



Date: February 17, 2009

To: City Manager/Executive Director for Council/Redevelopment Agency Action

From: Assistant City Manager

Subject: Amendment No. 2 to the Consulting Contract with Keyser Marston Associates, Inc. for Fiscal and Economic Analysis to Assist Staff in the 49ers Stadium Term Sheet Negotiations and Revised Notice of Preparation of EIR for 49ers Stadium Project

EXECUTIVE SUMMARY:

At their January 15, 2008 meeting, the Council/Redevelopment Agency determined the proposed San Francisco 49ers stadium project to be feasible, but with many outstanding issues requiring resolution in the next phase of negotiations. On February 12, 2008, the Council/Agency directed the City Manager to execute a Negotiating Agreement between the City and the San Francisco 49ers to proceed with the Term Sheet negotiations.

Consulting Services for Term Sheet Negotiations

At their February 12, 2008 meeting, the Council/Agency authorized the use of an additional \$500,000 of Agency appropriations for specialized legal and consulting services to support City/Agency staff in conducting the term sheet negotiations, and approved a legal services agreement with the firm of Goldfarb and Lipman, and a fiscal and economic analysis consulting agreement with the firm of Keyser Marston Associates, Inc. (KMA). Additionally, funds were set aside for specialized consulting in the areas of sports financing and operations. These monies come from Redevelopment Agency tax increment revenues and can only be used to support redevelopment activities in the North Bayshore Area. General Fund monies have not been used in engaging consulting services for the stadium proposal.

On June 17, 2008, the Council/Agency approved an amendment to the Negotiating Agreement to extend the deadline for Term Sheet negotiations through February 2009, and on November 25, 2008, the Council/Agency approved Amendment No. 1 to the consulting contract with KMA for fiscal and economic analysis during the extended period of the Term Sheet negotiations. Since that time, the downturn in the national and state economy has had a significant financial impact on the City's Redevelopment Agency. In addition, the 49ers have recently announced the concept of sharing the stadium with a second NFL team. Both the City and the 49ers have needed additional time to assess the financial implications of these recent developments, which has caused a delay in the Term Sheet negotiation process; however, it is anticipated that a completed Term Sheet will be brought forward to Council in late March or early April 2009.

Due to these unanticipated circumstances that have increased the complexity and range of financial issues involved in the Term Sheet negotiations, it is necessary to increase by \$37,000 the funding amount for the City's fiscal and economic consultant, KMA. There is no change to the total amount of \$1 million appropriated for the Feasibility Study and Term Sheet negotiations, as unexpended funds remain from appropriated monies. The KMA contract amendment has been placed in Council Offices for review.

Revised Notice of Preparation

The concept of the two-team stadium has implications for the preparation of the Draft Environmental Impact Report (EIR) that is currently underway. The application has been amended to recognize the possibility that two NFL teams could share the facility, essentially doubling the number of games that could occur during the season if a second NFL team becomes a reality. This has affected some of the issues that are currently undergoing analysis by the City's environmental consultant, requiring reevaluation or adjustment to some of the studies in order to address the potential effects from the additional games.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

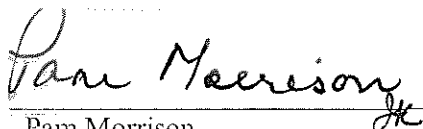
Increasing the funding for the Agency's external fiscal and economic consultant will allow staff the opportunity to continue with the Term Sheet negotiations into and through its final stages, employing resources that have been critical to the negotiation effort to date.

ECONOMIC/FISCAL IMPACT:

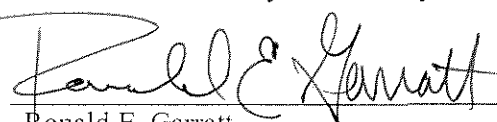
This amendment will increase KMA's contractual not-to-exceed amount by \$37,000, to a total of \$287,000 for Term Sheet negotiations. The amendment does not change the total Term Sheet negotiations cost of \$500,000 (\$1 million including the feasibility study), as unexpended funds remain from appropriated monies. Funds are available in the Redevelopment Agency Contractual Services account (901-9011-87870).

RECOMMENDATION:

That the Council/Agency approve Amendment No. 2 to the consulting contract with Keyser Marston Associates, Inc. in the amount of \$37,000 for fiscal and economic analysis to assist staff in the 49er stadium Term Sheet negotiations, for a total contractual amount not to exceed \$287,000, and authorize the City Manager/Executive Director to execute Amendment No. 2.



Pam Morrison
Administrative Analyst to the City Manager



Ronald E. Garratt
Assistant City Manager

APPROVED:



Jennifer Sparacino
City Manager/Executive Director for
Redevelopment Agency

Certified as to Availability of Funds:

901-9011-87870 \$ 37,000.00

*ok
MAP*



Mary Ann Parrot
Director of Finance/
Redevelopment Agency Treasurer

Documents Related to this Report:

- 1) *Amendment to Professional Services Agreement between the Agency and Keyser Marston Associates, Inc.*
- 2) *Revised Notice of Preparation of a Environmental Impact Report for the 49ers Stadium Project*

**NOTICE OF PREPARATION
OF A
ENVIRONMENTAL IMPACT REPORT
FOR
THE 49ers STADIUM PROJECT**

February 2009

Introduction

The San Francisco 49ers NFL Football Team proposes to construct a football stadium for 68,500 seats on an existing parking lot in the City of Santa Clara. Approval of the proposed stadium and related facilities, including off-site event parking, will require actions by the City of Santa Clara, including the preparation and certification of an Environmental Impact Report (EIR) to support zoning amendments and other entitlements.

