

Citizens' Oversight Projects (COPs)

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To Whom it May Concern:

Citizens' Oversight Projects (CitizensOversight.org) supports the involvement of private citizens in the oversight responsibilities of our local government. To that end:

1. We demand that the City of San Diego, including the City Council, the City Attorney, and the Mayor's office retroactively reach a deal with Qualcomm Incorporated with respect to the unapproved changing of the signs at Qualcomm Stadium to "Snapdragon," and that Qualcomm pay the City full market value for the use of that signage for promotional purposes. The deal should include a contract with normal provisions, requirements for any appropriate permits and inspections, and probably at least \$125,000 in promotional fees. Said contract must be ratified by the City Council, approved by the City Attorney, and paid in full by Qualcomm Incorporated. This is the way our government is supposed to work and the City must respect the law.

2. Regardless of whether Item 1 is executed, we demand that Mayor Jerry Sanders be arrested and prosecuted for the felony embezzlement of at least \$125,000, under California Penal Code Section 424 (a)



1, and sections 503-504, 512, 513 (and perhaps other sections). We call on the District Attorney and other law enforcement agencies to execute this arrest forthwith.

SUPPORT – PART I – What Happened

1. Proposed Name Change Deal:

<http://www.pocketgamer.biz/r/PG.Biz/Qualcomm+Snapdragon/news.asp?c=36233>

Mayor Sanders made a verbal deal with Qualcomm to rename Qualcomm Stadium to "Snapdragon Stadium" for ten days during the three nationally televised football games:

- 2011 Dec 18: Chargers vs. Baltimore Ravens
- 2011 Dec 21: San Diego County Credit Union Poinsettia Bowl
- 2011 Dec 28: Bridgepoint Education Holiday Bowl

Qualcomm gained a TV audience of 30 million viewers as well as exposure to attendees of the games, and on radio, Internet, and other media outlets, and paid a nominal \$1000 promotional fee.

Installation of the signs began on December 12, 2011.

2. December 7, 2011: Opinion of City Attorney said Name Change was not legal.

<http://docs.sandiego.gov/memooflaw/MS-2011-18.pdf>

This document starts as follows:

You have asked this Office to review a proposal from Qualcomm Incorporated (Qualcomm) to temporarily change identifying signs at Qualcomm Stadium to reference a new product to be sold by Qualcomm, essentially converting identifying signage to advertising. **You have asked us to determine whether this proposal is legally permissible.** Based upon the contract provisions governing Qualcomm's naming rights at the Stadium, and the City's Sign Ordinance, **we conclude that it is not.**

Later, it states:

Qualcomm or its assignee may seek to change the name of the Stadium, but **cannot effectuate such a change without the prior approval of the City Council.** Qualcomm may, under the terms of the Agreement, purchase advertising at the Stadium, but **it has no right to use the signage identifying the name of the Stadium for advertising.** The purpose of the Agreement is to name the Stadium, not to sell advertising space.

and concludes with:

Even if under the terms of the Agreement and Signage Plan the parties could change the text of the name signs, the new text must comply with the City's Sign Ordinance, and may not include off-site advertising.

3. Sanders disregarded the City Attorney's opinion and unilaterally approved the change.

4. A brief contract was completed after the signage was changed.

The following agreement was executed on 12/19/2011 and 12/26/2011 by the City of San Diego and Qualcomm, respectively, after the signage change had already occurred, and after the first exposure of the name change to the public on 12/18/2012. The agreement does not match the high quality of most contracts executed by professional public-sector staff.

Agreement for Temporary Promotional Signage

This Agreement Is entered Into between the City of San Diego (the "City") and Qualcomm Incorporated ("Qualcomm") effective as of December 16th, 2011.

Whereas, in accordance with the City's arrangements concerning temporary signage rights at the City-owned Qualcomm Stadium, Qualcomm is contracting with each of the San Diego Chargers ("Chargers") and the San Diego Bowl Game Association ("Bowl Game Association") with respect to placing temporary signage at the Stadium (to augment Qualcomm's existing signage) on or around the period of December 18 through December 28, 2011 (and subsequent removal period);

NOW, THEREFORE, the Parties hereto agree as follows:

Subject to the payment of the promotional fee mentioned below, the City hereby unconditionally agrees and consents to Qualcomm placing temporary signage at the Stadium and related arrangements made by Qualcomm with the Chargers and the Bowl Game Association.

