

SUPER BOWL L AND LI GOVERNMENTAL SERVICES AGREEMENT

This Super Bowl L and LI Governmental Services Agreement ("Agreement") is made and entered into as of the 19th day of March, 2013, by and among the City of Santa Clara, a chartered California municipal corporation ("City"), the Santa Clara Stadium Authority, a joint exercise of powers entity, created through Government Code Section 6500 *et seq.*, ("SCSA"), the Forty Niners SC Stadium, LLC, a Delaware limited liability company ("StadCo"), and SF SB Committee, Inc., a California nonprofit mutual benefit corporation ("Host Committee").

RECITALS

- A. The National Football League, an unincorporated, not-for-profit association (the "NFL") owns, produces and controls its annual professional football championship game known as the Super Bowl and all rights relating thereto on an exclusive, worldwide basis.
- B. The Host Committee, acting as the "Bid Committee" is submitting bids (each a "Bid") to the NFL to host Super Bowl L and LI (each a "Super Bowl") and related activities with the expectation that a Super Bowl will be played at the Santa Clara Stadium (the "Stadium") and other Super Bowl events will occur in the city of Santa Clara. If awarded a Super Bowl, the Host Committee will become the actual host of the awarded Super Bowl, and is expected to raise sufficient funds to pay all of its obligations in connection with the Super Bowl.
- C. The Stadium is owned and operated by the SCSA. SCSA leases the property upon which the Stadium is constructed from the City pursuant to that certain Ground Lease dated March 28, 2012 by and between the City and the SCSA, (the "Ground Lease"). StadCo leases the Stadium from the SCSA for six months of the year pursuant to that certain Stadium Lease dated March 28, 2012 by and between the SCSA and StadCo (the "Stadium Lease"), and pursuant to the Stadium Lease is responsible for operating the Stadium for all "NFL Events," as such term is defined in Section 4.2.2 of the Stadium Lease.
- D. The City is supportive of the bid to host a Super Bowl and has within its jurisdiction facilities and premises, access roads, thoroughfares and other areas that may be used for the purpose of organizing, promoting, accommodating, staging and conducting a Super Bowl and its related events.
- E. StadCo and its affiliated entities are also supportive of the bid to host a Super Bowl and have devoted and will continue to devote substantial resources to the effort to win the bid and, if awarded, to accommodate, stage and conduct a Super Bowl.
- F. The NFL requires that the City, as part of the bid package, provide assurances that certain governmental services are provided for a Super Bowl at no cost to the NFL or the Teams participating in a Super Bowl. The City has adopted the required resolutions as

Resolutions No. 13-8009, 13-8010, 13-8011, 13-8012, 13-8013, 13-8014 ("Resolutions") in the form attached hereto as Exhibit A, and is prepared to provide the required services subject to the agreements regarding reimbursement provided for in this Agreement.

- G. The City, the SCSA, StadCo and the Host Committee desire to enter into this Agreement to set forth certain rights and obligations of the parties with respect to a Super Bowl.

NOW, THEREFORE, for and in consideration of the premises, undertakings and mutual covenants of the parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Super Bowl Services.

- a. The parties anticipate that the City will schedule, provide and command on-duty and off-duty police officers, fire personnel, medical personnel, traffic management personnel, other public safety personnel and other personnel from the City and other jurisdictions (pursuant to agreements between such other jurisdictions and the City) to perform public safety, traffic management and other public services (such services, including any services agreed to pursuant to Section I.b., collectively referred to as "City Super Bowl Services") for certain components of a Super Bowl that are expected to take place in the City, including but not limited to the Super Bowl Game, the NFL Tailgate, NFL On Location and Media Day to be held in connection with the Super Bowl.
- b. Upon the award of the Super Bowl by the NFL to the Host Committee, and every three months thereafter until the conclusion of the Super Bowl, the Parties shall meet and confer in good faith to mutually agree upon the scope and terms of the City Super Bowl Services including: (i) the specific public safety services to be provided, including but not limited to the training and deployment of police, fire and emergency medical services described in the Resolutions (the "Public Safety Services"); (ii) the other specific City Super Bowl Services agreed to be funded by the Host Committee that are not Public Safety Services to be provided, including but not limited to traffic management, planning, building inspection, public right-of-way cleanup or otherwise described in the Resolutions (the "Other City Super Bowl Services"); and (iii) the actual costs expected to be reasonably incurred by the City for the provision of such Public Safety Services (the "Public Safety Services Costs") and Other City Super Bowl Services (the "Other City Super Bowl Services Costs" and, together with the Public Safety Services Costs, the "City Super Bowl Services Costs"); and (iv) a fair and reasonable budget and cost allocation as between the City and the Host Committee with respect to costs related to planning for Public Safety Services (the meet and confer process described in this sentence shall be referred to herein as the "Services Agreement Process"). The City and the Host Committee recognize that the scope of the Public Safety Services to be provided will, at a minimum, be expected to meet any standards established by the NFL and federal law enforcement agencies. The parties hereby agree that the City shall not provide or undertake to provide any

Public Safety Services or Other City Super Bowl Services, and the City shall not incur any Public Safety Services Costs or Other City Super Bowl Services Costs, until the parties reach a mutual agreement on such items pursuant to the Services Agreement Process. Such mutual agreement(s) shall be memorialized as amendment(s) to this Agreement.

- c. In the event that the City and the Host Committee are unable to agree on either (i) the budget and cost allocation related to planning for Public Safety Services; or (ii) any significant matters relating to the scope of either the Public Safety Services or Other City Super Bowl Services, or the amount of City Super Bowl Services Costs, and either the City or the Host Committee concludes, after the City and the Host Committee have met at least three times on a particular issue, that discussions are no longer productive and the matter needs to be resolved to meet a reasonable schedule, then either party may cause the parties to submit any such unresolved matters to a mutually agreed upon mediator to be identified at a later time. The City and the Host Committee agree to split the costs of any such mediation. The parties expect that the selected mediator would have experience and knowledge of public safety matters in the context of a large entertainment or sports event, but that such selected mediator would not have to be a current or former public official. Any such mediation shall be conducted expeditiously and in all events the parties shall use their best efforts to have such mediation resolved within sixty (60) days after the matter is submitted to mediation. The City shall not undertake or provide any City Super Bowl Services that are the subject of such mediation until the mediation is completed.
- d. The City and the Host Committee may agree to use providers in addition to City personnel to the extent necessary based on City resources or, with respect to Other City Super Bowl Services, reasonably practicable in accordance with applicable law and the City's employment and labor obligations. To the extent that Public Safety Services Costs or Other City Super Bowl Services Costs would be provided by third parties the Host Committee may obtain estimates of such costs from other jurisdictions or service providers or negotiate lower costs with outside providers used by the City, and the parties shall use their best efforts to agree to use the lowest cost provider that is reasonably available. The Host Committee and the City will mutually agree on the terms of the agreements with any such outside providers. The Host Committee recognizes that the City is responsible for police and fire services within the City of Santa Clara and City will not relinquish its police powers within its jurisdiction. The Host Committee further recognizes that the City will be the lead local jurisdiction for Super Bowl events held in the City and any other local government entities (or persons employed by such entities) involved in the provision of Public Safety Services will be under the command of persons employed by the City for purposes of delivering Public Safety Services in cooperation with the NFL and federal law enforcement agencies.