The purpose of an Environmental Impact Report (EIR) is to inform decision-makers and the general public of the environmental effects of a proposed project that an agency may implement or approve. The EIR process is intended to provide information sufficient to evaluate a project and its potential for significant impacts on the environment; to examine methods of reducing adverse impacts; and to consider alternatives to the project.

The EIR for the proposed project will be prepared and processed in accordance with the California Environmental Quality Act (CEQA) of 1970, as amended. The EIR will address the significant or potentially significant effects of the proposed project. In accordance with the requirements of CEQA, the EIR will include the following:

- An executive summary including a summarized project description and a list of identified significant impacts and proposed mitigation;
- A detailed project description;
- A description of the existing environmental setting, environmental impacts, and mitigation measures for the project;
- Alternatives to the project as proposed; and
- Environmental consequences, including (a) any significant environmental effects which cannot be avoided if the project is implemented; (b) the growth inducing impacts of the proposed project; and (c) cumulative impacts including global climate change.

Project Location

The proposed project is comprised of multiple sites which are not directly adjacent to one another. The general location of the project is the area bound by Highway 101, State Route 237, Lawrence Expressway, and the Guadalupe River in the City of Santa Clara. Figures 2 and 3 have been provided to show the general location of the project area. A more detailed description of the project location is provided below.

As shown on Figures 1 and 4, the project site is comprised of four separate properties including the proposed stadium site (site C), the proposed parking garage site (site A), the existing substation (site B), and the proposed substation receiver site (Site D). In addition, numerous public and privately owned properties have been identified for the possible utilization of existing off-site surface parking (see Figure 5).

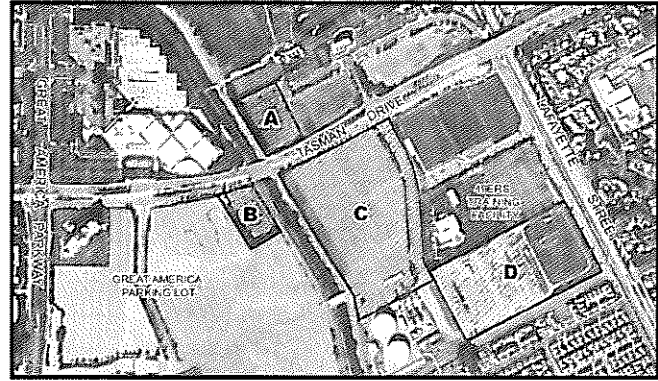


Figure 1 – Project Locations

The stadium site encompasses approximately 22.0 acres located generally at the southwest corner of the intersection of Tasman Drive and Centennial Boulevard in the City of Santa Clara.

The joint-use parking garage that would provide a portion of the necessary parking for the facility is proposed on 2.0 acres on the north side of Tasman Boulevard, immediately east of San Tomas Aquino Creek.

The existing substation is on 2.1 acres located at the southwest corner of San Tomas Aquino Creek and Tasman Drive; the proposed substation receiver site is a 14.2-acre property located immediately southeast of the stadium site that contains the Silicon Valley Power’s Northern Receiving Station.

The project is proposing to use existing off-site parking to be located throughout the industrial and commercial area within walking distance of the proposed stadium site. Figure 5 shows the locations of the candidate parking areas.

Project Description

The proposed project includes four specific components:

- Stadium
- Substation Relocation
- Off-Site Surface Parking
- Parking Garage (Shared Use)

Each of these project components are described below.

Stadium Component

The proposed stadium site is bounded on the north by Tasman Drive, on the east by the Santa Clara Youth Soccer Park (soccer park) and the existing Marie P. DeBartolo Sports Centre¹, on the south by Silicon Valley Power’s Northern Receiving Station (receiving station) and the City of Santa Clara’s North Side Water Storage Tanks (water storage tanks), and on the west by San Tomas Aquino Creek. Most of the stadium site is currently designated as an overflow parking lot for the nearby California’s Great America theme park (Great America).

¹ The Marie P. DeBartolo Sports Centre is the current training facility and corporate headquarters for the San Francisco 49ers football team and will be referred to in this document as the training facility.

