



December 13, 2018

Mr. Jim Mercurio, Stadium Manager
San Francisco Forty Niners Management Company
4900 Marie P. De Bartolo Way
Santa Clara, California 95054

Sent via Certified Mail, Return Receipt Requested

SUBJECT: Notice to provide Management Correction Plan, Stadium Management Agreement Section 3.3.2

Dear Mr. Mercurio:

This is to provide the San Francisco Forty Niners Management Company (Stadium Manager) with written notice that in the reasonable judgment of the Stadium Authority the Stadium Manager has not met the Stadium Authority's reasonable expectations with respect to the management of the Stadium. In particular Stadium Manager has not reasonably complied with its obligations under the parties' Stadium Management Agreement (Management Agreement) to (1) provide advance communication about and written reports for Non-NFL Events, and (2) comply with contract procurement procedures and restrictions as provided.

Accordingly, Stadium Authority hereby invokes its rights under Section 3.3.2 of the Stadium Management Agreement to demand a timely meeting with Stadium Manager's appropriate staff regarding these issues, and to then receive a written Management Correction Plan as provided under Section 3.3.2.

As explained below, Stadium Manager has not met these contractual obligations, nor its obligations to provide prudent and commercially reasonable good faith standard of care and duties under Sections 2.9 and 2.10 of the Management Agreement. Specifically, Stadium Manager has continually failed to comply with Section 3.3 of the First Amendment to the Stadium Management Agreement, Quarterly Status Meetings:

The Stadium Manager and the Executive Director shall, at the request of the Executive Director, at a mutually convenient time, meet and confer no less often than quarterly during the Term of the Management Agreement to report on the status of the Stadium Manager's activities pursuant to Paragraph 3.2 above and the then approved Marketing Plan, including, without limitation, the status of Stadium Manager's marketing and

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promotional efforts, the status of any ongoing negotiations with respect to Non-NFL Events, financial performance and other matters relating to past Non-NFL Events, development of the Marketing Plan for the succeeding fiscal year, and such other similar or other topics as the Stadium Authority may request. In addition, and without limiting the Stadium Manager's obligation to provide an Annual Statement of Stadium Operations pursuant to Section 4.2 of the Existing Management Agreement, the Stadium Manager shall furnish the Executive Director, within 45 days of each Non-NFL event with attendance projected to exceed 25,000 and on a quarterly basis for all other events, such written revenue or other reports relating to Non-NFL Events as the Parties may agree from time to time.

Attachment A provides specific examples demonstrating the lack of compliance with reporting on the status of the Stadium Manager's activities including, without limitation, the status of Stadium Manager's marketing and promotional efforts and the status of any ongoing negotiations with respect to Non-NFL Events. The Stadium Authority has made several efforts, dating back to December 2017, to seek improved performance and corrective action and Stadium Manager has not performed in compliance with these requirements. Further, Attachment B provides specific examples demonstrating Stadium Manager's lack of compliance in furnishing written Non-NFL Event revenue reports to the Stadium Authority Executive Director.

Stadium Manager has also failed to comply with Section 2.1 of the First Amendment to the Stadium Management Agreement, Stadium Procurement Contracts:

In addition to contracting authority that may be granted to the Stadium Manager from time to time pursuant to Section 6.4 of the Existing Management Agreement, the Stadium Authority hereby agrees that the Stadium Manager shall have full authority and discretion to select the providers, and to negotiate, approve, enter into and administer contracts with such providers on behalf of the Stadium Authority, for the purchase of supplies, materials and equipment, and for services, relating to the Stadium and its operations ("Stadium Procurement Contracts"), as and to the extent the Executive Director has authority to enter into such Stadium Procurement Contracts pursuant to Sections 17.30.010 through 17.30.180 of the Santa Clara City Code ("SCCC"), as approved on first reading by the Santa Clara City Council on November 13, 2012. Manager shall provide the Stadium Authority with information, including the contracting party and the contract amount, regarding all Stadium Procurement Contracts entered into with contract amounts greater than \$100,000 within thirty (30) days of entering into any such contract. The foregoing constitutes the Executive Director's delegation to the Stadium Manager, pursuant to Section 17.30.010(c) of the SCCC, of the authority granted to the Executive Director to enter into such Stadium Procurement Contracts. If the ordinance adopting Sections 17.30.010 through 17.30.180 of the SCCC approved on November 13,

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2012 does not become effective by January 31, 2013, this Section 2 shall be of no further force or effect.