- e. The Host Committee shall be responsible, and reimburse the City, for all of the City's actual Public Safety Services Costs for Public Safety Services and Other City Super Bowl Services Costs for Other City Super Bowl Services agreed upon pursuant to the Services Agreement Process pursuant to paragraph 1.b. herein and memorialized in an amendment hereto.
- f. Upon award of the Super Bowl by the NFL to the Host Committee, the City can submit invoices to the Host Committee for agreed Public Safety Services and agreed Other City Super Bowl Services for actual costs incurred by the City in connection with the actual performance of such services, including any deposits required to be paid by the City pursuant to any contracts entered into in accordance with agreed Public Safety Services and Other City Super Bowl Services (but subject to reimbursement to the Host Committee if any such deposits are refunded to the City under any such contract). Each invoice shall be detailed including a breakdown of services provided and hourly rates for the personnel providing such services. The Host Committee shall be responsible for paying each invoice within sixty (60) days of receipt. In addition, no fewer than 30 days prior to the day of a Super Bowl game, Host Committee shall advance to the City an amount equal to 50% of the agreed City Super Bowl Services Costs expected to be incurred on the day of the Super Bowl game (such amount the "Game Day Advance"). The Game Day Advance shall be counted as a credit toward any then outstanding or subsequently incurred amount owed by Host Committee to the City for City Super Bowl Services. In the event that the Host Committee and the City agree to use non-City providers for any City Super Bowl Services, the terms of payment of such providers shall be as set forth in the agreement for such providers.
- g. If the Host Committee is awarded the Super Bowl, the Host Committee shall use its reasonable efforts to determine whether a letter of credit or other form of security acceptable to the Host Committee and the City is available on terms and conditions reasonably acceptable to the Host Committee to secure the aggregate amount of City Super Bowl Services costs agreed pursuant to Section 1.b. The Host Committee will provide updates to the City during the Services Agreement Process regarding the progress of its fundraising and the Host Committee budget. As part of the Host Committee budget, Host Committee shall create a segregated Santa Clara Public Safety Services Cost line item. The methodology for allocating funds to such line item is to be agreed upon by the City and the Host Committee based on determination of the Public Safety Services Cost pursuant to the Services Agreement Process and the status of the Host Committee fundraising efforts.
- h. The parties hereto agree that the Host Committee shall not be required to pay any rental fee or similar charge for the use, in connection with a Super Bowl, of the Stadium or of any parking facilities owned by the City and controlled either by the SCSA or StadCo for Stadium related events listed on Exhibit B. The parties expect that such facilities would be returned in like condition. Notwithstanding

the preceding sentence, the Host Committee shall not be responsible for any damage or loss resulting from any casualty, terrorist acts, hurricanes, earthquakes, floods, acts of God, fires and other casualties, riots, insurrections or civil commotions, or any similar item, event or condition beyond the Host Committee's reasonable control, or any ordinary wear and tear (each of the foregoing a "Catastrophic Event"). However, the Host Committee shall contribute any proceeds received from any insurance policy for any facility described in this Paragraph 1.h. that are paid to the Host Committee in connection with a Catastrophic Event to the owner or party responsible for the repair of any of such facility. The City will support the use of the Santa Clara Convention Center for NFL On Location and an accreditation center related to the Super Bowl at no cost to the Host Committee. The City further supports the remaining use of the Convention Center through a Reservation Agreement with the NFL and its affiliates.

2. Ticket Surcharges.

- a. In compliance with the NFL's requirements, the City agrees that for purposes of a Super Bowl, StadCo and SCSA are excused from any and all obligations to collect or pay the City of Santa Clara Senior and Youth Program Fee, if applicable. Notwithstanding the preceding sentence, the Host Committee agrees that it will use reasonable efforts to ensure that a portion of any NFL Super Bowl Legacy Grants made by the NFL and funds raised by the Host Committee for purposes of making grants to non-profits are awarded to youth organizations meeting criteria established by the Host Committee operating in the City and providing services to City of Santa Clara youth, and shall use its reasonable efforts to ensure that appropriate organizations in the City are given equal consideration in terms of the amounts awarded as is given to other organizations throughout the San Francisco Bay Area. If for any reason, no NFL Super Bowl Legacy Grants are awarded to City of Santa Clara youth organizations, the Host Committee agrees that, if it retains any monies after satisfaction of all of its financial obligations with respect to a Super Bowl, then Host Committee will make a donation of not less than \$25,000 (or the remaining amount of any monies, if less than \$25,000) to the City to be used in accordance with the requirements for the Senior and Youth Program Fee.
- b. SCSA and StadCo further agree that, for a Super Bowl, that StadCo is excused from any and all obligations to collect or pay the "NFL Ticket Surcharge" as that term defined in Section 12.1.1 of the Stadium Lease.

3. Off Site Parking Permit Fee. Pursuant to Section 18.86.030 of the Santa Clara City Code, owners of property to be used for off-site parking for non-residential uses must apply for and pay an Off-Site Parking Permit Fee that is assessed on a per parking space per event basis. The purpose of the Off-Site Parking Permit Fee is to cover public safety and traffic management costs incurred by the City as a result of the use of parking spaces for events. The City costs intended to be paid for with the Off Site

Parking Permit Fee are part of the costs included in City Super Bowl Services Costs to be paid for by the Host Committee pursuant to the terms of this Agreement. In recognition of that fact, the City agrees to use reasonable efforts to adopt an ordinance exempting owners of off-site parking lots from the Off Site Parking Permit Fee for the Super Bowl and related events. StadCo and Host Committee recognize that adoption of such an ordinance is a discretionary action of the City Council and nothing herein waives that discretion. If, however, such an ordinance is not adopted, then the City and the Host Committee agree to meet to discuss in good faith any accommodations that may be available in lieu of the exemption.

