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**FOURTH AMENDMENT TO AMENDED AND RESTATED
SAN JOSE ARENA MANAGEMENT AGREEMENT BETWEEN
THE CITY OF SAN JOSE,
AND
SAN JOSE ARENA MANAGEMENT, LLC**

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED SAN JOSE ARENA MANAGEMENT AGREEMENT ("FOURTH AMENDMENT") is made and entered into as of 11/30, 2010, between the CITY OF SAN JOSE, a municipal corporation ("City"), and SAN JOSE ARENA MANAGEMENT, LLC, a Delaware Limited Liability Company ("Manager"). The obligations of Manager hereunder are guaranteed by the San Jose Sharks LLC, a Delaware Limited Liability Company, as set forth in Attachment 12.

RECITALS

A. WHEREAS, Manager and City entered into an agreement (the "Agreement to Enter"), dated October 24, 1991, which provided for the design and construction of the Arena Facilities.

B. WHEREAS, City and Manager entered into the Amended and Restated San Jose Arena Management Agreement ("Agreement") as of December 2000.

C. WHEREAS, on January 13, 2004 City and Manager entered into a First Amendment to the Management Agreement and an Addendum to the Management Agreement.

D. WHEREAS, on August 17, 2007 City and Manager entered into a Second Amendment to the Management Agreement as well as City and Manager also entered into a Capital Enhancement Agreement.

E. WHEREAS, on June 15, 2010 City and Manager entered into a Third Amendment to Amended and Restated San Jose Arena Management Agreement.

F. WHEREAS, the purpose and intent of this FOURTH AMENDMENT is to set forth the terms under which the Manager may display advertising for distilled spirits on the Arena Facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and of the terms, covenants and conditions herein contained, the parties mutually agree as follows:

Section 1. Attachment No. 11 to the Agreement is deleted in its entirety and Amended and Restated Attachment No. 11, attached hereto, is substituted therefore.

Section 2. Section 4.13 of the AGREEMENT entitled "Compliance with Contemporary Community Standards" is hereby amended to read in its entirety as follows:

"Section 4.13. Compliance With Contemporary Community Standards.

Manager shall comply with the Applicable Standard in advertising, and promoting events at the Arena and in all other aspects of its management and operation of the Arena Facilities pursuant to this Management Agreement. Manager agrees that events booked at the Arena will be of a quality that comparable managers would be willing to book at other arenas meeting the Applicable Standard.

Manager and Sharks shall have the right to dispense and permit consumption of alcohol, to advertise alcohol and other products, and to present entertainment and permit dancing in the Club as and where provided on Amended and Restated Attachment No. 11, attached hereto and incorporated herein ("Manager's Uses"). The items on Amended and Restated Attachment No. 11 that are qualified by the phrase "subject to general City ordinances" may be further restricted by the City without any compensation to Manager, provided that City does so by way of an ordinance or resolution adopted by the City Council that is generally applicable to all sports and entertainment or businesses operating within the City. Manager may impose more stringent restrictions if it deems advisable. Manager's Uses shall not be conducted or permitted by Manager in a location or manner prohibited in Amended and Restated Attachment No. 11 without the prior written consent of City, which may be withheld in its sole and absolute discretion. Notwithstanding anything herein to the contrary, City may prohibit or otherwise restrict advertising or distribution of tobacco products in the Arena in its sole and absolute discretion and without any liability or compensation to Manager, except as provided in clause III.A.1 of Amended and Restated Attachment No. 11.

Any ordinance or regulation of City or other governmental entity controlled by City (but not any governmental entity not controlled by City) that limits, prohibits or restricts alcohol consumption or advertising or the uses specified in III.A.1. and IV of Amended and Restated Attachment No. 11 in a manner inconsistent with this Section 4.13 or other provisions of this Agreement, and which has a material adverse effect on Manager's or Sharks, income from Arena operations, shall not be a breach of this Agreement if such ordinance or resolution is generally applicable to all other sports and entertainment businesses in the City of San Jose, or is consistent with the Applicable Standard. However, City, even though it may otherwise be a lawful exercise of the City's police power, agrees in such event to negotiate in good faith with Manager to

adjust the economic terms of this Agreement to reflect the economic impact of such ordinance or resolution on Manager. Notwithstanding the foregoing, if such ordinance or resolution is not general in application as described above but rather principally directed at or solely applicable to the Arena, and it is inconsistent with the Applicable Standard, then it shall be a breach of this Agreement, and Manager shall be entitled to a remedy under Article 23 below intended to compensate Manager for the economic harm to Manager caused thereby.