Additionally, Stadium Manager is in violation of Section 17.30.120 of the Santa Clara City Code (City Code), Service contracts – Signature authority:

The Executive Director shall have the authority to execute contracts with third parties for services provided to the Stadium Authority, which shall be exempt from the competitive process, as follows:

(a) The Executive Director, or designee, is authorized to purchase professional, nonprofessional and personal services required by the Stadium Authority and to execute contracts for such services on behalf of the Stadium Authority in contract amounts up to and including two hundred fifty thousand dollars (\$250,000.00) per contract, subject to approved budgetary amount, so long as such persons are specially trained and experienced and competent to perform the special services required. Contracts with a contract amount above this dollar limit shall be referred to the Stadium Authority Board for approval;

(b) The Executive Director is authorized to delegate all or a portion of the authority to execute such service contracts to specified Stadium Authority employees at her/his discretion. Such delegation of authority shall be made in writing;

(c) Such service contracts shall be generally consistent with forms of contracts approved by the Stadium Authority Counsel's office or shall be subject to the final review and approval of the Stadium Authority Counsel's office for form and content;

(d) The maximum amount of the value of the service contracts which the Executive Director or designee is authorized to execute shall be adjusted as needed by resolution of the Stadium Authority Board, with amounts rounded to the nearest five thousand dollar (\$5,000.00) increment;

(e) Notwithstanding anything to the contrary, solicitations for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

Attachment C provides specific examples demonstrating the lack of compliance with both this agreement provision and this section of the City Code.

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As a result, Stadium Manager has failed its obligations to provide prudent and commercially reasonable good faith standard of care and duties under Sections 2.9 and 2.10 of the Stadium Management Agreement, Standard of Care and Duty and Liability, respectively:

2.9 Standard of Care. Subject to the limitations set forth in this Agreement, the Budget, and the Stadium Lease, the Stadium Manager shall exercise prudent, commercially reasonable good faith efforts in managing and operating the Stadium in accordance with the terms hereof so as to (a) maintain the Stadium in the Required Condition and operate the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility, to a standard of quality comparable to other similar facilities (except that the parties recognize that portions of the Stadium may be in need of capital upgrades); (b) control Manager Operating Expenses, StadCo¹ Operating Expenses and Stadium Authority Operating Expenses; and (c) maximize Operating Revenues.

2.10 Duty and Liability. The Stadium Manager shall owe to each of StadCo and the Stadium Authority a duty to perform the obligations specified to be provided on their respective behalf under this Agreement and to conduct the management and operation of the Stadium at all times with integrity and good faith and in a manner which in the good faith judgment of the Stadium Manager is in the best interests of the Stadium, StadCo and the Stadium Authority and consistent with the terms of this Agreement. The Stadium Manager shall not be liable, responsible, or accountable in damages or otherwise to either StadCo or the Stadium Authority for any act or omission that is within the scope of its authority under this Agreement, except for acts or omissions of the Stadium Manager not in good faith or involving gross negligence or willful misconduct; provided, however, the Stadium Manager shall not be liable for damages and other amounts to the extent such items are covered by insurance proceeds or other third party payments.

For all these reasons, Stadium Authority hereby invokes its rights under Section 3.3.2 of the Stadium Management Agreement to demand a timely meeting with Stadium Manager's appropriate staff regarding these issues of (1) providing advance communication about and sufficient written reports for Non-NFL Events, and (2) complying with contract procurement procedures and restriction, and to then receive a written Management Correction Plan as to each of the two issues, as provided under Section 3.3.2.

This letter summarizes a series of actions that demonstrate that the Stadium Manager has not reasonably complied with its obligations under the parties' Management Agreement and how this lack of compliance impairs the Executive Director with respect to upholding her duties to the Stadium Authority and Stadium Authority Board. This condition was raised at a meeting on

¹ Forty Niners Stadium SC Company LLC

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October 4, 2018, with Patty Ingles and Hannah Gordon, where the Executive Director advised in great detail how the Stadium Manager's inadequate performance sets inappropriate limitations on the Executive Director's ability to fulfill her obligations.