4. Transient Occupancy Tax. The NFL requires that the NFL and its affiliates be exempted from the payment of any transient occupancy taxes associated with hotel rooms occupied by representatives of the NFL and its affiliates, including the teams participating the Super Bowl (the "Teams"). The City agrees to use reasonable efforts to adopt an amendment to its Transient Occupancy Tax to exempt employees of the NFL and its affiliates named in Exhibit C hereto, including the Teams, from the payment of Transient Occupancy Tax. The Host Committee recognizes that the adoption of any such ordinance is subject to the discretionary approval of the City Council and that as with all ordinances, such an ordinance may be subject to referendum or challenge. If, however, such an ordinance is not adopted, then the City and the Host Committee agree to meet to discuss in good faith any accommodations that may be available in lieu of the exemption.
5. Stadium License. NFL requests an agreement (a "Stadium MOU") signed by SCSA indicating an agreement concerning matters described in the Bid specifications relating to the Stadium and other areas of SCSA's authority, responsibility or control with respect to the Super Bowl. StadCo acknowledges that the SCSA will enter into the Stadium MOU and into the License contemplated therein. StadCo will cooperate with the SCSA to make StadCo's leased space in the Stadium and Ancillary Sites (as defined in the Stadium MOU), including parking areas, available under the Stadium MOU and the License in accordance with the terms of the Stadium MOU and the License; provided that StadCo shall not be required to incur any out of pocket costs in connection therewith. The parties acknowledge and agree, except as otherwise agreed to in writing by such entity after the date of this Agreement, that none of StadCo, the SCSA and/or the City or any of their respective affiliates shall be responsible for any costs under the Stadium MOU or License, including, but not limited to preparing the field pre-Super Bowl, or repairing and restoring the field, the Stadium, and all surrounding and related areas, including all parking areas under the control of the City, the SCSA or StadCo (except to the extent of proceeds received in respect of a Catastrophic Event, as defined in Paragraph 1.i, herein under insurance maintained in accordance with the Ground Lease or Stadium Lease), and that none of SCSA, StadCo and the City, nor any of their respective affiliates, will be responsible for any other out of pocket costs, including without limitation, any incremental insurance costs relating to the Super Bowl, that might otherwise be costs of StadCo or the SCSA, or their affiliates, under the Stadium Lease or agreements relating to Stadium parking or other Stadium uses. The City, SCSA and the Host Committee agree that neither StadCo nor

any of its affiliates shall have any further obligation, cost or liability under the Stadium Lease or otherwise arising out of or relating to the Super Bowl other than as set forth in the Stadium MOU, except to the extent that StadCo may, after the date hereof, otherwise agree in writing.

6. Ambush Marketing. The City agrees to use reasonable efforts to adopt an anti-ambush marketing "Clean Zone" within designated areas surrounding the Stadium to be agreed upon by the City, the NFL and the Host Committee, by, among other things, permitting marketing and advertising in the Clean Zone only upon the grant of a permit by the City. Notwithstanding the previous sentence, any anti-ambush marketing Clean Zone provisions are subject to federal and state Constitutional free speech protections. In adopting any regulations the City will use its best judgment of the legality of any anti-ambush marketing Clean Zone regulations and will only adopt such regulations that are reasonably understood to not result in an impairment of free speech rights. To the extent that the NFL shall require the City to incur costs enforcing the Clean Zone ordinance, such costs would be considered Public Safety Costs subject to reimbursement from the Host Committee pursuant to this Agreement. Recognizing the limitations of any Clean Zone regulations imposed by the City, the Host Committee agrees that to the extent that the NFL requires a prevention fund to prevent ambush marketing, the Host Committee shall be solely responsible for funding the prevention fund.
7. Compliance. In recognition of the significance of a Super Bowl and to ensure the safety of the public, the City agrees to allocate personnel and to establish expedited review processes for construction activity inside the Stadium and in the areas adjacent to the Stadium to adequately permit and inspect construction related to a Super Bowl. These expedited review processes will be provided to the NFL and the Host Committee to facilitate the timely submittal, review and approval of construction activities related to Super Bowl. The City also agrees to consider applications for permit fee waivers for construction activity related to the Super Bowl conducted by the NFL or the Host Committee which waivers are subject to the discretionary approval of the City Council. If, however, any fee waiver is not granted or expedited review is not granted, then the City and the Host Committee agree to meet to discuss in good faith any accommodations that may be available in lieu of such accommodations.
8. Host Committees Responsibilities. The Host Committee shall be solely responsible for meeting any obligations that the Host Committee may incur with regards to the use of facilities in or around the Stadium that require the Host Committee to enter into contracts with parties other than the City, SCSA and StadCo.
9. Fees and Taxes. Except as otherwise agreed to herein, the City is not responsible for and is not agreeing to waive any income, gross receipts, payroll, franchise, sales and use, admission, or amusement, taxes that maybe imposed on the NFL or its affiliates, the Host Committee or its affiliates or with respect to the Super Bowl events to be held in the City and shall not be responsible to reimburse the NFL, its affiliates, the Host

Committee or its affiliates for any income, gross receipts, payroll, franchise, sales and use, admission, or amusement taxes paid by such entities except as set forth herein.

10. Non-Liability of Officials. No member, official, employee, manager or agent of any party shall be personally liable to any other party, or any successor in interest, in the event of any default or breach by such party for any amount which may become due to any other party or successor or on any obligation under the terms of this Agreement.
11. State Law. This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of California.
12. Additional Acts. The parties each agree to take such other and additional actions and execute and deliver such other and additional documents as may be reasonably requested by the other parties for purposes of consummating the transactions contemplated in this Agreement.
13. Validity of Agreement. If any provision of this Agreement, or the application thereof to any person, party, transaction, or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision to other persons, parties, transactions, or circumstances, shall not be affected thereby.
14. Modification and Amendment. This Agreement cannot be amended or modified except by written agreement of the parties.
15. Termination. This Agreement may be terminated by the Host Committee upon 10 days written notice to the other parties hereto in the event that (i) the Host Committee or the NFL has determined that the Super Bowl will not be held at the Stadium and (ii) Host Committee has fully reimbursed the City for actual City Super Bowl Services Costs for agreed City Super Bowl Services incurred by the City prior to the effective date of such termination.

This Agreement may be terminated by the City or SCSA upon 10 days written notice to the other parties hereto in the event that the Host Committee fails to make any payments required to be made to the City or the SCSA pursuant to this Agreement when due and such failure continues after the City/SCSA has provided the Host Committee with written notice of such failure and at least 30 days to cure such failure (or 10 days to cure such failure in the case of a failure to pay the Game Day Advance in a timely manner). In the event this Agreement is terminated as a result of the Host Committee's failure to make required payments, the City and the SCSA shall also be entitled to rescind the Resolutions and take whatever actions are necessary to limit its liability with regards to the City Super Bowl Services.

Notwithstanding the foregoing, Paragraph 5 of this Agreement shall survive any termination pursuant to this Paragraph 15.