Qualcomm hereby agrees to pay a promotional fee payable to the City in the amount of \$1000.00. Payment shall be made via a check payable to City Treasurer.

The City will provide an Invoice to Qualcomm for said fee, which shall [be] payable within net 30 days of receipt.

In witness whereof, the parties have had this agreement executed by their duly authorized representatives as of the date first above mentioned.

(Two signatures – for the City, dated 12/19/2011, and Qualcomm, dated 12/26/2011, are not legible and no typewritten names are provided nor are any titles or contact information given.)

5. City Attorney reprimanded the Mayor and expressed concerns about bad precedence:

The City Attorney subsequently published a review of the actions by the mayor, and concluded that the contract was improper and void, and beyond the authority of the Mayor.

“Ratification of Agreement for Temporary Change of Stadium's Name”

<http://docs.sandiego.gov/memooflaw/MS-2012-1.pdf>

A number of extracts of this document:

The Agreement required the approval of the City Council as a matter of contract, and the approval of the City Attorney as a matter of law. While the failure to obtain the approval of the City Council is a breach of the terms of the contract, the failure to obtain the approval of the City Attorney renders the contract void and unenforceable against the City.

...

Accordingly, although the Agreement states that "the Parties have had this agreement executed by their duly authorized representatives," by law and by the terms of the Naming Rights Agreement, no individual acting on behalf of the City could have been properly authorized to sign the Agreement Without a resolution of the City Council. As no such resolution was adopted, execution of the Agreement was beyond the power and authority of the Mayor...

...

The City Charter requires the City Attorney to approve City contracts. Charter section 40 expressly provides that it is the duty of the City Attorney to prepare and endorse City contracts with his or her approval:

It shall be the City Attorney's duty, either personally or by such assistants as he or she may designate, ... to prepare in writing all ordinances, resolutions, contracts, bonds, or other instruments in which the City is concerned, and to endorse on each approval of the form or correctness thereof; ...

...

In *Mezzetta*, for example, the city's charter contained language similar to the City of San Diego's, requiring the city attorney to: "[p]repare and approve all ordinances, resolutions, agreements, contracts, and other legal instruments ... and approve the form of all contracts and agreements and bonds given to the city." 78 Cal. App. 4th at 1093.

Failure to obtain the required signatures rendered the alleged oral contract invalid. *Id.* at 1093-1 094. The court reasoned that by requiring multiple signatures, the city intended to avoid hasty decision-making and to spread the ability to enter into contracts over a "broad base of authority." *Id.* at 1094. The same reasoning applies to the City's Charter.

...

In this instance, the Agreement can be ratified by the adoption of a resolution by the City Council authorizing the Agreement, and approval of the Agreement by the City Attorney. Both of these acts will cure the defects that render the Agreement void. However, for the reasons explained above, both of these actions are required, and the taking of one or the other will not make the Agreement valid. For that reason, and as is the current practice, the City Attorney will approve the Agreement only if and after the Council has adopted a resolution authorizing the Agreement.

The City Council's ratification of the Agreement, and subsequent approval by the City Attorney, will ensure that no precedent has been set in the manner in which the Naming Rights Agreement is implemented. City Council ratification will further ensure that the actions taken are properly authorized, that the "broad base of authority" between the City Council as the City's legislative body, the Mayor as the City's Chief Executive Officer, and the City Attorney are properly utilized in this decision-making process as intended and required by the City Charter. Finally, it will ensure that prior resolutions of the City Council, the Naming Rights Agreement, and the requirements of the Naming Rights Agreement for City Council involvement in any naming of the Stadium are not ignored or waived. Although the City's ratification will not change the fact that improper actions were taken, it

will give valid legal effect to an otherwise void agreement.

News media coverage of this statement by the City Attorney:

<http://www.utsandiego.com/news/2012/jan/17/city-attorney-chastises-sanders-over-snapdragon/>

San Diego Union Tribune, Jan. 17, 2012

City Attorney Jan Goldsmith issued a stern reprimand Tuesday to Mayor Jerry Sanders for his unilateral decision to **ignore legal advice** and temporarily change Qualcomm Stadium's name to promote a product for one of San Diego's largest employers. **He also told city leaders they could retroactively approve the deal** and end the controversy.

Sanders allowed Qualcomm to change the stadium's name to Snapdragon, a smartphone processor made by the wireless chip giant, **despite receiving a Dec. 7 opinion from the City Attorney's Office that the move wasn't legal without City Council approval.** The name switch — for which the **city received a nominal \$1,000** to cover staff costs — began five days later and continued through three nationally televised football games.