Accordingly, please provide available dates for the Section 3.3.2 meeting within 10 business days upon receipt of this correspondence, so it can be scheduled within the 30-day period required under the Stadium Management Agreement. In addition, to be efficient of all of our time and resources regarding this very important issue and potential violations, provide all information that will resolve these issues, at least seven business days in advance of the scheduled meeting. If you fail to comply with this Notice and your obligations under Section 3.3.2, or continue to fail to meet your obligations as stated here, Stadium Authority will consider all actions to enforce its rights and remedies under the Stadium Management Agreement, including but not limited to formal default notices, or legal actions in Superior Court.

Sincerely,



Deanna J. Santana
Executive Director

Attachments (3):

- A. Stadium Manager Non-Compliance with Section 3.3 of the First Amendment to the Stadium Management Agreement (Quarterly Status Meetings) – Advance Communication of Non-NFL Events
- B. Stadium Manager Non-Compliance with Section 3.3 of the First Amendment to the Stadium Management Agreement (Quarterly Status Meetings) – Written Non-NFL Event Reports
- C. Stadium Manager Non-Compliance with Section 2.1 of the First Amendment to the Stadium Management Agreement (Stadium Procurement Contracts) and Section 17.30.120 of the Santa Clara City Code)

Previous communications referenced in letter and attachments provided upon request.

CC: Santa Clara Stadium Authority Board
Patricia Inglis, Executive Vice President
Hannah Gordon, Chief Administrative Officer and General Counsel
Brian Doyle, Stadium Authority Counsel
Mohammad Walizadeh, Hanson Bridgett

Attachment A: Stadium Manager Non-Compliance with Section 3.3 of the First Amendment to the Management Agreement (Quarterly Status Meetings) – Advance Communication of Non-NFL Events

Stadium Authority and Stadium Manager have discussed numerous times, dating back to December 21, 2017 with San Francisco 49ers President Al Guido (SF 49ers President), Stadium Manager's obligation to share marketing efforts to obtain Non-NFL events. Additionally, Stadium Authority has also discussed numerous times the manner required to disclose communications about Stadium Manager's activity to obtain Non-NFL Events at Levi's Stadium, and how to reflect this information in the Marketing Plan for the Stadium Authority Board (Board). Stadium Manager has not taken reasonable action to meet the requirements under the Management Agreement and Stadium Authority continues to receive insufficient information that is also not timely or complete.

Following are specific examples that demonstrate Stadium Manager's non-compliance with Section 3.3 of the First Amendment to the Management Agreement due to Stadium Manager's scheduling of Non-NFL Events without prior coordination with Stadium Authority Executive Director (Executive Director).

- **2018 Non-NFL Events Marketing & Business Plan (Marketing Plan)** – On March 13, 2018 the Board held a Study Session to discuss and provide input on the Marketing Plan. Executive Director and Stadium Manager stated they would work collaboratively to develop key performance indicators (KPIs) that will be used to both evaluate the effectiveness of the Marketing Plan, as well as inform the decision making process for the next annual Marketing Plan, for review by the Board in the second quarter of Stadium Authority Fiscal Year 2018/2019 (July – September 2018).

Executive Director stated via October 4, 2018 letter that despite numerous discussions, efforts to develop KPIs had not significantly advanced, and outlined those efforts:

- o April 26 Monthly Meeting: Stadium Manager establish by May 11 draft KPIs to Stadium Authority; Stadium Authority/Stadium Manager set May/June review dates.
- o June 20 Email: Stadium Manager transmits draft KPIs for Concessionaire.
- o June 21 Monthly Meeting: Discussed KPIs scope; Stadium Manager to establish draft KPIs to Stadium Authority by July 1.
- o June 26 and 27 Emails: Stadium Authority requested meeting to review in July draft KPIs; reminder to provide additional KPIs (not related to Concessionaire).
- o July 17 Email: Stadium Manager transmitted draft KPIs to Stadium Authority.
- o July 19 Meeting: Stadium Authority/Stadium Manager review draft KPIs. Stadium Authority provided feedback, agreed to provide template for displaying KPIs. Stadium Manager to provide revised KPIs by August 16, with plans to review at August 23 monthly meeting.
- o July 29 Email: Stadium Authority provided draft template for recording KPIs with potential performance categories based on the Marketing Plan.
- o August 17 Email: Stadium Manager transmitted draft KPIs to Stadium Authority.