Figure 2 – Regional Map

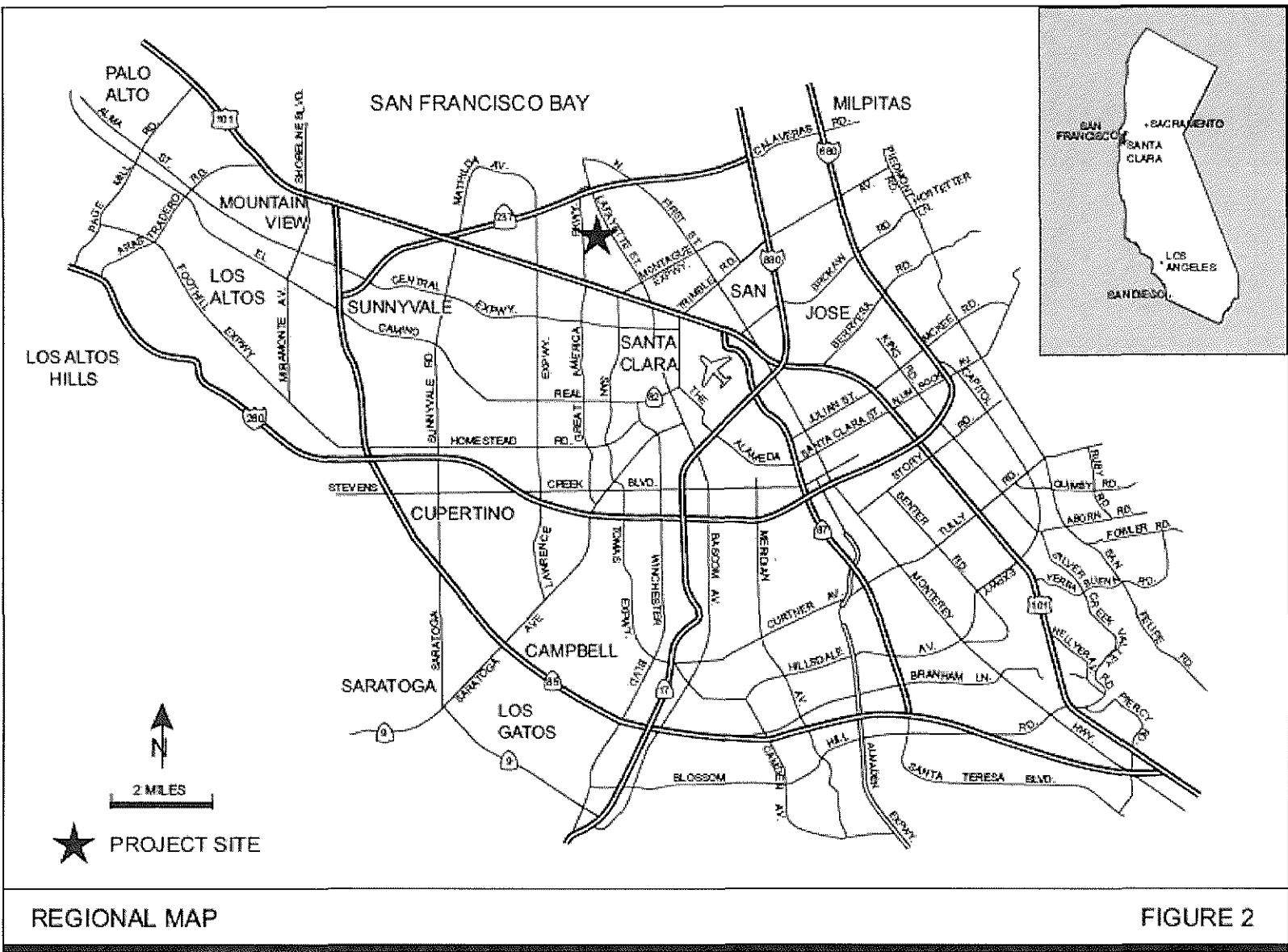


Figure 3 – Vicinity Map

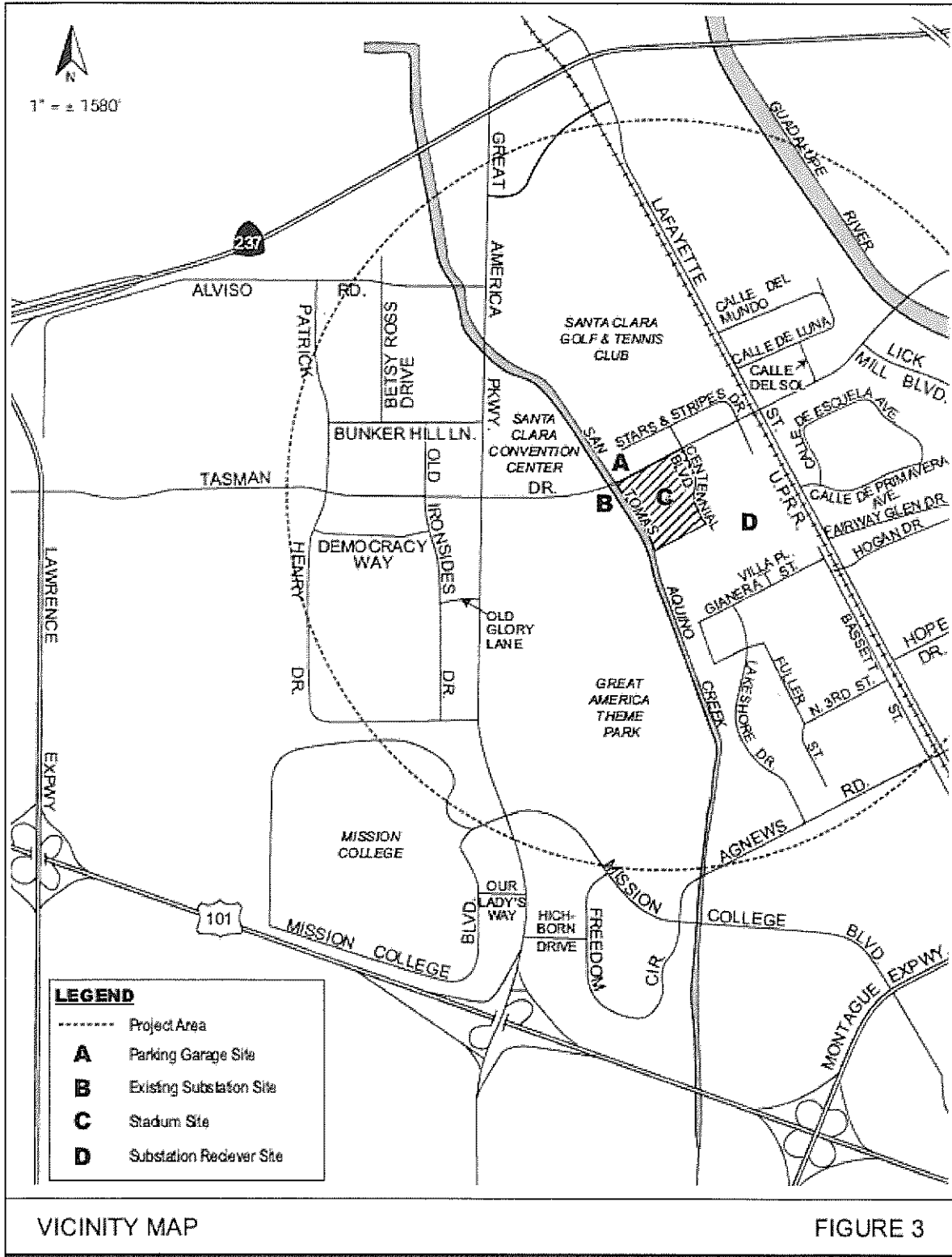


