events.
	& more	State partners to work with City, Stadium Authority, and BAHC on emergency planning, public safety and other items for the 2026 major events.
	& more	Regional partners to work with City, Stadium Authority, and BAHC on public safety, emergency planning, and other items for the 2026 major events.
 	& more	Regional public transportation agencies to work with City, Stadium Authority, and BAHC to coordinate transportation to and from the 2026 major events.


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Incurred SBLX Costs

- Pending a League Event Agreement, City and BAHC have entered into several reimbursement agreements to reimburse the City for certain incurred costs (\$310,307 reimbursed to date):
 - **Reimbursement Agreements for Super Bowl 58 and 59 NFL’s Visiting Public Safety Officer (VPSO) Program:** Reimbursement of City costs related to Santa Clara Police and Fire staff’s attendance at NFL’s VPSO Program.
 - **Reimbursement Agreement for SBLX Pre-Agreement Expenses:** Reimbursement of City event planning costs incurred by City from July 1 – December 31, 2024.
 - **Interim Funding Agreement:** Reimbursement of City’s police, fire, emergency management, and public works staffing costs associated with the planning, coordination, and preparation for SBLX for period from January 1 – October 31, 2025, or execution of League Event Agreement.

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Community Engagement

- Regular 2026 major event updates provided to the Council/Board and community on the following topics:
 - Negotiation efforts
 - Public safety and emergency management planning
 - Participation in NFL programs (e.g., VPSO and Future Host Cities)
 - Community engagement and economic development efforts
 - Discover Santa Clara's planning efforts
 - Convention Center preparations
 - Tracking of incurred expenses
 - BAHC's reimbursement of costs
- Updates are posted on the City's website in two locations:
 - City's agenda report portal, Legistar
 - Dedicated webpage for SBLX and FWC26
- Economic Development and Marketing Committee Ad Hoc convened to facilitate community engagement and focus on economic impact opportunities leading up to 2026 major events.

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