City and Manager agree to meet and confer from time to time for purposes of developing and maintaining effective alcohol management, noise and crowd control programs. Manager has requested and the parties agree to prohibit festival seating in the Arena, unless Manager determines that it can be done safely for a given event."

Section 3. A new Section 6.06, entitled "Distilled Spirits Advertising Revenues", is hereby added to the Agreement, to read in its entirety as follows:

"Section 6.06. Distilled Spirits Advertising Revenues. Manager shall have the right to advertise Distilled Spirits, and the revenues from such advertising shall be shared between the City and Manager pursuant to the terms and conditions set forth in Section III of Amended and Restated Attachment No. 11."

Section 4. Conflicts. It is expressly agreed among and intended by the parties that in event of a conflict or inconsistency between provisions of the Agreement and this FOURTH AMENDMENT, the provisions of this Amendment shall control and govern such conflict or inconsistencies.

Section 5. Definitions. Unless otherwise defined in this Amendment, all terms used in this FOURTH AMENDMENT shall be defined by the definitions set forth in the Agreement. The following Definitions are added to Article I Section 1.04. of the Agreement, entitled **References and Definitions:**

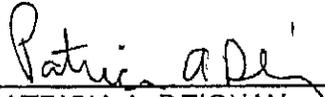
- A. "Distilled Spirits Advertising" shall have the definition set forth in Amended and Restated Attachment 11.

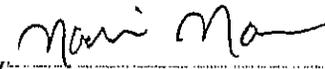
IN WITNESS WHEREOF, the parties have executed this Management Agreement as of the day, month and year first above written.

"CITY"

APPROVED AS TO FORM:

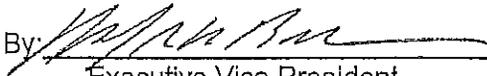
CITY OF SAN JOSE, a municipal corporation

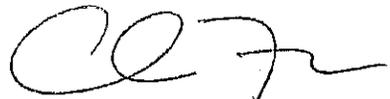

PATRICIA A. DEIGNAN
Chief Deputy City Attorney

By: 
Nadine Nader
Assistant to the City Manager

"MANAGER"

SAN JOSE ARENA MANAGEMENT LLC, a Delaware limited liability company

By: 
Executive Vice President
of Business Operations

By: 
Executive Vice President and
Chief Financial Officer

**AMENDED AND RESTATED
ATTACHMENT NO. 11**

The following are restrictions on certain Manager's Uses of the Arena, as referred to in Section 4.13 of the Agreement entitled "Compliance with Contemporary Community Standards".

I. Smoking.

- A. Smoking is prohibited in all interior areas of the Arena Facilities.
- B. Distribution of tobacco products or samples is prohibited (except within the Club).

II. Serving Alcohol.

- A. Beer, wine and hard liquor may be served in Club, restaurant, concourse area, private offices, private suites and Arena club seats. Service to other Arena seats will be limited to beer and wine only.
- B. Specific limitations may be imposed by Manager on sales depending on event, such as:
 - 1. Purchase limits.
 - 2. Sales cut-offs late in an event, subject to general City ordinances.
 - 3. No vending in seats.

4. Limiting sizes.
5. Third party requests for no-alcohol event, i.e., children's shows, religious gatherings, etc.

C. Manager will develop and implement an education and training program to educate and train employees (parking lot attendants, vendors, ticket-takers, security, management and anyone else working at the facility) to promote responsible alcohol use at an event.

III. Advertising Policies.

- A. 1. Manager will not display ads for tobacco products anywhere in the Arena Facilities, except for event related displays of tobacco products sold by event sponsors on the reader board and temporary signs during events only.
2. Beer and wine products will be permitted to be advertised and displayed without restriction.
3. Advertising of distilled spirits (excluding malt beverages and wine products) ("Distilled Spirits Advertising") shall be subject to the following restrictions:
- a. The number of such Distilled Spirits Advertisers shall not exceed six (6) at any one time.
 - b. Advertising signage must be consistent with the approved Advertising Plan as specified in Attachment 8 of this Agreement. The Arena Authority shall review these restrictions on Distilled Spirits Advertising on a biennial basis in concert with the review of the Advertising Plan, and based on such review, may

recommend in the Advertising Plan locational restrictions on Distilled Spirits Advertising in the Concourse, provided however, that no such prohibition will affect any contract then in effect.