Figure 4 – Project Area

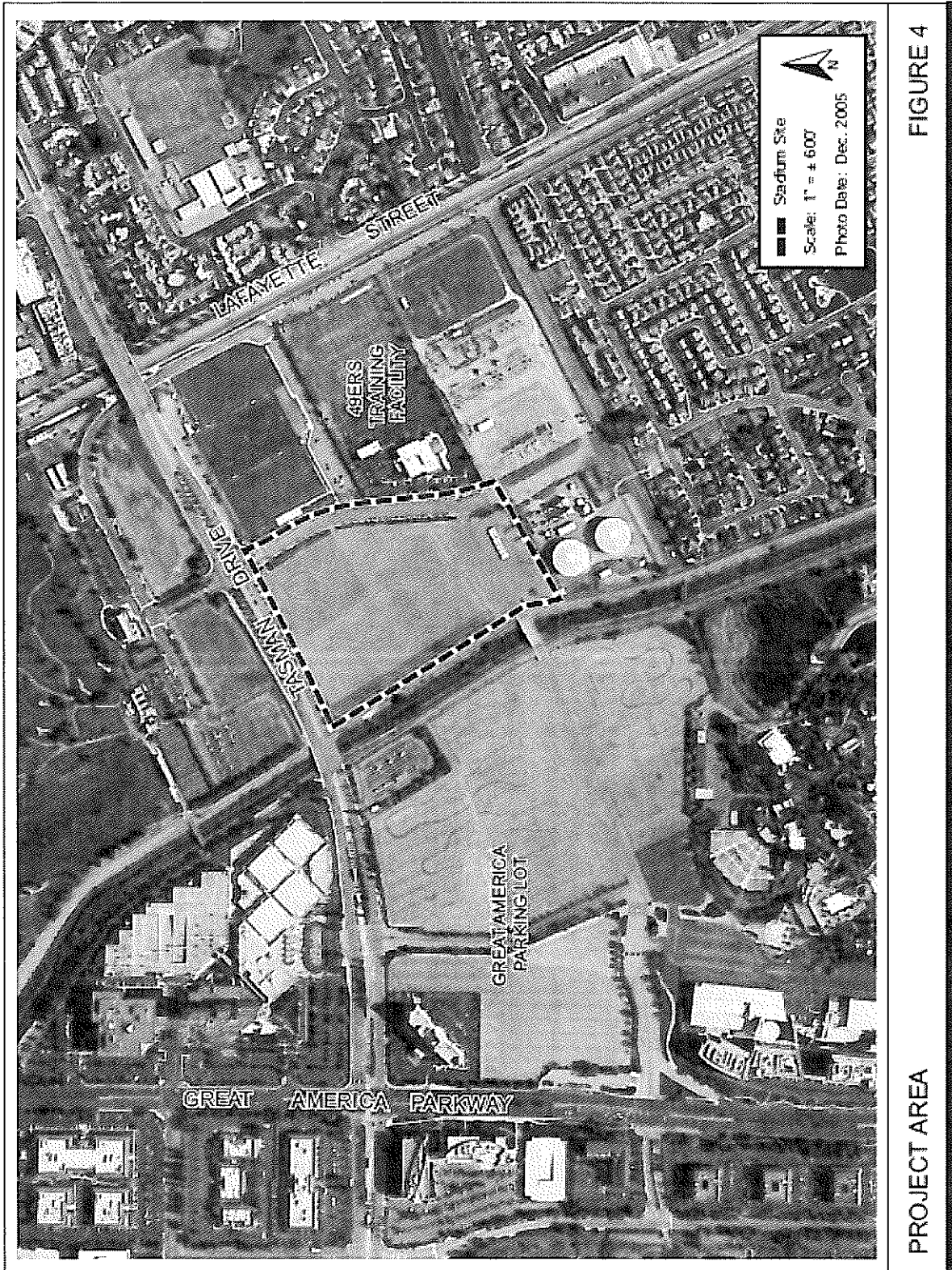
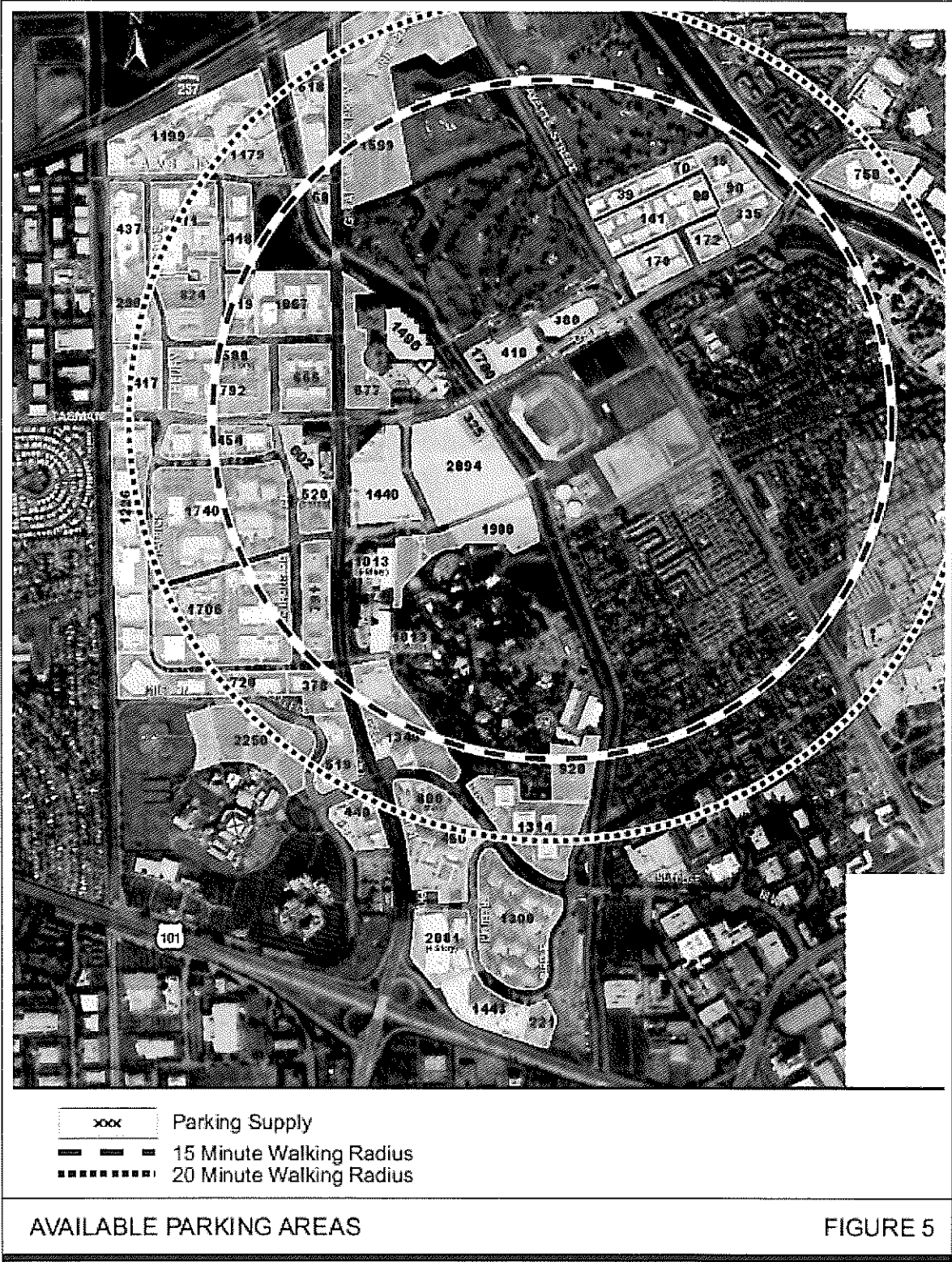