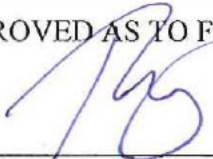
16. Entire Agreement. This Agreement (including any Exhibits, Schedules, Appendices or other attachments hereto) constitutes the entire agreement, and supersedes all prior written agreements, arrangements, communications and understandings, and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties with respect to the subject matter hereof and thereof. Notwithstanding any oral agreement or course of conduct of the parties or their representatives to the contrary, no party to this Agreement shall be under any legal obligation to enter into or complete the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the parties.
17. Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties to this Agreement. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.
18. Time of the Essence. Time is of the essence in the performance of all duties and obligations under this Agreement.
19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth in the opening paragraph of this Agreement.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM



RICHARD E. NOSKY, JR.
City Attorney

ATTEST:



ROD DIRIDON, JR.
City Clerk



JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

3/28/13
Date

SANTA CLARA STADIUM AUTHORITY
a joint exercise of powers entity, created through Government Code Section 6500 *et seq.*

APPROVED AS TO FORM

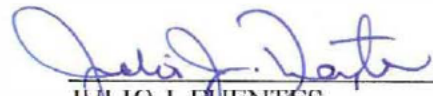


RICHARD E. NOSKY, JR.
Authority General Counsel

ATTEST:



ROD DIRIDON, JR.
Authority Secretary



JULIO J. FUENTES
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

3/28/13
Date

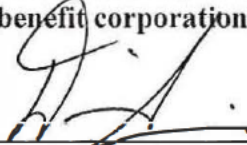
**FORTY NINERS SC STADIUM COMPANY, LLC, a
Delaware limited liability company**

By: 

Name: Larry MacNeil

Title: Executive Vice President

**SF SB COMMITTEE, INC., a California nonprofit
mutual benefit corporation**

By: 

Name: Daniel Lurie

Title: President

EXHIBIT A
Resolutions
[See attached]

RESOLUTION NO. 13-8009

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, REGARDING SUPPORT FOR SUPER
BOWL L BID**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the National Football League (the "League") owns, produces and controls the annual professional football championship game known as the "Super Bowl," the largest national annual sporting event held in this country; NFL Properties LLC ("NFLP" or, together with the League, the "NFL") owns, produces and controls the "NFL Experience," and along with other NFL Affiliates owns, produces and controls certain other events associated with the Super Bowl ("Official Events");

WHEREAS, the City of Santa Clara has within its jurisdiction facilities and their premises, access roads, thoroughfares and other areas which may be used for the purposes of organizing, promoting, accommodating, staging and conducting Super Bowl L and its related Official Events and activities;

WHEREAS, hosting the Super Bowl and Official Events will generate goodwill, enhance the worldwide renown and prestige of the City of Santa Clara, create temporary jobs and create substantial beneficial economic and fiscal activity;

WHEREAS, the NFL has requested a declaration of support from the City of Santa Clara and certain assurances concerning the performance of reasonably necessary governmental services in connection with the Super Bowl and related Official Events held in the City of Santa Clara as part of the formal bid of SF SB Committee to have the City of Santa Clara designated as a site for Super Bowl L; and,

WHEREAS, the Stadium Project, including consideration of a Super Bowl being held at the Stadium has previously undergone environmental review pursuant to the California

Environmental Quality Act ("CEQA") and was considered as part of the project Environmental Impact Report certified for the proposed 49ers Santa Clara Stadium Project at 4900 Centennial Boulevard (the "Stadium EIR").

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

I. The City Council hereby finds, for the following reasons, and based on the provision of CEQA (with particular reference to 14 California Code of Regulations, Section 15162), that the Stadium EIR has served as the environmental documentation pursuant to CEQA for approval of this Resolution and the Super Bowl. The City Council further specifically finds that there have not been any of the following occurrences since the approval of the Stadium EIR that would require a subsequent or supplemental environmental document in connection with approval of this Resolution and a Super Bowl being held at the Stadium:

- a. there have not been substantial changes in the project analyzed in the Stadium EIR which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program;
- b. there have not been substantial changes with respect to the circumstances under which the project analyzed in the Stadium EIR will be undertaken which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program; and,
- c. there has not been the appearance of new information which was not known and could not have been known as of the date of approval of the Stadium EIR and the Mitigation Monitoring Program which is relevant to the approval of the Stadium EIR and the Mitigation Monitoring Program as it relates to the approval of the documents and agreements set forth in this Resolution.

2. That the City of Santa Clara welcomes Super Bowl L and related Official Events to its jurisdiction and to that end declares its full support of the efforts of SF SB Committee, Inc. to have the City of Santa Clara selected as the site for Super Bowl L.
3. That, upon designation of the City of Santa Clara as a site for Super Bowl L, and at all times thereafter, the City of Santa Clara, and its agencies, departments and personnel, agree to provide all governmental services (including without limitation public safety, security, fire and medical emergency, traffic, decorative display and public works/street maintenance services and supplies) reasonably necessary to the success of Super Bowl L and related Official Events within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the Super Bowl, such services are below, equal to or beyond the normal level and range of governmental services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the NFL or the two participating Teams (the "Teams").
4. That the City of Santa Clara agrees that neither the NFL, the Teams, nor any director, shareholder, officer, agent, employee or other representative of the NFL or the Teams shall be held accountable for or incur any financial responsibility or liability of any kind or nature whatsoever in connection with the governmental services planned and/or provided relating to Super Bowl L and related Official Events.
5. That the City of Santa Clara agrees that it shall not authorize any sponsorships of the City of Santa Clara during the two weeks prior, through the week following, of Super Bowl L and related Official Events, provided, however, nothing herein shall prevent the City from authorizing sponsorships of specific City events unrelated to the Super Bowl.
6. Nothing herein shall prevent the City from seeking reimbursement for the governmental

services provided related to the Super Bowl and other Official Events from the SF SB Committee, the Santa Clara Stadium Authority or any other entity other than the NFL and the Teams.

7. The City Manager is hereby authorized and directed to file a Notice of Determination with respect to the approvals set forth in this Resolution in accordance with the applicable provisions of CEQA.

8. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

9. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION
PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A
SPECIAL MEETING THEREOF HELD ON THE 19TH DAY OF MARCH, 2013, BY THE
FOLLOWING VOTE:

AYES:	COUNCILORS:	Davis, Gillmor, Kolstad, Mahan, Marsalli and O'Neill and Mayor Matthews
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:



ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

RESOLUTION NO. 13-8010

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, REGARDING SUPPORT FOR SUPER
BOWL LI BID**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the National Football League (the "League") owns, produces and controls the annual professional football championship game known as the "Super Bowl," the largest national annual sporting event held in this country; NFL Properties LLC ("NFLP" or, together with the League, the "NFL") owns, produces and controls the "NFL Experience," and along with other NFL Affiliates owns, produces and controls certain other events associated with the Super Bowl ("Official Events");

WHEREAS, the City of Santa Clara has within its jurisdiction facilities and their premises, access roads, thoroughfares and other areas which may be used for the purposes of organizing, promoting, accommodating, staging and conducting Super Bowl LI and its related Official Events and activities;

WHEREAS, hosting the Super Bowl and Official Events will generate goodwill, enhance the worldwide renown and prestige of the City of Santa Clara, create temporary jobs and create substantial beneficial economic and fiscal activity;

WHEREAS, the NFL has requested a declaration of support from the City of Santa Clara and certain assurances concerning the performance of reasonably necessary governmental services in connection with the Super Bowl and related Official Events held in the City of Santa Clara as part of the formal bid of SF SB Committee to have the City of Santa Clara designated as a site for Super Bowl LI; and,

WHEREAS, the Stadium Project, including consideration of a Super Bowl being held at the Stadium has previously undergone environmental review pursuant to the California

Environmental Quality Act ("CEQA") and was considered as part of the project Environmental Impact Report certified for the proposed 49ers Santa Clara Stadium Project at 4900 Centennial Boulevard (the "Stadium EIR").