The agreement between the mayor and Qualcomm wasn't signed until Dec. 20 after the change had already been made.

Sanders has repeatedly said he has no regrets about his decision and that he did it for greater good of San Diego.

"Qualcomm's got the naming rights," he said in an interview last week. "It wasn't like we went out and said to some other company, 'Cadillac, go ahead and put your name up on top of the stadium for a few days.' This, I think, was good for everybody in the community."

In a Tuesday memo, Goldsmith had a much different take.

"Although the temporary name change may be insignificant to some, the way it was handled was not," he said.

Goldsmith pointed to a 2009 legal opinion from his office that clearly outlined what was required for a legal city contract. "Our lawyers work hard publicly and behind the scenes to ensure that the city does not again develop an attitude that ignores process and law," he said.

Goldsmith said the agreement was "void and unenforceable" for the following three reasons:

***It violates the original \$18 million naming-rights deal** signed by Qualcomm in 1997 which only allows for the ballpark to be called "Qualcomm Stadium."

***The City Council never approved the change** as required by a previous council resolution.

***The city charter requires that the City Attorney's Office to sign off on all city contracts, which never happened.**

Goldsmith said the council could retroactively approve the deal and make it valid although his memo didn't address possible repercussions. No City Council members have publicly commented on the issue.

The Mayor's Office didn't respond Tuesday to a request for comment, but Sanders previously told the U-T San Diego that despite the city attorney's opinion he believed it was done properly.

"We've worked through the issue. We believe everything we did was legal," Sanders said. "We got all city staff time paid for and we did something innovative that other stadiums all over the

country are looking at right now in terms of naming rights and things like that.”

For most of December, the blue signs that say Qualcomm were replaced by red Snapdragon signage in the city-owned stadium and in the surrounding parking lot for the promotion.

Sanders has significant ties to Qualcomm and its co-founder Irwin Jacobs. The company's executives contributed more than \$4,000 to his successful re-election bid in 2008. Jacobs has also pledged millions for civic projects that Sanders has pushed.

This article states that retroactive approval of the deal would end the controversy. But actually, the City Attorney's statement only said that after-the-fact ratification of the deal would end the controversy over the fact that no agreement exists at all at this time and the question of bad precedent being set in terms of how city government would operate. It does not eliminate the fact that inappropriate actions were taken in clear violation of the law.

6. City Council not Planning to retroactively approve the agreement.

http://www.voiceofsandiego.org/government/thehall/article_cc9968fa-4216-11e1-9c9f-0019bb2963f4.html

Posted: Wednesday, January 18, 2012 12:53 pm | Updated: 9:40 pm, Thu Jan 19, 2012.

The Snapdragon Stadium saga is continuing.

San Diego City Council President Tony Young said the council won't discuss the deal between wireless giant Qualcomm and Mayor Jerry Sanders, despite a new opinion by City Attorney Jan Goldsmith.

"There is no council willingness to retroactively approve Snapdragon stadium agreement," Young's spokeswoman said in a text message.

Goldsmith told the council yesterday that if it didn't retroactively approve the deal, it would be "unauthorized and in violation" of the stadium's naming rights agreement and the city's charter. The mayor ignored Goldsmith's original advice to have the council sign off on the stadium's temporary name change before it happened.

"This is completely within the City Council's prerogative," said Goldsmith spokesman Jonathan Heller after learning Young's position.

Young's decision now means that Goldsmith considers the Snapdragon deal void. Right now, it's unclear what that means, especially since the agreement called for a 10-day temporary stadium name change that ended last month.

Heller added that the further discussions of the deal could happen in a closed meeting of the council, which is reserved for private legal and real estate matters.

Our pals at NBC 7 San Diego covered the Snapdragon deal yesterday. I make an appearance talking about double standards.

View more videos at: <http://nbcсандiego.com>.

Our coverage of Snapdragon has focused on two issues: checks and balances, and money. The mayor dismissed the authority of Goldsmith and the City Council by not having the city attorney sign the Qualcomm contract and failing to seek council approval beforehand.

We also quoted an advertising expert who estimated the deal gave Qualcomm \$125,000 worth of television exposure for its new Snapdragon mobile processor product line. The company paid the city \$1,000 for staff time.

This article is incorrect regarding the \$1,000 payment, which was explicitly a “promotional fee” not a “staff time fee” in the agreement.