- c. No such Distilled Spirits Advertising shall be placed on Manager or Sharks owned or operated vehicles, including, but not limited to, service/parking attendant carts, team mascot promotional vehicles; and ice resurfacing machines,
 - d. All such Distilled Spirits Advertising must conform to applicable industry standards
 - e. All such Distilled Spirits Advertising must either deliver a social responsibility message or feature only the brand name and/or logo. No such Distilled Spirits Advertising may contain call to action consumption messaging or product images.
4. On exterior of Arena, no fixed or permanent tobacco advertising or Distilled Spirits Advertising is permitted.
- B. In addition, Manager will refrain from advertising products in the concourse and other public areas of the Arena which, because of their nature, may be inappropriate for general public viewing.
- C. In consideration of the City's modification of the restrictions on Distilled Spirits Advertising, Manager agrees to share net revenues from such Distilled Spirits Advertising with the City under separate revenue sharing agreements as may be negotiated and entered into by the City Manager on a transaction by transaction basis. No Distilled Spirits Advertising shall be permitted until such cost

sharing agreement is entered into. In the context of such negotiations, and as requested by City, Manager will provide the City with costs incurred by the Manager in producing such advertising and the revenues generated from all such Distilled Spirits Advertising.

- D. The restrictions of this Attachment 11 on Distilled Spirits Advertising shall only apply to in-ice logos, players' benches, dashboards, penalty boxes, and Concourse pendants and Jumbo signs.

IV. Club Entertainment.

- A. Subject to general City ordinances, City may regulate entertainment (including employee costumes) when minors are permitted access to the Club, and nudity at all times.
- B. Except as provided above, all entertainment (including employee costumes) in the Club shall be permitted, subject to general City ordinances and state laws proscribing criminal behavior.
- C. Dancing by customers is permitted subject to general City ordinances.

ORIGINAL

**DISTILLED SPIRITS ADVERTISING REVENUE SHARING AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
SAN JOSE ARENA MANAGEMENT, LLC**

This Distilled Spirits Advertising Revenue Sharing Agreement ("Revenue Sharing Agreement") is made and entered into as of this 30th day of Nov, 2010, between the CITY OF SAN JOSE, a municipal corporation ("City") and SAN JOSE ARENA MANAGEMENT, LLC, a California limited liability company ("Manager").

RECITALS

WHEREAS, City and Manager have entered into that certain Amended and Restated San Jose Arena Management Agreement dated December 19, 2000 ("Management Agreement") which provides for Manager's lease, operation and management of the HP Pavilion at San Jose ("Arena"); and

WHEREAS, the Management Agreement has been amended from time to time, including specifically, the Fourth Amendment to the Management Agreement entered into on even date herewith (the "Fourth Amendment"); and

WHEREAS, the Fourth Amendment provides for the sharing of revenue with respect to Distilled Spirits Advertising, as defined in the Fourth Amendment, at the Arena; and

WHEREAS, Manager has entered into an agreement with Brown-Foreman Corporation on behalf of Jack Daniels Tennessee Whiskey ("Advertiser") signed November 17, 2010 (Distilled Spirits Advertising Agreement) which provides for the advertising of distilled spirits in certain areas of the Arena.

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

SECTION 1. CITY CONSENT

City consents to the Distilled Spirits Advertising Agreement for the period of time and in accordance with the terms of the Distilled Spirits Advertising Agreement.

SECTION 2. COMPENSATION

Manager shall transfer to City Twenty Thousand and No/100 Dollars (\$20,000.00) by March 11 of each year, commencing March 11, 2011.

SECTION 3. NO CHANGE TO ARENA ADVERTISING

Nothing herein gives approval to any change in the Arena Advertising restrictions contained in the Management Agreement and Attachment 8 to the Management Agreement. All required approvals for any change in the locations or extent of Arena Advertising program must be separately sought.

SECTION 4. WAIVER OF COVENANTS OR CONDITIONS

The waiver of any one party of the performance of any covenant or condition under this Revenue Sharing Agreement shall not invalidate this Revenue Sharing Agreement, nor shall it be considered by it of any other covenant or condition of this Revenue Sharing Agreement.