- **August 31, 2018 Executive Director Letter to Stadium Manager** – Executive Director memorialized the many discussions where Stadium Authority and Stadium Manager specifically reviewed this agreement provision at monthly meetings and in other venues regarding Stadium Manager’s requirement to provide full and advanced information of any potential Non-NFL Events. Executive Director listed specific examples of several Non-NFL events that Stadium Manager scheduled without prior coordination or disclosure to Executive Director as required:
 - o Heart & Soles Run (Silicon Valley Leadership Group); March 23, 2019
 - o College football: SJSU vs. Army West Point; October 13, 2018
 - o College football: Cal vs UNC; September 1, 2018
 - o High School Football Series; September 21, 2018
- **May 19, 2019 Rolling Stones Concert** – This is another specific example of the extremely limited nature of keeping the Executive Director apprised of Non-NFL Events. This began in August 2018 when SF 49ers President spoke with Chief Operating Officer Walter C. Rossmann regarding a potential Rolling Stones weeknight concert in May 2019, specifically referencing concerns with the requirement to end weeknight concerts no later than 10:00 p.m. SF 49ers President then called the Executive Director regarding the possibility of booking this potential concert. Since that time there was no further definitive communications regarding this Non-NFL Event until November 6, 2018, when Stadium Manager advised Executive Director via email of plans to do a pre-announcement promotion for the Rolling Stones concert. The Executive Director inquired in writing regarding the date(s) of the concert, she received a reply five days later stating “No set date yet...we will know next week and relay to the group when it has been determined.” In fact, the Executive Director learned about the date, despite her written inquiry, through a press release issued by the Stadium Manager. The Stadium Manager made no effort to respond to the written inquiry, despite the fact that it is reasonable to believe that the Stadium Manager had access to the date well in advance, as demonstrated through the robust public release of these concert dates. No pre-contractual information has been provided for the Stadium Authority to understand the financials surrounding this event, despite the provision requirement to disclose.
- **March 26, 2019 United States Men’s National Team Soccer Match** – Stadium Manager notified Executive Director December 9, 2018 via email of an upcoming formal announcement of this Non-NFL Event. Stadium Manager refers to efforts characterized as “previously advised” the Executive Director about this particular event. The agreement provision requires that no less often than quarterly Stadium Manager report on the status of any ongoing negotiations with respect to Non-NFL Events. The Stadium Manager has inappropriately set limitations on the information afforded to the Executive Director by placing “Hold” or “Pending” in a report that attempts to respond under this provision to the Executive Director. Listing a potential event on a spreadsheet with “Hold” or “Pending” does not satisfy this agreement provision and provides no

advanced notification to the Executive Director for which the threshold is “without limitation.” Further, on December 11, 2018, Executive Director sent via email a written request to understand this Non-NFL Event in greater detail and specifically requested information regarding this event’s financials. As of December 13, 2018 Stadium Manager has made no effort, once again, to provide information in accordance with the Management Agreement provision.

- **October 18 and November 26, 2018 Levi’s Stadium Event Notification Spreadsheets –** These notifications do not comply with this section of the Management Agreement. Providing a spreadsheet that (1) includes only upcoming scheduled events that have reached the status of “Hold”, “Pending” or “Booked” and (2) provides no detail beyond “Private Event” for the majority of events listed is insufficient. Per the Stadium Management Agreement, Stadium Manager is required to report the status of Stadium Manager's marketing and promotional efforts, and any ongoing negotiations with respect to Non-NFL Events “without limitation.” This insufficient response provides (1) no opportunity for the Executive Director to make any an informed decisions or analyses relative to the activity’s compliance within the Marketing Plan, (2) to understand the activities undertaken to book the Levi’s Stadium, or (3) to fulfill her obligations on this matter to the Stadium Authority Board.

For example, with respect to the Rolling Stones concert, the Levi’s Stadium Event Notification Spreadsheets reference two concert “holds” in May 2019, but provide no other detail. As the Stadium Manager is well aware, there are substantial community concerns with weekday concerts that violate the 10:00 p.m. curfew. It is imperative that the Stadium Manager provide information under the thresholds established in the Management Agreement.

It is the Stadium Manager’s obligation to coordinate and disclose any and all potential events at Levi’s Stadium in advance and “without limitation” of information. The Stadium Manager’s inadequate performance impairs the Executive Director in her duty to adequately provide public services throughout the City, each and every day of the year. At a meeting on October 4, 2018, with Patty Ingles and Hannah Gordon, the Executive Director advised in great detail how the Stadium Manager’s inadequate performance sets inappropriate limitations on the Executive Director’s ability to fulfill obligations to the Board.

