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Santa Clara mayoral candidate accuses city of wrongdoing in civil grand jury complaint

Anthony Becker has asked for an investigation into contracts with PR consultant Sam Singer.

(David M. Barreda/Mercury News)

A complaint filed with the Santa Clara County Civil Grand Jury alleges that Santa Clara violated city ordinance and mishandled two contracts involving PR expert Sam Singer.

By **EMILY DERUY** | ederuy@bayareanewsgroup.com | Bay Area News Group

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Just a month before the November election, the sole challenger to Santa Clara Mayor Lisa Gillmor's re-election campaign is asking the Santa Clara County Civil Grand Jury to investigate whether the city violated laws surrounding how it awarded contracts.

Earlier this year, Santa Clara agreed to spend up to \$200,000 to hire spin doctor Sam Singer for help with public affairs and media relations under two contracts — one for up to \$100,000 with the Santa Clara Stadium Authority and another, also for up to \$100,000, with the city itself.

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In a complaint filed Wednesday and obtained by this news organization, mayoral candidate Anthony Becker makes a number of allegations, including that Santa Clara deliberately set up two contracts with Singer to circumvent a rule that the City Council must approve contracts over \$100,000, and that the contract amounts were changed from \$50,000 each to \$100,000 each.

"I'm now hoping the grand jury will investigate these claims," Becker said when reached by phone Wednesday afternoon, "and shine some light on what is occurring at City Hall."

Asked whether the complaint was politically motivated, Becker said he decided to run for mayor to improve the way the city operates, in part by increasing transparency. The complaint, he said, was a step in that direction.

It is unclear whether the grand jury will investigate Becker's complaint. Complaints are typically kept confidential.

In the complaint, Becker accused the city of failing to secure other bids for the work.

"These contracts should have been open for public bidding but all indications point to there never being a bidding process," Becker wrote.

Becker argued that city ordinance required the city to get three competitive proposals for the work.

"In early 2018, staff conducted the process and Sam Singer was the single respondent to that procurement process," Santa Clara spokeswoman Lenka Wright wrote in an email. "As such, and well within the city's procurement rules and delegated authority, the city manager issued two contracts for up to \$100,000 each (one for the City and one for the Stadium Authority). The City Manager's contract authority for the City contract is \$100,000 and for the Stadium Authority, which is a separate entity from the City, the Executive Director's contract authority is \$250,000."

In the complaint, Becker also suggested that the timing of the contracts was dubious.

"The city has told the public that Sam Singer was hired to manage the fallout of disgraced Councilmember [Dominic] Caserta's resignation, however, Singer's contract was dated three months before the Caserta scandal went public," Becker wrote.

The blue routing sheet for the first contract is dated February 14 of this year, while the second, marked "rush," is dated February 15. Sexual harassment claims against Caserta surfaced in May.

"In late 2017, during a conversation surfaced by former Councilmember Caserta regarding a professional services contract with Banner Public Affairs, City Manager Deanna Santana stated publicly that she was going to solicit, via a competitive bid process, responses for communications support for both the City of Santa Clara and the Santa Clara Stadium Authority," Wright said.

The contracts were executed just after the resignation of Rod Diridon as city clerk, Wright said, and then-communications relations manager Jennifer Yamaguma assuming the role. Singer, Wright said, “provided continuity of services” at a critical time — after the departures of Diridon and a communications specialist from the city manager’s office.

“Of note, the blue sheet is an internal routing document and was originally filled out incorrectly by clerical staff,” Wright said. “Staff used White Out to correct the dollar amount.”

Finally, Becker questioned alleged inconsistencies in Singer’s invoices. Singer billed the Stadium Authority for mileage expenses on April 30, Becker said, but failed to charge any hours for that day.

According to Wright, “the contract allows for mileage reimbursement for meetings and related contract activity.” “Singer Associates Public Relations responded to a public request and competition for qualifications/experience from the City of Santa Clara,” Singer wrote in an email to the Bay Area News Group. “Our agency followed all rules and procedures required — as did the City. We are honored to assist the City in providing public information and communications to the residents of Santa Clara.”

The grand jury indicates that people shouldn’t file citizen complaints unless they have exhausted other attempts to resolve any issues. But Becker said he had been unable to get the city to review his concerns.

City Attorney Brian Doyle, however, said in an email, “He has certainly never attempted to resolve any of the issues discussed in his complaint with me...Nothing that he alleges appears to be a violation of the City Charter or of City Code.”

In his letter, Becker implored the grand jury to investigate the contracts.

“The above points shine light on the city of Santa Clara City Council’s practice of operating behind closed doors and disregard for law,” Becker wrote. “Further, their hubris has led them to believe that they cannot be held accountable, which is why I have taken the time to provide this information to you.”

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