SECTION 5. TERM OF AGREEMENT

The term of this Revenue Sharing Agreement shall be from the full execution of this Revenue Sharing Agreement to August 31, 2011, inclusive, subject to the provisions of the Distilled Spirits Advertising Agreement.

SECTION 6. COMPLIANCE WITH LAWS

Manager shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 7. MANAGER'S BOOKS AND RECORDS

- A. Manager shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Manager pursuant to this Revenue Sharing Agreement.

- B. Manager shall maintain all documents and records which demonstrate performance under this Revenue Sharing Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Revenue Sharing Agreement.

- C. Any records or documents required to be maintained pursuant to this Revenue Sharing Agreement shall be made available for inspection or audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Unless an alternative is mutually agreed upon, the records shall be available at Manager's address indicated for receipt of notices in this Revenue Sharing Agreement.

SECTION 8. NOTICES

All notices and other communications required or permitted to be given under this Revenue Sharing Agreement shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY:

City of San Jose
Attention: City Manager
200 East Santa Clara Street
San Jose, CA 95113

To MANAGER:

San Jose Arena Management
Attention: Donald Gralnek
525 West Santa Clara Street
San Jose, CA 95113

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

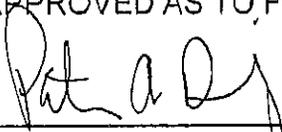
SECTION 9. INTEGRATION WITH MANAGEMENT AGREEMENT

The terms and conditions of this Revenue Sharing Agreement are intended to supplement and integrate with the terms of the Management Agreement. Except as

expressly provided herein, nothing in this Revenue Sharing Agreement shall be deemed to amend or modify the terms and conditions of the Management Agreement unless expressly set forth in this Revenue Sharing Agreement.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

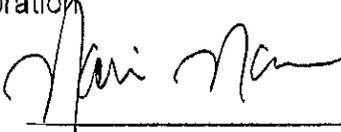
APPROVED AS TO FORM:



PATRICIA A. DEIGNAN
Chief Deputy City Attorney

"City"

CITY OF SAN JOSE, a municipal corporation

By: 

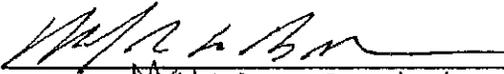
Nadine Nader
Assistant to the City Manager

"Manager"

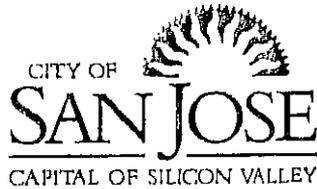
SAN JOSE ARENA MANAGEMENT, LLC,
a Delaware limited liability company

By: 

Print Name: Charles Foss
Title: ZUP + CFO

By: 

Print Name: Malcolm Bordelon
Title: Executive Vice president
Business Operations



Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Ed Shikada

SUBJECT: SEE BELOW

DATE: 10-29-10

COUNCIL DISTRICT: Citywide

RE: FOURTH AMENDMENT TO AMENDED AND RESTATED MANAGEMENT AGREEMENT WITH ARENA MANAGEMENT

RECOMMENDATION

Adoption of a resolution authorizing the City Manager to negotiate and execute a Fourth Amendment to the Amended and Restated Management Agreement with Arena Management by and between the City and San Jose Arena Management, regarding the removal of certain restrictions on the advertising of alcohol in public areas of the HP Pavilion.

OUTCOME

Expand advertising policies at HP Pavilion to allow hard liquor advertising consistent with industry standards and the Advertising Plan for the Arena, and provide for the sharing of revenues from such advertising.

BACKGROUND

There are a number of conditions included in the Amended and Restated San Jose Arena Management Agreement relating to the advertising policies for alcoholic beverages in HP Pavilion at San Jose. These conditions were negotiated and agreed to in the original 1991 Agreement with San Jose Arena Management. At that time it was acknowledged that while in most respects the Arena was to be operated in a manner comparable to other major arenas in the San Francisco Bay Area (the "Applicable Standard") there were certain areas, related to primarily to the use and advertising of alcohol and tobacco products, that were exempted from the Applicable Standard definition and are required to be consistent with what the Agreement refers to as "Contemporary Community Standards." At the time these provisions were negotiated, neither the NHL or the NBA permitted advertising of spirits in their venues and therefore it was not common in the indoor arenas at the time.

