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September 24, 2019

VIA E-MAIL AND U.S. MAIL

Lisa Gillmor, Mayor and Chair
Board and Council Members
City of Santa Clara
Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050

Re: Demand To Cure And Correct Brown Act Violation In Authorizing Issuance Of Notice Of Termination Of Stadium Management Agreement

Dear Mayor and Chair Gillmor and Members of the Santa Clara City Council and Stadium Authority:

This office represents Forty Niners Stadium Management Company LLC ("Stadium Manager") and Forty Niners SC Stadium Company LLC ("StadCo"). We write with respect to the action taken by the Santa Clara Stadium Authority Board (the "Board") at its meeting of September 17, 2019.

The September 17 agenda identified a closed session pursuant to Government Code §54956.9(d)(4). The reportable action announced by City Attorney/Authority Counsel was that the Stadium Authority "authorized the initiation of legal proceedings to terminate the Stadium Management Agreement...as of non-NFL events."

The September 17 agenda also listed as items 2 A, B, and C, with each relating to the City and to the Stadium Authority. Agenda item 2 A relates to existing litigation and states it is informational, with the recommended action as "note and file." Agenda item 2 B is introduction of an ordinance by the City. Agenda item 2 C relates to action on a fiscal year 2018-2019 audit, with the recommended action as "note and file."

The September 17 agenda does not list discussion and possible action by the Stadium Authority as to the Stadium Management Agreement, much less authorization to modify or terminate. Nonetheless, the Stadium Authority sent a September 17 notice ("Notice") that it was terminating the Stadium Management Agreement in any respect. While authority to file suit was issued, there was no authorization to send the Notice on the same day as the Council/Authority meeting.

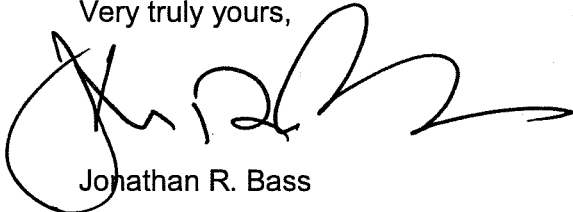
Lisa Gillmor, Mayor and Chair
September 24, 2019
Page 2

Therefore, it is the position of the Stadium Manager and StadCo that either the Notice is invalid as having been issued without approval by the Stadium Authority, or the Stadium Authority approved the Notice in violation of the Brown Act.

If your position is that the Stadium Authority approved the Notice, then please consider this letter a demand, pursuant to Government Code §54960.1, that the Stadium Authority cure and correct this violation. Again, if the Stadium Authority's position is that it approved the Notice, then the Board utterly failed to inform the public that it was considering such action. No item on its agenda provides reasonable notice that the Board would consider acting to terminate, in whole or in part, the as-amended Stadium Management Agreement. A decision to terminate the Management Agreement is not appropriate to be made under the cloak of a closed session. Rather such a decision must be properly agendaized and made in open session. The Council and Stadium Authority often criticize the Stadium Manager and StadCo for lack of transparency; transparency should apply equally to the Stadium Authority's actions.

The Stadium Manager and StadCo hereby demand that the Board cure or correct its violation of the Brown Act within 30 days or we will consider all available options, including seeking a judicial determination that the action taken violated the Brown Act. If that becomes necessary, we will seek reasonable attorneys' fees and costs in bringing such an action.

Very truly yours,



Jonathan R. Bass

JRB:fls

cc: Deanna Santana
Brian Doyle, Esq.
Hannah Gordon, Esq.
Jihad Beauchman, Esq.