FIGURE 4

PROJECT AREA

Figure 5 – Parking Locations



The stadium would be developed and owned by a public agency to be formed by the City of Santa Clara and the City's Redevelopment Agency. The stadium would be leased to the San Francisco 49ers (49ers team), a National Football League (NFL) franchise, for playing home games during the NFL pre-season, regular season, and post-season and other NFL related events. In addition to football events, use of the stadium may range from incidental use of meeting room facilities within the main building, including support of Convention Center activities, to significant activities such as concerts and other sporting events that could use a significant amount of the available seating. Approximately 20 non-NFL related significant events per year are contemplated.

The NFL is encouraging any franchise proposing a new stadium in a large market (i.e., capable of supporting more than one team in a relatively close geographic area), such as the Bay Area, to evaluate the potential shared use of the stadium by a second NFL team. There are currently no specific plans for use of the stadium by a second NFL team. Nevertheless, the analysis in this EIR will evaluate impacts from two NFL teams using the stadium to comply with the proposed NFL recommendation. Given that teams typically play half of all pre-season and regular season games at home, the use of the stadium by two NFL teams could result in one NFL event at the stadium every week from the beginning of pre-season in August through the end of December for a minimum of 20 NFL events per year.²

In addition to the pre-season and regular season games, there is also the possibility that either team could host up to two post-season play-off games. A maximum of four post-season games would only occur at the proposed stadium if 1) both teams were in separate divisions (AFC or NFC), 2) 3) each team hosted and won either a first round wild-card play-off game or a second round divisional play-off game, and 3) each team then hosted a conference championship game. The likelihood of four post-season games occurring is so remote that the EIR analysis only assumes up to two play-offs games per year total.³

There is also the likelihood that a new stadium would be asked to host a Superbowl game. The Superbowl is considered an extraordinary event and would likely only occur approximately once every five to 10 years.