In 2008, the NHL released distilled beverages (distilled spirits) advertising guidelines. These guidelines were established for the following reasons: (1) to address the expansion of advertising and promotional opportunities which would allow teams to execute promotions

within arenas; and (2) to sell line of sight signage under the distilled spirits category. (Please note that line of sight signage refers to signage placed in the arena event seating area and that the NHL has approval rights with all line of sight distilled spirits advertising.) Additionally, per NHL guidelines, distilled spirits advertising may feature only the beverage brand name and/or logo with no call-to-action consumption messaging ("Pick up a bottle of XYZ spirits tonight") or product images. With that in mind, the NHL will not approve advertising or promotions that include the following: (1) encourages the general consumption of alcohol; (2) depicts the actual consumption of alcohol; (3) portrays activity attractive primarily to persons under the legal drinking age; (4) promotes the irresponsible or illegal use of alcohol; (5) associates alcohol with social or personal achievement; and (6) associates alcohol with motor vehicles or activities requiring significant skills or care.

In 2009, the NBA released distilled spirits advertising guidelines that allows teams to accept advertising from and make promotional arrangements with spirits brands. Line of sight signage is subject to NBA approval and the ability to deliver a socially responsible message ("Don't drink and drive"). Similar to the NHL, the NBA will not approve a call-to-action message for distilled spirits.

These league actions have come about, in part, to attempt to generate revenue during the economic downturn. HP Pavilion Management has approached the City to amend the Amended and Restated San Jose Arena Management Agreement to consider the expansion of advertising policies relating to the advertising of hard liquor (distilled spirits) in HP Pavilion at San Jose. If approved, HP Pavilion Management and the City would share in revenue generated from the sale of distilled spirits advertising within interior public areas in HP Pavilion at San Jose.

ANALYSIS

Existing Agreement

The existing Management Agreement provides the following with regard to advertising of certain products within the on the Arena site:

Section 4.13. Compliance with Contemporary Community Standards of the Amended and Restated Arena Management Agreement provides that the Manager shall have the right to advertise alcohol products while complying with the Applicable Standard. The Management Agreement defines the Applicable Standard as *a standard of performance, operation and maintenance equal to or exceeding those generally applicable to contemporary comparable major arenas in the United States at which National Basketball Association (NBA) and/or National Hockey League (NHL) games are played. With respect to regulations of the advertising and serving of alcoholic beverages, the standard shall be equal to comparable major arenas and stadiums located in the San Francisco Bay Area.* Section 4.13 also contains exceptions to this definition of Applicable Standard for certain uses related to tobacco, alcohol and entertainment in the Club area as specified in Attachment 11 to the Management Agreement.

Attachment 11 of the Arena Management Agreement (attached) includes specific advertising policies, which states that beer and wine products are permitted to be displayed in public areas of the arena and hard liquor (distilled spirits) advertising may be affixed only to the scoreboard. HP Pavilion Management has advised the City that currently, the majority of NHL and NBA arenas in California are advertising distilled spirits in the facilities' interior public areas. These arenas include the Honda Center (Anaheim), Arco Arena (Sacramento), Staples Center (Los Angeles), and Oracle Arena (Oakland). For reference, during the 2009-10 NHL season, 24 out of 30 NHL clubs had distilled spirits partners/agreements.

Proposed Revisions to Existing Agreement

The proposed amendment to the Amended and Restated Management Agreement will update Attachment 11 to allow the advertising of distilled spirits (spirits) throughout the building provided that HP Pavilion Management adheres to the following provisions:

1. The number of distilled spirits advertisers shall not exceed six (6) at any one time.
2. Advertising signage must be consistent with the approved HP Pavilion Advertising Plan.
3. On exterior of arena, no fixed or permanent advertising of tobacco or distilled spirits is permitted.
4. Distilled spirits advertising is not permitted on Arena Management and/or Sharks owned or operated vehicles, including but not limited to, service/parking attendant carts, team mascot promotional vehicles, and ice resurfacing machines.
5. Spirit advertising adheres to applicable NHL guidelines and delivers a social responsibility message (i.e., don't drink and drive) or feature only the beverage brand name and/or logo with no call-to-action consumption messaging or product images.