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

I. The City Council hereby finds, for the following reasons, and based on the provision of CEQA (with particular reference to 14 California Code of Regulations, Section 15162), that the Stadium EIR has served as the environmental documentation pursuant to CEQA for approval of this Resolution and the Super Bowl. The City Council further specifically finds that there have not been any of the following occurrences since the approval of the Stadium EIR that would require a subsequent or supplemental environmental document in connection with approval of this Resolution and a Super Bowl being held at the Stadium:

- a. there have not been substantial changes in the project analyzed in the Stadium EIR which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program;
- b. there have not been substantial changes with respect to the circumstances under which the project analyzed in the Stadium EIR will be undertaken which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program; and,
- c. there has not been the appearance of new information which was not known and could not have been known as of the date of approval of the Stadium EIR and the Mitigation Monitoring Program which is relevant to the approval of the Stadium EIR and the Mitigation Monitoring Program as it relates to the approval of the documents and agreements set forth in this Resolution.

2. That the City of Santa Clara welcomes Super Bowl LI and related Official Events to its jurisdiction and to that end declares its full support of the efforts of SF SB Committee, Inc to have the City of Santa Clara selected as the site for Super Bowl LI.

3. That, upon designation of the City of Santa Clara as a site for Super Bowl LI, and at all times thereafter, the City of Santa Clara, and its agencies, departments and personnel, agree to provide all governmental services (including without limitation public safety, security, fire and medical emergency, traffic, decorative display and public works/street maintenance services and supplies) reasonably necessary to the success of Super Bowl LI and related Official Events within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the Super Bowl, such services are below, equal to or beyond the normal level and range of governmental services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the NFL or the two participating Teams (the "Teams").

4. That the City of Santa Clara agrees that neither the NFL, the Teams, nor any director, shareholder, officer, agent, employee or other representative of the NFL or the Teams shall be held accountable for or incur any financial responsibility or liability of any kind or nature whatsoever in connection with the governmental services planned and/or provided relating to Super Bowl LI and related Official Events.

5. That the City of Santa Clara agrees that it shall not authorize any sponsorships of the City of Santa Clara during the two weeks prior, through the week following, of Super Bowl LI and related Official Events, provided, however, nothing herein shall prevent the City from authorizing sponsorships of specific City events unrelated to the Super Bowl.

6. Nothing herein shall prevent the City from seeking reimbursement for the governmental

services provided related to the Super Bowl and other Official Events from the SF SB Committee, the Santa Clara Stadium Authority or any other entity other than the NFL and the Teams.

7. The City Manager is hereby authorized and directed to file a Notice of Determination with respect to the approvals set forth in this Resolution in accordance with the applicable provisions of CEQA.

8. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

9. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION
PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A
SPECIAL MEETING THEREOF HELD ON THE 19TH DAY OF MARCH, 2013, BY THE
FOLLOWING VOTE:

AYES:	COUNCILORS:	Davis, Gillmor, Kolstad, Mahan, Marsalli and O'Neill and Mayor Matthews
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:



ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

RESOLUTION NO. 13-8011

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, REGARDING THE PROVISION OF FIRE
AND MEDICAL EMERGENCY SERVICES FOR SUPER
BOWL L**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the National Football League (the "League") owns, produces and controls the annual professional football championship game known as the "Super Bowl," the largest national annual sporting event held in this country; and NFL Properties LLC ("NFLP" or, together with the League, the "NFL") owns, produces and controls the "NFL Experience," and along with other NFL Affiliates owns, produces and controls certain other events associated with the Super Bowl ("Official Events");

WHEREAS, SF SB Committee is submitting a bid to host Super Bowl L with the expectation that Super Bowl L will be played in the Santa Clara Stadium and other Super Bowl events will occur in the City of Santa Clara and the City of San Francisco;

WHEREAS, the City of Santa Clara is supportive of SF SB Committee's bid to host Super Bowl L and has within its jurisdiction facilities and their premises, access roads, thoroughfares and other areas which may be used for the purposes of organizing, promoting, accommodating, staging and conducting Super Bowl L and its related Official Events and activities, including the Santa Clara Stadium;

WHEREAS, the Santa Clara Fire Department is officially charged with the responsibility to provide fire and medical emergency services within the City of Santa Clara; and,

WHEREAS, the Stadium Project, including consideration of a Super Bowl being held at the Stadium has previously undergone environmental review pursuant to the California Environmental Quality Act ("CEQA") and was considered as part of the project Environmental

Impact Report certified for the proposed 49ers Santa Clara Stadium Project at 4900 Centennial Boulevard (the "Stadium EIR")

NOW THEREFORE, THAT AS REQUESTED BY THE NFL, AND AS PART OF THE FORMAL BID OF SF SB COMMITTEE TO HOST SUPER BOWL L WHICH INCLUDES THE USE OF THE SANTA CLARA STADIUM AS THE VENUE FOR SUPER BOWL L AND RELATED OFFICIAL EVENTS, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1 The City Council hereby finds, for the following reasons, and based on the provision of CEQA (with particular reference to 14 California Code of Regulations, Section 15162), that the Stadium EIR has served as the environmental documentation pursuant to CEQA for approval of this Resolution and the Super Bowl. The City Council further specifically finds that there have not been any of the following occurrences since the approval of the Stadium EIR that would require a subsequent or supplemental environmental document in connection with approval of this Resolution and a Super Bowl being held at the Stadium:

- a. there have not been substantial changes in the project analyzed in the Stadium EIR which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program;
- b. there have not been substantial changes with respect to the circumstances under which the project analyzed in the Stadium EIR will be undertaken which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program; and,
- c. there has not been the appearance of new information which was not known and could not have been known as of the date of approval of the Stadium EIR and the Mitigation Monitoring Program which is relevant to the approval of the Stadium EIR and

the Mitigation Monitoring Program as it relates to the approval of the documents and agreements set forth in this Resolution

2. Upon designation of the City of Santa Clara as the site for Super Bowl L and related Official Events, and at all times thereafter, the Santa Clara Fire Department shall provide all fire and medical emergency services (including without limitation proper fire safety enforcement, emergency dispatch and paramedic services and supplies for the protection of people and property) reasonably necessary to the success of Super Bowl L and related Official Events within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the Super Bowl, such services are below, equal to or beyond the normal level and range of public safety services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the NFL or the two participating Teams (the "Teams").
3. Upon designation as the site for Super Bowl L, and at all times thereafter, the Fire Marshal shall acknowledge the unique and temporary status of construction related to the Super Bowl and its Official Events and shall issue appropriate waivers for temporary structures to be constructed at the Stadium for the Super Bowl, provided such structures meet fire safety standards.
4. The City of Santa Clara agrees that neither the NFL, nor the Teams, nor any director, shareholder, officer, agent, employee or other representative of the NFL or the Teams shall be held accountable for or incur any financial responsibility or liability of any kind or nature whatsoever in connection with the fire and medical emergency services planned and/or provided relating to Super Bowl L and related Official Events.
5. Nothing herein shall prevent the City from seeking reimbursement for fire and medical emergency services costs from the Super Bowl host committee or any other entity other than the

NFL and the Teams.