The proposed stadium would have a permanent seating capacity of up to 68,500 seats and will be designed to expand to approximately 75,000 seats for special events. An NFL Super Bowl game would be an example of a special event requiring additional seating. The stadium structure would have a maximum height of 175 feet above the ground surface with light standards on top of the structure reaching a maximum height of 200 feet above the ground surface. The stadium would be five levels on the east, north, and south sides and nine levels (referred to as the Suite Tower) on the west side. The event level of the stadium (i.e., ground level) would include the playing field, locker rooms, main commissary, facilities for groundskeeping staff, operations (including management, security, and janitorial), truck docks, and facilities for various other support functions. The event level will be constructed at approximately the existing site elevation (an average of 12 feet above sea level⁴). The press as well as TV and/or radio broadcast personnel will have facilities at the Press Level located on the top floor of the west side. The box office, 49ers Team store, Stadium Authority office, and for-lease commercial space will be located on

² The NFL has a 17-week regular season schedule. Every NFL team, however, has a "bye" week each season during which they do not play. As a result, each team plays sixteen regular season games during a 17 week period. Depending on the schedule for each of the two teams, it is possible that there would be one week out of the regular season where no games are played.

³ The two post-season game scenario assumes that either both teams would host a first round play-off game or one team hosts and wins a first round play-off game and then hosts the conference championships.

⁴ USGS, Milpitas Quadrangle California 7.5 Minute Topographic Map, NW/4 San José 15" Quadrangle.

ground level along the Tasman Drive frontage.

In order to accommodate the stadium as proposed, Centennial Boulevard south of Tasman Drive will need to be abandoned and the roadway removed. A two-lane access driveway will be added along the eastern boundary of the stadium site to provide access to the soccer park. With the new two-lane driveway, access to the soccer park will not change. Vehicular access to the training facility and the receiving station will be from Stars and Stripes Boulevard which is accessed via Centennial Boulevard north of Tasman Drive. During significant events, including NFL games, Tasman Drive may be temporarily closed to vehicle access (with the exception of emergency vehicles) between Great America Parkway and Centennial Boulevard to accommodate crowds entering and leaving the stadium. In addition to the temporary closing of Tasman Drive, the widening of the existing overflow parking lot bridge and the construction of a pedestrian-only bridge south of the Tasman Drive bridge over San Tomas Aquino Creek are also contemplated to enhance pedestrian movement.

Substation Relocation Component

The existing electrical substation equipment located on the Tasman Substation site, immediately west of San Tomas Aquino Creek, may be relocated to the west end of Silicon Valley Power's Northern Receiving Station. Specifically, the electrical equipment would be placed west of the 60k bus structure and just south of the Control House building. Relocation of the substation would include abandonment, removal, and relocation of portions of the transmission lines serving the substation and surrounding properties. An existing electric service that serves the Light Rail would remain along Tasman. The abandoned substation site could be developed with additional surface parking.

Parking Component

The proposed 68,500 seat stadium would require 17,125 parking stalls under the City's zoning requirements. It is estimated, however, based on historic usage of the existing 49ers team stadium that approximately 19,000 attendee parking stalls and 1,740 employee parking stalls will be required for NFL Football events and other large non-NFL events. The anticipated parking demand could not be accommodated on the stadium site and would require approval of a parking arrangement or master plan that utilizes off-site parking facilities for events.

The required parking will be provided through existing and planned parking facilities in the immediate project area. New parking facilities will include the proposed shared parking structure north of Tasman Drive (discussed below), proposed surface parking immediately east and south of the stadium, and the additional surface parking proposed to replace the existing Tasman substation site. Existing parking lots in the area that could be utilized for large event parking include the main Great America parking lot, the undeveloped lots adjacent to the parking structure site (south of and adjacent to the Santa Clara Golf and Tennis Club), and the surface parking lots and structured parking of nearby businesses (most of which are located west of San Tomas Aquino Creek on both sides of Great America Parkway). These parking facilities, many of which are underutilized during weeknights and weekends, could be made available by contractual arrangements for large events at the stadium. Circumstances related to development or redevelopment of any or all of these parking sites could result in changes to the master parking plan over time. It is contemplated that rights to use off-site parking facilities will require land use entitlements within a prescribed parking overlay.

Parking Garage Component

The new six-story parking garage would be located on approximately two-acres of a four-acre site directly across Tasman Drive from the proposed stadium. As stated above, the parking structure would have up to 1,780 parking stalls which would be utilized by the stadium, the convention center, and the Great America theme park⁵. Vehicular access to the parking structure will be provided directly from Tasman Drive and from Stars & Stripes Boulevard via Centennial Boulevard. A clear span pedestrian bridge could be included to connect the garage to the Convention Center across San Tomas Aquino Creek to the west.