7. Expert values advertising at more than \$125,000

http://www.voiceofsandiego.org/government/thehall/article_b60223dc-3b1a-11e1-a888-0019bb2963f4.html

We note that this analysis does NOT include anything except for TV exposure. Signage and other media exposure (radio, Internet, etc) are not included. This is a minimal estimate. Actual value should be based on MARKET VALUE. Sanders says the \$1000.00 was for staff time, but the agreement states that this is a promotional fee. There were no permits, fees for staff time, etc. in the agreement. COPS believes the value is probably closer to \$500,000.

San Diego Jerry Sanders said allowing wireless communications giant Qualcomm to temporarily change the name of the city's football stadium last month, "didn't cost taxpayers a dime." But, according to one expert, taxpayers left plenty of dimes on the table.

Eric Wright, president and research director at Joyce Julius & Associates advertising firm, estimated Qualcomm received \$125,000 to \$135,000 worth of television exposure from the deal.

Wright's firm calculates estimates based on the value of national television commercials during game telecasts. In this case, Wright used typical rates for college bowl and nationally televised NFL games. It excludes additional exposure value from radio and other media coverage and changes to the signage inside the stadium.

Qualcomm, with Sanders' blessing, switched the stadium's name from Qualcomm Stadium to "Snapdragon Stadium" for 10 days in December to promote the company's new line of mobile processors.

The stadium carried the name during three nationally televised football games — two college bowls and an NFL contest between the Chargers and Baltimore Ravens. Sanders allowed the deal to go forward [against the advice of City Attorney Jan Goldsmith](#), and defended the decision not to charge the company aside from \$1,000 for staff time.

"The city was duly compensated for its staff time, but any notion that we should have exploited the occasion to shake down the holder of the naming rights is absurd," [Sanders said in a statement](#) Friday.

"Shake down" is a strong phrase. According to Goldsmith, the city had a contractual right to more money from Qualcomm. And that's not just any contractual right. The city had something of value at a stadium that costs taxpayers \$12 million a year to operate. It also needs the cash. The city's budget gap currently stands at \$31.8 million.

Qualcomm projected that 30 million television viewers and 150,000 fans would see Snapdragon advertising during the three games. In 1997, the company paid \$18 million for 20-year naming rights as part of a plan to renovate the stadium.

Perhaps Qualcomm has been such a solid corporate citizen that it shouldn't have paid to change

the name. Sanders has argued that Qualcomm's success translates into more good, local jobs. The company's founder, Irwin Jacobs, is the primary donor on two Sanders' legacy projects, a new downtown library and a plan to remove cars from Balboa Park's central plaza.

But even if Qualcomm deserved to receive the name change for virtually no cost, it shouldn't have been the mayor's decision. Goldsmith said explicitly that both his office and the City Council needed to sign off on a change like this. Neither did.

One issue is financial. The other is about checks and balances. In a case like this, it'd be easier to dismiss the money question if the mayor had followed the rules.

8. SUMMARY:

- Mayor Jerry Sanders made an inappropriate verbal contract with Qualcomm to change stadium signage.
- The Mayor was informed that the transaction was not legal by the City Attorney and the City Council would have to approve it.
- An abbreviated contract was processed after the signs were changed, it was not approved by authorized representatives (i.e. the City Council and the City Attorney), and does not include any normal provisions in such a contract.
- The original contract specified \$1,000.00 for a promotional fee. There was no charge for staff time, for any permits, or fees for staff time. This is not market value for this use.
- The deal was not retroactively approved by the City Council and they stated it would not be discussed.
- The value of the advertising obtained by Qualcomm was at least \$125,000 and perhaps more like \$500,000 when local signage and non-TV media is included. The bill to Qualcomm did not include any fees for staff time, permits, etc. that are normally part of any major change of this type.

SUPPORT -- PART II – The Law

1. California Penal Code Section 503-504

§ 503: Embezzlement is the fraudulent **appropriation of property** by a person to whom it has been intrusted.

§ 504: Every officer of this state, or of any county, city, city and county, or other municipal corporation or subdivision thereof, and every deputy, clerk, or servant of that officer, and every officer, director, trustee, clerk, servant, or agent of any association, society, or corporation (public or private), who fraudulently **appropriates to any use or purpose not in the due and lawful execution of that person's trust, any property** in his or her possession or **under his or her control** by virtue of that trust, or secretes it with a fraudulent intent to appropriate it to that use or purpose, is guilty of embezzlement.