6. The City Manager is hereby authorized and directed to file a Notice of Determination with respect to the approvals set forth in this Resolution in accordance with the applicable provisions of CEQA.

7. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

8. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE 19TH DAY OF MARCH, 2013, BY THE FOLLOWING VOTE:

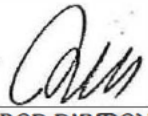
AYES: COUNCILORS: Davis, Gillmor, Kolstad, Mahan, Marsalli and O'Neill and Mayor Matthews

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:



ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

Fire and Medical Emergency Agency Assurance Super Bowl L 2016

Page 4 of 4

RESOLUTION NO. 13-8012

A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, REGARDING THE PROVISION OF FIRE
AND MEDICAL EMERGENCY SERVICES FOR SUPER
BOWL LI

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the National Football League (the "League") owns, produces and controls the annual professional football championship game known as the "Super Bowl," the largest national annual sporting event held in this country; and NFL Properties LLC ("NFLP" or, together with the League, the "NFL") owns, produces and controls the "NFL Experience," and along with other NFL Affiliates owns, produces and controls certain other events associated with the Super Bowl ("Official Events");

WHEREAS, SF SB Committee is submitting a bid to host Super Bowl LI with the expectation that Super Bowl LI will be played in the Santa Clara Stadium and other Super Bowl events will occur in the City of Santa Clara and the City of San Francisco;

WHEREAS, the City of Santa Clara is supportive of SF SB Committee's bid to host Super Bowl LI and has within its jurisdiction facilities and their premises, access roads, thoroughfares and other areas which may be used for the purposes of organizing, promoting, accommodating, staging and conducting Super Bowl LI and its related Official Events and activities, including the Santa Clara Stadium;

WHEREAS, the Santa Clara Fire Department is officially charged with the responsibility to provide fire and medical emergency services within the City of Santa Clara; and,

WHEREAS, the Stadium Project, including consideration of a Super Bowl being held at the Stadium has previously undergone environmental review pursuant to the California Environmental Quality Act ("CEQA") and was considered as part of the project Environmental

Impact Report certified for the proposed 49ers Santa Clara Stadium Project at 4900 Centennial Boulevard (the "Stadium EIR").

NOW THEREFORE, THAT AS REQUESTED BY THE NFL, AND AS PART OF THE FORMAL BID OF SF SB COMMITTEE TO HOST SUPER BOWL LI WHICH INCLUDES THE USE OF THE SANTA CLARA STADIUM AS THE VENUE FOR SUPERBOWL LI AND RELATED OFFICIAL EVENTS, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Council hereby finds, for the following reasons, and based on the provision of CEQA (with particular reference to 14 California Code of Regulations, Section 15162), that the Stadium EIR has served as the environmental documentation pursuant to CEQA for approval of this Resolution and the Super Bowl. The City Council further specifically finds that there have not been any of the following occurrences since the approval of the Stadium EIR that would require a subsequent or supplemental environmental document in connection with approval of this Resolution and a Super Bowl being held at the Stadium:

- a. there have not been substantial changes in the project analyzed in the Stadium EIR which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program;
- b. there have not been substantial changes with respect to the circumstances under which the project analyzed in the Stadium EIR will be undertaken which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program; and,
- c. there has not been the appearance of new information which was not known and could not have been known as of the date of approval of the Stadium EIR and the Mitigation Monitoring Program which is relevant to the approval of the Stadium EIR and

the Mitigation Monitoring Program as it relates to the approval of the documents and agreements set forth in this Resolution

2. Upon designation of the City of Santa Clara as the site for Super Bowl LI and related Official Events, and at all times thereafter, the Santa Clara Fire Department shall provide all fire and medical emergency services (including without limitation proper fire safety enforcement, emergency dispatch and paramedic services and supplies for the protection of people and property) reasonably necessary to the success of Super Bowl LI and related Official Events within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the Super Bowl, such services are below, equal to or beyond the normal level and range of public safety services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the NFL or the two participating Teams (the "Teams")

3. Upon designation as the site for Super Bowl LI, and at all times thereafter, the Fire Marshal shall acknowledge the unique and temporary status of construction related to the Super Bowl and its Official Events and shall issue appropriate waivers for temporary structures to be constructed at the Stadium for the Super Bowl, provided such structures meet fire safety standards.

4. The City of Santa Clara agrees that neither the NFL, nor the Teams, nor any director, shareholder, officer, agent, employee or other representative of the NFL or the Teams shall be held accountable for or incur any financial responsibility or liability of any kind or nature whatsoever in connection with the fire and medical emergency services planned and/or provided relating to Super Bowl LI and related Official Events

5. Nothing herein shall prevent the City from seeking reimbursement for fire and medical emergency services costs from the Super Bowl host committee or any other entity other than the

NFL and the Teams

6. The City Manager is hereby authorized and directed to file a Notice of Determination with respect to the approvals set forth in this Resolution in accordance with the applicable provisions of CEQA.

7. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid

8. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE 19TH DAY OF MARCH, 2013, BY THE FOLLOWING VOTE:

AYES: COUNCILORS: Davis, Gillmor, Kolstad, Mahan, Marsalli and O'Neill and Mayor Matthews

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:



ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

Fire and Medical Emergency Agency Assurance Super Bowl LI 2017

Page 4 of 4

RESOLUTION NO. 13 8013

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, REGARDING THE PROVISION OF
PUBLIC SAFETY SERVICES FOR SUPER BOWL L**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the National Football League (the "League") owns, produces and controls the annual professional football championship game known as the "Super Bowl," the largest national annual sporting event held in this country; and NFL Properties LLC ("NFLP" or, together with the League, the "NFL") owns, produces and controls the "NFL Experience," and along with other NFL Affiliates, owns, produces and controls certain other events associated with the Super Bowl ("Official Events");

WHEREAS, SF SB Conunittee is submitting a bid to host Super Bowl L with the expectation that Super Bowl L will be played in the Santa Clara Stadium and other Super Bowl events will occur in the City of Santa Clara and the City of San Francisco;

WHEREAS, the City of Santa Clara is supportive of SF SB Conunittee's bid to host Super Bowl L and has within its jurisdiction facilities and their premises, access roads, thoroughfares and other areas which may be used for the purposes of organizing, promoting, accommodating, staging and conducting Super Bowl L and its related Official Events and activities, including the Santa Clara Stadium;

WHEREAS, the Santa Clara Police Department is officially charged with the responsibility to provide public safety services within the City of Santa Clara; and,

WHEREAS, the Stadium Project, including consideration of a Super Bowl being held at the Stadium has previously undergone environmental review pursuant to the California Environmental Quality Act ("CEQA") and was considered as part of the project Environmental Impact Report certified for the proposed 49ers Santa Clara Stadium Project at 4900 Centennial

Boulevard (the "Stadium EIR").