Potential Environmental Impacts of the Project

The EIR will identify the significant environmental effects anticipated to result from development of the project as proposed. The EIR will evaluate impacts from the proposed project in the following specific environmental categories:

1. *Land Use*

The project sites are located in a developed urbanized area surrounded by commercial, industrial, and residential land uses. The EIR will describe the existing land uses adjacent to and within the project area. Land use impacts which would occur as a result of the proposed project will be

analyzed, including the compatibility of the proposed and existing land uses in the project area. Due to the need for off-site parking and possible conflicts with other businesses in the project area, the EIR will also address the adequacy of the proposed parking plan. Mitigation measures will be identified for significant impacts, as warranted.

2. *Visual Resources*

The project vicinity includes a theme park, a golf course, a convention center, multi-story commercial and industrial buildings, and a residential neighborhood. The EIR will describe the existing visual setting of the project area and the visual changes that are anticipated to occur as a result of the proposed project. The EIR will also discuss possible light and glare issues and possible shade and shadow impacts from development of the proposed stadium. Mitigation measures will be identified for significant impacts, as warranted.

3. *Geology*

The project is located in Seismic Zone 4, which is the most seismically active region in the United States. The EIR will discuss the possible geological impacts associated with seismic activity and the existing soil conditions on the project sites. Mitigation measures will be identified for significant impacts, as warranted.

4. *Hydrology*

While the project sites are near or adjacent to San Tomas Aquino Creek which is designated as a

⁵ The proposed stadium site is currently designated as an overflow parking lot for the Great America theme park with 1,823 parking spaces. The proposed parking structure and surface parking lots north of Tasman Drive would provide approximately 2,570 parking spaces (1,780 in the garage and 790 in the surface lots) which would offset the loss of parking on the stadium site.

100-year flood zone, the project sites are located in Flood Zone X. Flood Zone X is an area subject to a 500-year flood; an area subject to a 100-year flood with depths of less than one foot or with drainage areas of less than one square mile; or an area protected by levees from a 100-year flood. The EIR will address the possible flooding issues of the sites as well as the effectiveness of the storm drainage systems and the project's effect on storm water quality. Mitigation measures will be identified for significant impacts, as warranted.

5. *Biological Resources*

The project sites currently contain some landscape trees and shrubs. The EIR will provide a discussion of the loss of trees on-site. The EIR will also address the proposed expansion of the two bridges over San Tomas Aquino Creek and the possible impact to habitat and special status species within the creek channel. Lastly, the EIR will address the possibility of the loss of burrowing owls and/or burrowing owl habitat. Mitigation measures will be identified for significant impacts, as warranted.

6. *Hazards and Hazardous Materials*

The stadium site is surrounded by industrial and commercial businesses and City utility facilities. The site is within the San José International Airport flight path and noise contour area. The EIR will summarize known hazardous materials conditions on and adjacent to the project sites, and will address the potential for the proposed development to be significantly impacted by hazardous materials and other hazards. Mitigation measures will be identified for significant impacts, as warranted.

7. *Cultural Resources*

Most of the City of Santa Clara is considered a sensitive area for prehistoric and historic resources because of the nearby local waterways, the known occupation of the area by the Costanoan (Ohlone) tribe, and the presence of the Santa Clara mission. The EIR will address the known presence of historic and archaeological sites in the project area and the likelihood for unknown resources to be found during construction of the project. Mitigation measures will be identified for significant impacts, as warranted.

8. *Transportation and Circulation*

The EIR will examine the existing traffic conditions in the vicinity of the project area including traffic conditions in nearby jurisdictions (i.e., San José, Milpitas, and Sunnyvale). A transportation impact analysis will be prepared for the proposed project in order to identify the transportation impacts of the proposed project on the existing local and regional transportation system and the planned long-range transportation network. In addition, the EIR will qualitatively analyze the adequacy of both vehicular and pedestrian access and circulation plans. Parking impacts on surrounding areas will be analyzed relative to significant stadium events. Mitigation measures will be identified for significant impacts, as warranted.

9. *Air Quality*

The EIR will address the regional air quality conditions in the Bay Area and will identify the proposed project's impacts to local and regional air quality. Temporary construction related impacts such as construction vehicle exhaust and air-borne particulates (i.e., dust) will also be

discussed. Mitigation measures will be identified for significant impacts, as warranted.

10. Noise

The existing noise environment on-site is created primarily by local traffic on Tasman Drive and Lawrence Expressway as well as aircraft fly-overs and operation of the Great America theme park. The EIR will discuss impacts to the proposed project from existing noise levels on the project site. The EIR will also discuss the increase in ambient noise levels in the project area that would result from implementation of the proposed project. Increases in the ambient noise levels could result from increased traffic, stadium event noise, and temporary construction noise. Noise levels will be evaluated for consistency with applicable standards and guidelines in the City of Santa Clara. Mitigation measures will be identified for significant impacts, as warranted.

11. Utilities

Implementation of the proposed project will result in an increased demand on utilities and public facilities compared to existing conditions. The EIR will examine the impacts of the project on public services, including utilities such as sanitary and storm drains, water supply, and solid waste management. In accordance with SB 610, a formal Water Supply Assessment will be prepared for the proposed project. Mitigation measures will be identified for significant impacts, as warranted.

12. Public Services

Implementation of the proposed project will result in an increased demand on some public services, such as police and fire protection. The EIR will address the availability of public facilities and service systems to support large events at the proposed stadium (including security and traffic management) and the possible need for private security service. The EIR will also address the potential for the project to require the construction of new police and/or fire facilities. Mitigation measures will be identified for significant impacts, as warranted.