2. Penal Code Section 424:

§ 424. Embezzlement and falsification of accounts

(a) Each officer of this state, or of any county, city, town, or district of this state, and every

other person charged with the receipt, safekeeping, transfer, or disbursement of public moneys, who either:

1. Without authority of law, appropriates the same, or any portion thereof, to his or her own use, or to the use of another; or,
2. Loans the same or any portion thereof; makes any profit out of, or uses the same for any purpose not authorized by law; or,
3. Knowingly keeps any false account, or makes any false entry or erasure in any account of or relating to the same; or,
4. Fraudulently alters, falsifies, conceals, destroys, or obliterates any account; or,
5. Willfully refuses or omits to pay over, on demand, any public moneys in his or her hands, upon the presentation of a draft, order, or warrant drawn upon these moneys by competent authority; or,
6. Willfully omits to transfer the same, when transfer is required by law; or,
7. Willfully omits or refuses to pay over to any officer or person authorized by law to receive the same, any money received by him or her under any duty imposed by law so to pay over the same;--

Is punishable by imprisonment in the state prison for two, three, or four years, and is disqualified from holding any office in this state.

(b) As used in this section, "public moneys" includes the proceeds derived from the sale of bonds or other evidence of indebtedness authorized by the legislative body of any city, county, district, or public agency.

(c) This section does not apply to the incidental and minimal use of public resources authorized by *Section 8314 of the Government Code*.

Mayor Jerry Sanders made an illegal deal with Qualcomm to change the name without market-value payment for advertising exposure. The deal was not approved by the Council or the City Attorney, and he knew it was not legal when he did it. Therefore, he is guilty of felony embezzlement.

Mayor Sanders says he thinks what he did was nevertheless legal. This law does not require fraudulent intent, nor does it matter if the public officer says he thinks what he does was legal. The fact that the City Attorney told him it was not legal is sufficient to conclude that the act was unlawful. Notes to this law say:

The legislature has power to provide that embezzlement of public moneys is committed by a public officer when he uses public funds in a manner forbidden by law, even though he may have no fraudulent intent. *People v. Dillon (1926) 199 Cal 1, 248 P 230, 1926 Cal LEXIS 232*.

...

Any violation of *Pen C § 424*, subd. 1 (misappropriation of public money, now numbered § 424(a)(1)), is not a specific intent crime. Thus, the statute does not require proof of an intent to steal or misappropriate, but rather the intentional doing of an act that results in the misappropriation. *Webb v. Superior Court (1988, Cal App 5th Dist) 202 Cal App 3d 872, 248 Cal Rptr 911, 1988 Cal App LEXIS 596*.

This law does not just apply to money under the control of the officer, but property (Such as signage at Qualcomm stadium).

A crime is made out when it is shown that a public official fraudulently appropriates to any use or purpose not in the due course and lawful exercise of his trust any property which he has in his possession or under his control by virtue of his trust, and it need not be shown that a prior embezzlement existed if the public official used the funds entrusted to him in any other way than as authorized by law. *People v. Moulton (1931, Cal App) 116 Cal App 552, 2 P2d 1009, 1931 Cal App LEXIS 448.*

3. California Penal Code Section 512-513

§ 512: The fact that the accused intended to restore the property embezzled, is no ground of defense or mitigation of punishment, if it has not been restored before an information has been laid before a magistrate, or an indictment found by a grand jury, charging the commission of the offense.

§ 513: Whenever, prior to an information laid before a magistrate, or an indictment found by a grand jury, charging the commission of embezzlement, the person accused voluntarily and actually restores or tenders restoration of the property alleged to have been embezzled, or any part thereof, such fact is not a ground of defense, but it authorizes the court to mitigate punishment, in its discretion.

Thus although the City Attorney says ratification of the contract by the City Council and approval of the contract by the City Attorney eliminates many of the precedents this case otherwise would create, according to California PC Section 512-513, it does not eliminate the crime committed, and prosecution should still occur, however, it may mitigate the punishment.

SUPPORT – PART III -- Right to Arrest

Sections from California Penal Code follow:

§ 834. An arrest is taking a person into custody, in a case and in the manner authorized by law. An arrest may be made by a peace officer or by a private person.

§ 837. A private person may arrest another:

1. For a public offense committed or attempted in his presence.
2. When the person arrested has committed a felony, although not in his presence.
3. When a felony has been in fact committed, and he has reasonable cause for believing the person arrested to have committed it.