Attachment B: Stadium Manager Non-Compliance with Section 3.3 of the First Amendment to the Management Agreement (Quarterly Status Meetings) – Written Non-NFL Event Reports

Executive Director notified Stadium Manager via letter dated October 1, 2018 of its failure, per the Management Agreement, to submit within 45 days of each Non-NFL Event with attendance projected to exceed 25,000 and on a quarterly basis for all other events, such written revenue or other reports relating to Non-NFL Events as the Parties may agree from time to time. In this letter, the Executive Director requested:

- Within 30 calendar days all past due required quarterly written reports;
- Within one week the written report for the August 4, 2018 Non-NFL Event (2018 International Champions Cup); and
- The written report for the September 29, 2018 Non-NFL Event (OTR II Concert) within the time frame established by the Management Agreement.

The Executive Director further requested that the written reports include the following Non-NFL Events information:

- Brief Event Narrative (overview report on event highlights)
- Event Contract
- Event Pro-Forma
- Profit and Loss Statement detailing all revenue and expense items, including all Non-NFL Event Revenue as defined in the Amended and Restated Stadium Lease (Section 12.8 Non-NFL Revenue)
- Statistical Event Data such as number of tickets sold, number of tickets scanned, total number of cars parked (main lot and offsite lots), etc.

The November 21, 2018 response from StadCo Chief Financial Officer Scott Sabatino states that Stadium Manager is not aware of delinquent reports for earlier periods. To date, the Executive Director has not been provided with any written Non-NFL Event reports and, as Stadium Manager is well aware, the Stadium Authority has had to take extraordinary action to obtain possession of documents and information in order to conduct its due diligence on Stadium Authority financial matters.

Stadium Manager is delinquent for all Non-NFL Events with attendance projected to exceed 25,000 that have taken place on or before October 29, 2018, and for all quarterly reports for the quarter ended September 30, 2018 and prior. In his November 21, 2018 letter, Mr. Sabatino states “the document production that we worked on earlier this year provides far more information than you requested for these quarterly reports”. As stated in the Executive Director’s October 1, 2018 letter, these required written Non-NFL Event reports do not replace existing staff-level administrative processes of Stadium Manager providing data for each Non-NFL Event to Stadium Authority as it becomes available. In turn, the staff-level administrative work also does not suffice as meeting the requirement for a written Non-NFL Event report and it is not for CFO Sabatino to make such determination on the part of the Executive Director.

The information provided in the sample quarterly report attached to StadCo's letter is incomplete and saving it on the shared laptop in the Stadium Authority Stadium Office does not meet this provision of the Management Agreement. Since issuing the October 1, 2018 letter, several other Non-NFL events have taken place and the Stadium Manager has made no effort to issue timely reports, as required by this Management Agreement provision.

To be clear, Stadium Manager should continue providing ticket and parking data by email to Stadium Authority Treasurer or her delegate, and loading data on the shared laptop in the Stadium Authority Stadium office. In addition, per the terms of the Management Agreement, the Stadium Manager should also furnish to the Executive Director, written reports that include the information requested in her October 1, 2018 letter, and referenced above.

Attachment C. Stadium Manager Non-Compliance with Section 2.1 of the First Amendment to the Stadium Management Agreement (Stadium Procurement Contracts) and Section 17.30.120 of the Santa Clara City Code (Service contracts – Signature authority)

Section 2.1 of the First Amendment to the Management Agreement and Section 17.30.120 of the City Code both delegate the Executive Director's procurement authority to the Stadium Manager and contain reporting requirements, or Board action, for the purpose of transparency and disclosure. The Stadium Manager has not reasonably taken good faith actions in the best interest of management of the Stadium to comply with the Management Agreement or City Code, as well as to be responsive to the Executive Director's requests.

In response to Harvey M. Rose Audit Recommendation 1.O, Stadium Authority reported to the Stadium Authority Ad-Hoc Audit Committee on October 29, 2018 that Section 2.1 of the First Amendment to the Management Agreement states that the Stadium Manager shall provide the Stadium Authority with information, including the contracting party and the contract amount, regarding all Stadium Procurement Contracts entered into with contract amounts greater than \$100,000 within thirty (30) days of entering into any such contract. The forgoing constitutes the Executive Director's delegation to the Stadium Manager. The Executive Director reported her intent to send a letter to the Stadium Manager ensuring compliance with this provision for the past year and going forward.