NOW THEREFORE, THAT AS REQUESTED BY THE NFL, AND AS PART OF THE FORMAL BID OF SF SB COMMITTEE TO HOST SUPER BOWL L WHICH INCLUDES THE USE OF THE SANTA CLARA STADIUM AS THE VENUE FOR SUPER BOWL L AND RELATED OFFICIAL EVENTS, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Council hereby finds, for the following reasons, and based on the provision of CEQA (with particular reference to 14 California Code of Regulations, Section 15162), that the Stadium EIR has served as the environmental documentation pursuant to CEQA for approval of this Resolution and the Super Bowl. The City Council further specifically finds that there have not been any of the following occurrences since the approval of the Stadium EIR that would require a subsequent or supplemental environmental document in connection with approval of this Resolution and a Super Bowl being held at the Stadium:

- a. there have not been substantial changes in the project analyzed in the Stadium EIR which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program;
- b. there have not been substantial changes with respect to the circumstances under which the project analyzed in the Stadium EIR will be undertaken which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program; and,
- c. there has not been the appearance of new information which was not known and could not have been known as of the date of approval of the Stadium EIR and the Mitigation Monitoring Program which is relevant to the approval of the Stadium EIR and

the Mitigation Monitoring Program as it relates to the approval of the documents and agreements set forth in this Resolution.

2. Upon designation of the Santa Clara Stadium as the site for Super Bowl L and related Official Events, and at all times thereafter, the Santa Clara Police Department shall provide all law enforcement and public safety services (including without limitation proper vehicular and pedestrian traffic control, security, police escorts from time to time as requested by the NFL and the two participating Teams (the "Teams"), other police services and supplies for the protection of people and property) reasonably necessary to the success of Super Bowl L and related Official Events within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the Super Bowl, such services are below, equal to or beyond the normal level and range of public safety services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the NFL or the Teams.
3. The Santa Clara Police Department agrees that neither the NFL, nor the Teams, nor any director, shareholder, officer, agent, employee or other representative of the NFL or the Teams shall be held accountable for or incur any financial responsibility or liability of any kind or nature whatsoever in connection with the law enforcement and public safety services planned and/or provided relating to Super Bowl L and related Official Events.
4. The City Manager is hereby authorized and directed to file a Notice of Determination with respect to the approvals set forth in this Resolution in accordance with the applicable provisions of CEQA.
5. Nothing herein shall prevent the City from seeking reimbursement for law enforcement and public safety costs from the Super Bowl host committee or any other entity other than the NFL.

and the Teams

6 Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

7 Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE 19TH DAY OF MARCH, 2013, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Davis, Gillmor, Kolstad, Mahan, Marsalli and O'Neill and Mayor Matthews
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NOES:	COUNCILORS:	None
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ABSENT:	COUNCILORS:	None
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ABSTAINED:	COUNCILORS:	None
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ATTEST:


ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

RESOLUTION NO. 13-8014

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, REGARDING THE PROVISION OF
PUBLIC SAFETY SERVICES FOR SUPER BOWL LI**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the National Football League (the "League") owns, produces and controls the annual professional football championship game known as the "Super Bowl," the largest national annual sporting event held in this country; and NFL Properties LLC ("NFLP" or, together with the League, the "NFL") owns, produces and controls the "NFL Experience," and along with other NFL Affiliates, owns, produces and controls certain other events associated with the Super Bowl ("Official Events");

WHEREAS, SF SB Committee is submitting a bid to host Super Bowl LI with the expectation that Super Bowl LI will be played in the Santa Clara Stadium and other Super Bowl events will occur in the City of Santa Clara and the City of San Francisco;

WHEREAS, the City of Santa Clara is supportive of SF SB Committee's bid to host Super Bowl LI and has within its jurisdiction facilities and their premises, access roads, thoroughfares and other areas which may be used for the purposes of organizing, promoting, accommodating, staging and conducting Super Bowl LI and its related Official Events and activities, including the Santa Clara Stadium;

WHEREAS, the Santa Clara Police Department is officially charged with the responsibility to provide public safety services within the City of Santa Clara; and,

WHEREAS, the Stadium Project, including consideration of a Super Bowl being held at the Stadium has previously undergone environmental review pursuant to the California Environmental Quality Act ("CEQA") and was considered as part of the project Environmental Impact Report certified for the proposed 49ers Santa Clara Stadium Project at 4900 Centennial

Boulevard (the "Stadium EIR").

NOW THEREFORE, THAT AS REQUESTED BY THE NFL, AND AS PART OF THE FORMAL BID OF SF SB COMMITTEE TO HOST SUPER BOWL LI WHICH INCLUDES THE USE OF THE SANTA CLARA STADIUM AS THE VENUE FOR SUPER BOWL LI AND RELATED OFFICIAL EVENTS, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Council hereby finds, for the following reasons, and based on the provision of CEQA (with particular reference to 14 California Code of Regulations, Section 15162), that the Stadium EIR has served as the environmental documentation pursuant to CEQA for approval of this Resolution and the Super Bowl. The City Council further specifically finds that there have not been any of the following occurrences since the approval of the Stadium EIR that would require a subsequent or supplemental environmental document in connection with approval of this Resolution and a Super Bowl being held at the Stadium:

- a. there have not been substantial changes in the project analyzed in the Stadium EIR which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program;
- b. there have not been substantial changes with respect to the circumstances under which the project analyzed in the Stadium EIR will be undertaken which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program; and,
- c. there has not been the appearance of new information which was not known and could not have been known as of the date of approval of the Stadium EIR and the Mitigation Monitoring Program which is relevant to the approval of the Stadium EIR and

the Mitigation Monitoring Program as it relates to the approval of the documents and agreements set forth in this Resolution.

2. Upon designation of the Santa Clara Stadium as the site for Super Bowl LI and related Official Events, and at all times thereafter, the Santa Clara Police Department shall provide all law enforcement and public safety services (including without limitation proper vehicular and pedestrian traffic control, security, police escorts from time to time as requested by the NFL and the two participating Teams (the "Teams"), other police services and supplies for the protection of people and property) reasonably necessary to the success of Super Bowl LI and related Official Events within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the Super Bowl, such services are below, equal to or beyond the normal level and range of public safety services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the NFL or the Teams.