§ 839. Any person making an arrest may orally summon as many persons as he deems necessary to aid him therein.

§ 840. An arrest for the commission of a felony may be made on any day and at any time of the day or night. An arrest for the commission of a misdemeanor or an infraction cannot be made between the hours of 10 o'clock p.m. of any day and 6 o'clock a.m. of the succeeding day, unless:

- (1) The arrest is made without a warrant pursuant to Section 836 or 837.
- (2) The arrest is made in a public place.
- (3) The arrest is made when the person is in custody pursuant to another lawful arrest.

(4) The arrest is made pursuant to a warrant which, for good cause shown, directs that it may be served at any time of the day or night.

§ 841. The person making the arrest must inform the person to be arrested of the intention to arrest him, of the cause of the arrest, and the authority to make it, except when the person making the arrest has reasonable cause to believe that the person to be arrested is actually engaged in the commission of or an attempt to commit an offense, or the person to be arrested is pursued immediately after its commission, or after an escape.

The person making the arrest must, on request of the person he is arresting, inform the latter of the offense for which he is being arrested.

§ 844. To make an arrest, a private person, if the offense is a felony, and in all cases a peace officer, may break open the door or window of the house in which the person to be arrested is, or in which they have reasonable grounds for believing the person to be, after having demanded admittance and explained the purpose for which admittance is desired.

§ 847. (a) A private person who has arrested another for the commission of a public offense must, without unnecessary delay, take the person arrested before a magistrate, or deliver him or her to a peace officer.

(b) There shall be no civil liability on the part of, and no cause of action shall arise against, any peace officer or federal criminal investigator or law enforcement officer described in subdivision (a) or (d) of Section 830.8, acting within the scope of his or her authority, for false arrest or false imprisonment arising out of any arrest under any of the following circumstances:

(1) The arrest was lawful, or the peace officer, at the time of the arrest, had reasonable cause to believe the arrest was lawful.

(2) The arrest was made pursuant to a charge made, upon reasonable cause, of the commission of a felony by the person to be arrested.

(3) The arrest was made pursuant to the requirements of Section 142, 837, 838, or 839.

PART IV -- ANALYSIS

Common sense says it is improper for Qualcomm to get a “special deal” from the city for advertising. Private firms are supposed to try to get the best deal they can in the private marketplace. But when public assets are concerned, there is no private marketplace to set appropriate market prices. To limit special deals with public officials, standards of operation are established in terms of how such contracts should be processed, and also to simulate the establishment of market prices for services.

It is inappropriate for any corporation to get a special deal from the Mayor without undergoing any scrutiny by city officials.

In this case, market value of promotional services is fairly easy to establish because advertising is commonly sold in the private-sector market. When the City sells advertising, it should not be sold to favored entities at below-market prices. That is a violation of the trust we put in our elected officials.

Also, the city is operating with a budget seriously out of balance, and it needs every dollar to help it meet its obligations. No corporation should undercut the trust of the public, particularly with respect to the naming rights of our public stadium.

In this case, the Mayor was clearly told he had to get the approval of the City Council by the City Attorney. Thus, he knew that he was not operating appropriately. Anyone familiar with standard business practices would not assume that it would be proper to allow changes to signage at the stadium to occur BEFORE an agreement was properly executed. There is no way that Mayor Sanders can believe this was properly executed, despite his statements that everything was proper.

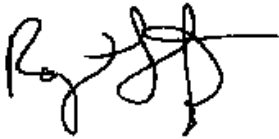
The recent change to the "strong mayor" form of government does not mean that the Mayor can execute contracts on his own, does not mean he can give away advertising well below market value, and it does not mean he can just ignore the whole matter and it will go away.

CitizensOversight.org is a 501c3 nonprofit organization with a mission of encouraging improved oversight of public officials and staff. Our participants are particularly concerned about the dismissive attitude of the Mayor after clearly engaging in felony embezzlement of at least \$125,000 to benefit a company that contributed to his campaign and who may be a strong player in the private market.

PART V -- CONCLUSION

Therefore, the undersigned do hereby demand that the an agreement with Qualcomm be reached, that they pay market prices for the use of the public stadium for advertising, and that Mayor Sanders be indicted and prosecuted for embezzlement.

Sincerely,



Raymond Lutz
National Coordinator,
Citizens' Oversight Projects

Martha Sullivan
San Diego City Resident

Mike Garcia
Private person

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