

**Marisa Welling**

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**From:** Brian Doyle <brianluketdoyle@gmail.com>  
**Sent:** Tuesday, October 22, 2024 9:54 AM  
**To:** Clerk  
**Cc:** Manager  
**Subject:** 10.22.2024 Agenda - Public Presentation

**10.22.2024.Presentation**

On June 13, 2022, Al Guido signed an Addendum with FIFA knowing that the Stadium Authority would lose money by booking the World Cup. He thought he could manipulate the 49er Council members into offsetting the loss with public funds from the Stadium Authority by telling them that the Bay Area Host Committee would make sure that the City did not have to pay the public safety costs for the matches. But by signing the Addendum on behalf of both ManCo and the Host Committee, he violated both Government Code 1090 which prohibits signing a contract with a corporation in which he had a financial interest and Government Code 87100 which prohibits participating in a decision that could have a reasonably foreseeable effect on a financial interest.

As CEO of StadCo Mr. Guido has a financial interest in the Suite Revenue that StadCo receives for non-NFL events under the Lease. The 49ers have announced that they have a \$200 Million loan to make Suite improvements in anticipation of the 2026 World Cup and Super Bowl. They could not borrow such a large amount of money without identifying a revenue stream to repay the loan, i.e sales of suite viewing rights for the World Cup. This is the financial interest creating Mr. Guido's illegal conflict of interest.

On August 26, 2024, I made a public records request for an unredacted copy of the Addendum with FIFA to be able to enforce the Government Code against Mr. Guido for the harm that he has done to Santa Clara in order to increase the 49ers profits. Instead of enforcing the law, for the past 2 months, the City Attorney has been covering up Mr. Guido's violations by refusing to disclose the Addendum. As detailed in the attached email, Mr. Googin's refusal is not legally justifiable.

It should also not go unnoticed that one of the Host Committee's directors, Daniel Lurie, is currently campaigning for Mayor of San Francisco on the following principles:

**Contract Reform**

Departments across the city currently have the authority to develop their own contracts. There are no accountability mechanisms to ensure our community gets measurable results. As part of my contract reform, we will:

- **Develop a Contractor Scorecard.** This will track and assess in real-time how well contracts over \$1,000,000 are meeting goals, timelines, and budget expectations.
- **Hire Chief Financial Officer for Nonprofit Contracts.** They will report directly to the Mayor.
- **Require large nonprofit executives to register as lobbyists.** Large nonprofits seeking contracts with the city will need to register as lobbyists and report activities like any for-profit contractor does.

Council should adopt these principles with respect to the contracts that they are currently negotiating with the Host Committee and ManCo. They should begin with complete transparency of Mr. Lurie's Host Committee's nonprofit's booking of the World Cup.

City staff's coverup of ManCo's legal violations and breach of contract has used up substantial City resources that staff admits that the 49ers have yet to reimburse the City for, in violation of Measure J. It is time that the

Council direct staff to bring a public report to allow the voters to evaluate whether staff is leading the City down the garden path toward financial ruin.

**Copy of 10.15.2024 email re: Public Records Request:**

Dear Mr. Googins,

On August 26, 2024, I made a very straight forward request for two unredacted contacts signed by Al Guido under extremely suspect conditions important to the public's ability to evaluate whether he broke the law.

On August 30, 2024, you proffered 4 exemptions for refusing to comply with my request and further stated:

The City Attorney's Office is still in the process of working with FIFA to determine whether any of portions of the Stadium Agreement or the Addendum identified as proprietary may be unredacted. We will send you a follow-up email once we have confirmed whether any redacted portions of this document may be made available to the public.

You also committed to make "all reasonably expeditious efforts to disclose responsive, non-exempt, public records to you in a manner consistent with the PRA no later than September 30, 2024." On September 30, 2024 your office committed to responding to my "arguments" by October 11, 2024.

On October 11, 2024 you forwarded the following responses through the public records portal:

"The City Attorney's Office is still in the process of working with FIFA to determine whether any of portions of the Stadium Agreement or the Addendum identified as proprietary may be unredacted. We will send you a follow-up email once we have confirmed whether any redacted portions of this document may be made available to the public.

In addition, the City Attorney's Office (CAO) acknowledges receipt of your email dated September 16, 2024 and October 10, 2024 making various arguments challenging the application of other cited exemptions to disclosure. The CAO is still evaluating those arguments and have committed to responding on or before October 25, 2024."

If any of the exemptions were sustainable, you should have been able to justify them promptly when I made my request on August 26. Instead, in an effort to justify your coverup, you have thrown various legal buzzwords, unsupported by any factual basis, up against the proverbial wall to see what sticks. When challenged, you then move the goalposts by a need to "evaluate arguments" and by asserting a lack of response by FIFA that justifies a claim of exemption.

You have committed to two previous dates: September 30 and then October 11 to provide responses that comply with the Public Records Act. You have now moved that date to October 25 without any explanation of why you were unable to comply with your previous commitments.

If FIFA had legally recognizable justifications for the City to withhold public records, it should have provided the legal justifications for asserting the protections long ago when they submitted the information. There is nothing in the Public Records Act that authorizes the process that you have engaged in.

Moreover, there is nothing in the California Public Records Act which places the burden on a requester to make "arguments" for disclosure. The Act favors disclosure and places the burden on the

government to justify any exemptions. Clearly, the City has failed to justify any of the exemptions that they have asserted, and instead has asserted timelines that are nowhere to be found in the Act.

The City's persistent coverup only serves to keep the public from knowing the extent of Mr. Guido's violation of Government Code sections 1090 and 81000, et seq. What public interest in continuing that coverup outweighs preventing further violations of conflict of interest law?

Rather than a dedication to the principle of the Public Records Act that the public has a right to know what its government is doing, the City appears to have a contempt for that right. Despite the Act's requirement that the City ***promptly*** allow access to records, the City has now delayed its response by ***two months!***

Please stop digging yourself in deeper and release the unredacted contracts without delay.

Thank you,  
Brian Doyle



Reply Reply all Forward

Add reaction

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## Marisa Welling

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**From:** Brian Doyle <brianluckedoyle@gmail.com>  
**Sent:** Tuesday, October 22, 2024 10:15 AM  
**To:** Clerk  
**Subject:** Resending 10.22.24 Presentation with complete attachment

**Please replace my previous email with this one:**

### **10.22.2024.Presentation**

On June 13, 2022, Al Guido signed an Addendum with FIFA knowing that the Stadium Authority would lose money by booking the World Cup. He thought he could manipulate the 49er Council members into offsetting the loss with public funds from the Stadium Authority by telling them that the Bay Area Host Committee would make sure that the City did not have to pay the public safety costs for the matches. But by signing the Addendum on behalf of both ManCo and the Host Committee, he violated both Government Code 1090 which prohibits signing a contract with a corporation in which he had a financial interest and Government Code 87100 which prohibits participating in a decision that could have a reasonably foreseeable effect on a financial interest.

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