3. The Santa Clara Police Department agrees that neither the NFL, nor the Teams, nor any director, shareholder, officer, agent, employee or other representative of the NFL or the Teams shall be held accountable for or incur any financial responsibility or liability of any kind or nature whatsoever in connection with the law enforcement and public safety services planned and/or provided relating to Super Bowl LI and related Official Events.

4. The City Manager is hereby authorized and directed to file a Notice of Determination with respect to the approvals set forth in this Resolution in accordance with the applicable provisions of CEQA.

5. Nothing herein shall prevent the City from seeking reimbursement for law enforcement and public safety costs from the Super Bowl host committee or any other entity other than the NFL.

and the Teams

6. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

7 Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE 19TH DAY OF MARCH, 2013, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Davis, Gillmor, Kolstad, Mahan, Marsalli and O'Neill and Mayor Matthews
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:

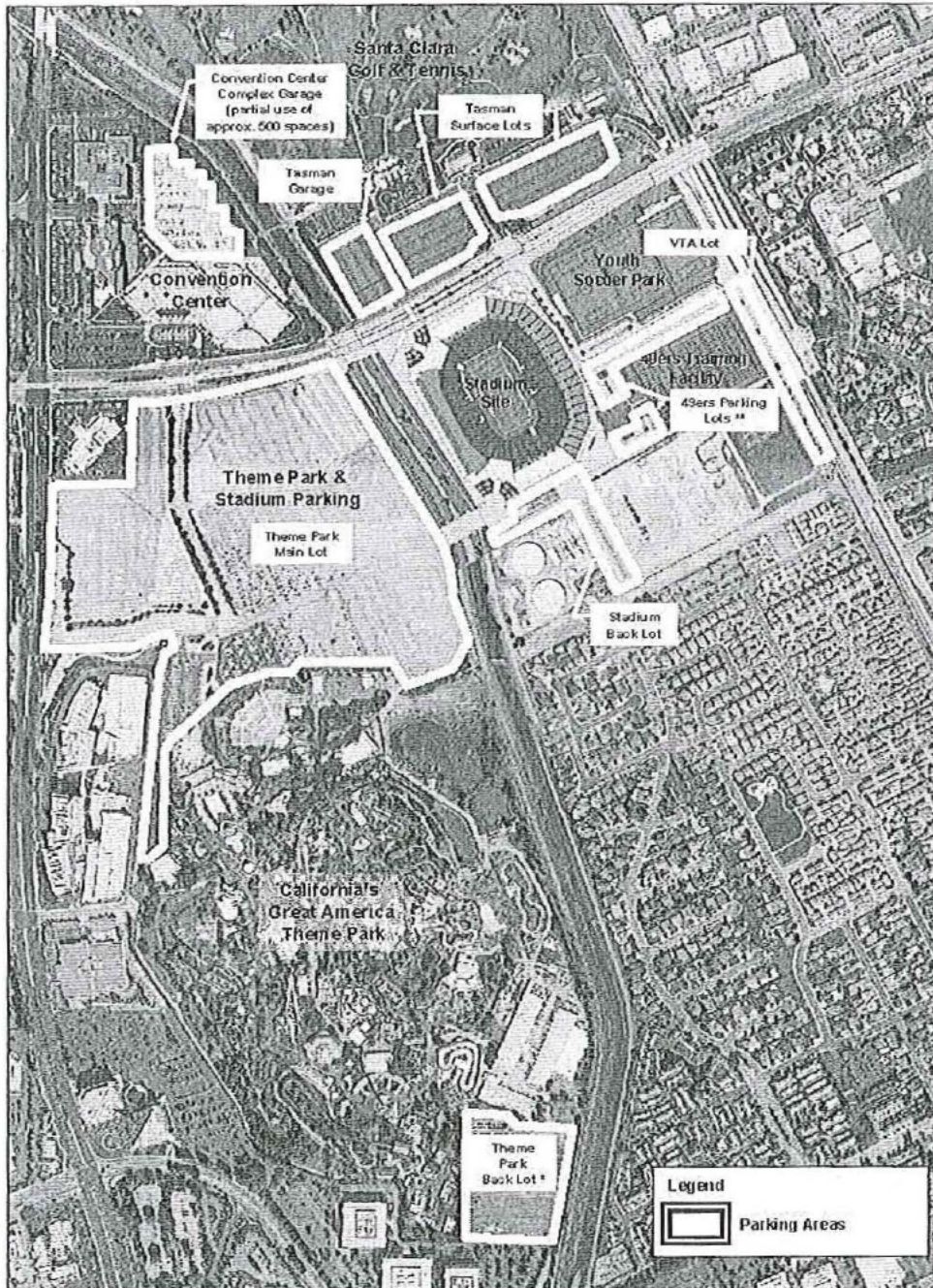


ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

EXHIBIT B
Parking Areas
[See attached]

Exhibit B



Notes: NFL or Host Committee to obtain Reservation Agreements with third parties (including Youth Soccer Park) for facilities and parking areas not identified in this Exhibit.
 * Coordination with Cedar Fair on Theme Park Backlot is required for use.
 ** Coordination with 49ers is required for use.

EXHIBIT C

The National Football League and its affiliates are defined as follows:

1. National Football League – A not-for-profit trade association under Section 501(c)(6) of the Internal Revenue Code.
2. National Football League Management Council – A not-for-profit trade association under Section 501(c)(6) of the Internal Revenue Code.
3. NFL Ventures, L.P. – A Delaware partnership taxable under Subchapter K of the Internal Revenue Code.
4. NFL Ventures, Inc. – A Delaware corporation taxable under Subchapter C of the Internal Revenue Code.
5. NFL Productions, LLC – A Delaware single-member limited liability company wholly owned by Ventures, L.P.
6. NFL Enterprises, LLC – A Delaware single member limited liability company wholly owned by Ventures, L.P.
7. NFL Properties, LLC – A Delaware single-member limited liability company wholly owned by Ventures, L.P.
8. NFL International LLC – A Delaware single-member limited liability company wholly owned by Ventures, L.P.
9. NFL Productions, Inc. – A Delaware corporation taxable under Subchapter C of the Internal Revenue Code.
10. NFL Network Services, Inc. – A Delaware corporation taxable under Subchapter C of the Internal Revenue Code.
11. NFL Combine Properties, Inc. – A Delaware corporation taxable under Subchapter C of the Internal Revenue Code.
12. NFL Foundation – National Football League – A District of Columbia not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code.
13. NFL Youth Football Fund – National Football League – A District of Columbia not for-profit organization under Section 501(c)(3) of the Internal Revenue Code.
14. The NFL Member Clubs.
15. Any entity the NFL designates as an Affiliate to the Host Committee at least 30 days prior to the Super Bowl.