In addition to the above proposed revisions to the Agreement, the City will request that the Arena Authority Board review the advertising after the first year to provide community feedback to the City.

In revising the Management Agreement to reflect the changes above, the Administration also recommends updating *Attachment 11* clarify that smoking is prohibited throughout the building.

HP Pavilion Advertising Plan

Under the existing terms of the Arena Management Agreement, HP Pavilion Management must submit an updated Advertising Plan for approval by the City every two years. The Advertising Plan describes the number and the location of signs that are permitted for advertising at the Arena. The proposed Amendment would allow the City to restrict the locations for the advertising of distilled spirits as part of the biennial review of the Advertising Plan based on future review of the advertising and community feedback.

Revenue Sharing from Advertising

Unlike the City's three Naming Rights Agreements whereby the City and HP Pavilion Management equally (50/50) share revenues generated from agreements, HP Pavilion

Management is not currently obligated to share revenues with the City that are generated from advertising. The proposed Fourth amendment would require the Manager to share a portion of annual net revenues generated from distilled spirits advertising with the City, as negotiated on a transaction by transaction basis. The Amendment would also authorize the City Manager to enter into those revenue sharing agreements.

Under the initial Revenue Sharing Agreement, HP Pavilion Management will provide a lump sum payment to the City for the first spirit advertiser in the amount of \$20,000. Due to the uncertainty of the revenue generation potential, the Administration recommends delegating authority to the City Manager to negotiate agreements with spirit advertisers to adjust the revenue sharing formula as deemed appropriate. HP Pavilion Management and the Administration will evaluate the costs incurred in advertising and the revenue generated from the first distilled spirits advertiser, and on a case-by-case basis thereafter, and negotiate revenue sharing for future agreements. Funds generated from the selling of distilled spirits advertising shall be directed to the City's General Fund.

EVALUATION AND FOLLOW-UP

The Administration is negotiating the terms of this proposed Fourth Amendment to provide an opportunity to evaluate: 1) community feedback of advertising distilled spirits at HP Pavilion and 2) revenue potential. Revenue sharing from future spirit advertisers will be negotiated based on the realistic understanding of what the market will sustain. The Arena Authority Board will review distilled spirits advertising after the first year of the program to provide community feedback to the City. Per the terms of the Arena Management Agreement, HP Pavilion Management is required to provide an advertising plan at least every two years to the City for approval. The Arena Authority Board subsequently reviews the advertising plan as well as any potential modifications submitted for consideration by HP Pavilion Management. Based on community feedback modifications may be made to the Advertising Plan during this review. The Arena Authority will also provide updates from time to time on program components as appropriate.

PUBLIC OUTREACH

- Criterion 1:** Requires Council action on the use of public funds equal to \$1 million or greater. **(Required: Website Posting)**
- Criterion 2:** Adoption of a new or revised policy that may have implications for public health, safety, quality of life, or financial/economic vitality of the City. **(Required: E-mail and Website Posting)**
- Criterion 3:** Consideration of proposed changes to service delivery, programs, staffing that may have impacts to community services and have been identified by staff, Council or a Community group that requires special outreach. **(Required: E-mail, Website Posting, Community Meetings, Notice in appropriate newspapers)**

On October 20, 2010, the Arena Authority held a special meeting to seek the Board's feedback on revising the Management Agreement to allow distilled spirits advertising and suggested amendment language. The Arena Authority Board of Directors approved an amendment to the Management Agreement that expands the advertising policies for distilled spirits advertising within the interior public areas of the Pavilion. Additionally, the Arena Authority Board recommended that no spirit advertising be allowed on the Zamboni ice making machines due to the attraction that those vehicles hold for children. Some concerns were expressed about advertising distilled spirits at children's shows and drinking and driving, and the appropriateness of advertising spirits on motor vehicles. HP Pavilion Management noted typically, promoters for children shows request non-alcohol events. For such events, within the arena, dasher boards are covered and electronic and scoreboard signage is not illuminated. However, the permanent signs in the Concourse would not be able to be changed.

COORDINATION

This memorandum was coordinated with the City Manager's Office, the City Attorney's Office and the Arena Authority.

CEQA

Not a Project, File No. PP10-066 (e), Services that involve no physical changes to the environment.



ED SHIKADA
Assistant City Manager

For questions please contact Sheila Tucker, Senior Executive Analyst at (408) 535-8115.