13. Alternatives

The EIR will examine alternatives to the proposed project including a “No Project” alternative and one or more alternative development scenarios depending on the potential impacts identified. Alternatives discussed will be chosen based on their ability to reduce or avoid identified significant impacts of the proposed project while achieving most of the identified objectives of the project.

14. Significant Unavoidable Impacts

The EIR will identify those significant impacts that cannot be avoided, if the project is implemented as proposed.

15. Cumulative Impacts

The EIR will include a Cumulative Impacts section which will address the potentially significant cumulative impacts of the project when considered with other past, present, and reasonably foreseeable future projects in the area. A discussion of the projects contribution to global climate change will also be included in this section.

**AMENDMENT NO. 2 TO THE
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE REDEVELOPMENT AGENCY
OF THE
CITY OF SANTA CLARA
AND
KEYSER MARSTON ASSOCIATES, INC.**

This agreement ("Amendment No. 2") is made and entered into on this ____ day of February 2009, ("Effective Date") by and between The Redevelopment Agency of the City of Santa Clara, a redevelopment agency, a public body, corporate and politic, organized and existing in the County of Santa Clara, under and by virtue of the laws of the State of California (California Health and Safety Code section 33000, et seq.) ("Agency") with its primary business address at 1500 Warburton Avenue, Santa Clara, CA 95050, and Keyser Marston Associates, Inc., a California corporation ("Consultant"), with its primary business address at Golden Gateway Commons, 55 Pacific Avenue Mall, San Francisco, CA 94111. Agency and Consultant may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services by and between the Redevelopment Agency of the City of Santa Clara and Keyser Marston Associates, Inc.," dated February 12, 2008 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide fiscal, economic and land use analysis services, and the Parties amended the agreement to increase the not-to-exceed amount of one hundred fifty thousand dollars (\$150,000.00) by one hundred thousand dollars (\$100,000.00), bringing the total not-to-exceed amount to two hundred fifty thousand dollars (\$250,000.00), dated December 17, 2008 ("Amendment 1"); and
- C. The Parties now wish to amend the Original Agreement and Amendment 1 to increase the not-to-exceed amount of two hundred fifty thousand dollars (\$250,000.00) by thirty-seven thousand dollars (\$37,000.00), bringing the total not-to-exceed amount to two hundred eighty-seven thousand dollars (\$287,000.00).

In consideration of the above Recitals and the following mutual covenants and obligations, the Parties agree as follows:

AGREEMENT PROVISIONS

- 1. That the paragraph entitled "Maximum Not to Exceed Contract Amount" of Exhibit B, entitled "Schedule of Fees and Charges" of the Original Agreement, is hereby amended to read as follows:

"In no event shall the amount billed to Agency by Consultant for services under this Agreement exceed Two Hundred Eighty-Seven Thousand Dollars (\$287,000), subject to budget appropriations."

2. All other terms of the Original Agreement that are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Amendment No. 2 shall become operative on the Effective Date first set forth above.

REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA,
a redevelopment agency, a public body, corporate and politic,
organized and existing in the County of Santa Clara,
under and by virtue of the laws of the State of California

APPROVED AS TO FORM:

HELENE L. LEICHTER
Agency General Counsel

JENNIFER SPARACINO
Executive Director

ATTEST:

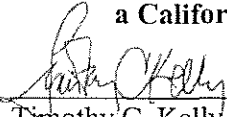
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax Number: (408) 241-6771

ROD DIRIDON, JR.
Agency Secretary

"Agency"

Keyser Marston Associates, Inc.
a California corporation

By:



Timothy C. Kelly
President
55 Pacific Avenue Mall
San Francisco, CA 94111
Telephone: (415) 398-3050
Fax Number: (415) 397-50655

"Consultant"

I:\CTYMNGRS\Agreements\2009\Keyser Marston Amd No. 2-02.24.09.doc

CITY OF SANTA CLARA

AGENDA MATERIAL ROUTE SHEET

Council Date: February 24, 2009

SUBJECT: Amendment 2 with Keyser Marston Associates to provide fiscal and economic analysis services to assist with preliminary negotiations with the 49ers to develop a Term Sheet Agreement.

CERTIFICATION

The proposed amendment regarding the provision of fiscal and economic analysis services to assist with preliminary negotiations with the 49ers to develop a Term Sheet Agreement has been reviewed and is hereby certified.

PUBLICATION REQUIRED:

The attached Notice/Resolution/Ordinance is to be published ___ time(s) at least ___ days before the scheduled meeting/public hearing/bid opening/etc., which is scheduled for _____, 200__.

AUTHORITY SOURCE FOR PUBLICATION REQUIREMENT:

Federal Codes:

Title _____ U.S.C. § _____ (Titles run 1 through 50)

California Codes:

Code _____ § _____ (i.e., Government, Street and Highway, Public Resources)

Federal Regulations:

Title _____ C.F.R. § _____ (Titles run 1 through 50)

California Regulations:

Title _____ California Code of Regulations § _____ (Titles run 1 through 28)

City Charter § _____ (i.e., 1310. Public Works Contracts. Notice published at least once at least ten days before bid opening) City Code § _____

1. As to City Functions, by

[Signature] Department Head

2. As to Legality, by

[Signature] City Attorney's Office 09.0231

3. As to Environmental Impact Requirements, by

NA Director of Planning and Inspection

4. As to Substance, by

[Signature] City Manager