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July 22, 2019

VIA EMAIL; bdoyle@santaclaraca.gov

Brian Doyle, Stadium Authority Counsel

Santa Clara Stadium Authority

1500 Warburton Avenue

Santa Clara, CA 95050

RE: Stadium Procurement Contracts

Dear Mr. Doyle:

Thank you for your June 10, 2019, letter to which this letter responds.

I appreciate your calling my attention to Section 2.1 of the First Amendment to the Stadium Management Agreement. That section delegates various authority and discretion held by the Stadium Authority in regard to the Stadium. Your letter requests: "All records prepared, owned, used, or retained by ManCo related to the exercise of the procurement authority delegated to it in section 2.1 of the First Amendment to the Management Agreement." The Management Company has provided all documents it is legally obligated to provide with regard to any outstanding requests under the California Public Records Act ("CPRA").

Please note that Section 2.1 is not the only delegation of authority to the Stadium Manager. For example, Section 2.6 delegates a variety of functions to the Stadium Manager and Section 2.3 allows the Stadium Manager to obtain services from its affiliates. Therefore, not every agreement or action taken by the Stadium Manager is pursuant to the authority delegated under Section 2.1.

Please note also that the Management Company, as a private entity, is not subject to the CPRA. Your letter references the FPPC and the applicability of conflict of interest laws to James Mercurio. I am unaware of any applicable law which finds that a private entity is subject to the CPRA merely because one of its representatives may be subject to conflict of interest provisions. Your letter also references *City of San Jose v. Superior Court*, 2 Cal. 5th 608 (2017). That case addressed whether writings in the possession of public officials and employees were not public records merely because the writings were on privately owned electronic devices. The case did not address writings in the possession of private employees of a private entity.

As stated previously, the Management Company is willing to continue to provide materials in its possession consistent with the terms of the Stadium Management Agreement, including Section 15.12 and Section 7 of the First Amendment.

Sincerely,



Ruthann G. Ziegler

cc: Hannah Gordon, Chief Administrative Officer and General Counsel

Jihad Beauchman, Vice-President, Deputy General Counsel

Larry MacNeil, Compliance Manager