On October 30, 2018, Stadium Manager sent two letters requesting Executive Director's approval of procurements within \$100,000 - \$250,000 and over \$250,000. Upon review, it became clear that Stadium Manager sought Executive Director's approval inappropriately and not per the required Management Agreement terms. The following reflects activities taken by the Executive Director and Stadium Manager to cure the violations, which have not been properly addressed on the part of the Stadium Manager:

- **November 9, 2018 Executive Director Letter to Stadium Manager** – Executive Director expressed concern regarding Stadium Manager's non-compliance with the Management Agreement and City Code, including Stadium Manager's apparent failure to properly obtain Board approval for contracts over \$250,000. The Executive Director requested that Stadium Manager work with Stadium Authority staff to seek approval from the Board on an upcoming agenda, and to plan for any corrective action as soon as possible. Stadium Manager was also asked to self-report in writing any other procurement activity that violated the Stadium Management Agreement and/or City Code by December 1, 2018. Despite setting a deadline of December 1, 2018 for the Stadium Manager to provide a complete report in writing confirming the violations, and any additional violations, the Stadium Manager has not confirmed in writing the extent of violations.
- **November 29, 2018 Stadium Authority/Stadium Manager Quarterly Status Meeting** – Executive Director and Stadium Manager discussed one instance of Stadium Manager's failure to properly obtain Board approval, and Executive Director's direction to Stadium

Manager to submit required disclosure per November 9, 2018 letter. Executive Director and Stadium Manager also discussed Brown Act requirements for public meetings, and the multi-departmental review process and resulting lead time necessary to prepare reports to the Board. Stadium Authority staff explained that even if Stadium Manager provided the contract that week, and complete and accurate information for the report by December 3, 2018, there may not be sufficient time to add the contract approval to the December 11, 2018 meeting agenda.

During this meeting, Stadium Authority also requested Stadium Manager provide all Stadium Procurement Contracts so that Stadium Authority can ensure Stadium Authority payments are in compliance with contract terms, as well as the Management Agreement and/or City Code. As of December 13, 2018, Stadium Manager has only provided the contract for the one instance of Stadium Manager's failure to properly obtain Board approval.

- **November 30, 2018 Stadium Authority emails to Stadium Manager** – Stadium Authority followed up on the November 29, 2018 discussion regarding the required written disclosure of any procurement activity that violated the Stadium Management Agreement and/or City Code. Stadium Authority also requested the above referenced procurement contract requiring Board approval and relevant information so that staff could plan for a future Board meeting agenda date.
- **December 3, 2018 Stadium Manager email to Stadium Authority** – Stadium Manager provided the contract requiring Board approval and requested that Stadium Authority staff place the item on the December 11, 2018 Board meeting agenda. The material provided with the request was incomplete and did not substantiate that the procurement for over \$250,000 was properly insured or bonded, or any other contract requirements demonstrating that the Stadium Manager took good faith actions in the best interest in the Stadium. Executive Director has already requested this information and the Stadium Manager has not provided this required information to fully disclose the extent of the violation to the Board.
- **December 4 and 5, 2018 Stadium Authority email to Stadium Manager** – Stadium Authority confirmed the contract would not be prepared for consideration by the Board on December 11, 2018 to allow for due diligence staff review. Staff again requested a written response to the Executive Director regarding procurement compliance with Stadium Management Agreement and City Code.

As stated during the November 29, 2018 Stadium Authority/Stadium Manager meeting, documents for the December 11, 2018 City Council/Board meeting were past due, and documents for the January 15, 2019 meeting were due the week of December 10, 2018. As of December 13, 2018, Stadium Authority has not received additional material or communication

from Stadium Manager that demonstrates reasonable efforts to timely seek the Board's consideration of approval. As Stadium Authority stated at the monthly meeting, failure to meet these deadlines, would require that this action be delayed to January 29 or February 2019. This demonstrates poor management practices of efforts to cure a City Code violation in a timely and complete manner, even though the Executive Director noticed the Stadium Manager in early November. Additionally, as of this date, Stadium Authority has not received all procurement contracts as requested, and as Stadium Manager agreed to provide, on November 29, 2018.