

August 19, 2021

**VIA OVERNIGHT MAIL**

Ramona Giwargis  
Co-Founder & Editor  
SAN JOSE SPOTLIGHT  
1900 Camden Avenue, Suite 101  
San Jose, CA 95124

**Re: *City of Santa Clara's Response to Public Records Act Request Received on August 9, 2021***  
**Client-Matter: SA460/022**

Dear Ms. Giwargis:

This correspondence confirms the City of Santa Clara's ("City") receipt of your August 9, 2021 California Public Records Act ("CPRA") request and serves as the City's written response pursuant to Government Code section 6253, subsection (c). With this response, the City considers your April 9, 2021 CPRA request closed.

You have requested the following documents:

1. A copy of all contracts with any outside counsel for legal services related to an investigation of City Attorney Brian Doyle.

**Response:** Legal services agreements with outside counsel are confidential attorney-client privileged communications. (Bus. & Prof. Code § 6149; Evid. Code § 952; see *Los Angeles County Bd. of Supervisors v. Superior Court* (2016) 2 Cal.5th 282.) As a result, these records are exempt from disclosure under the CPRA and will not be produced by the City in response to your request. (Gov. Code § 6254 (k).)

Your August 9, 2021 email also asked a series of questions that solicited information about the status of a personnel investigation into City Attorney Brian Doyle. Those questions were as follows:

- What is the current status of the investigation?
- Will the report be made public?
- How much is it costing?

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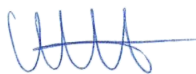
- Has Councilmember Watanabe faced any sanctions for disclosing the existence of the Doyle investigation during a public meeting, which apparently was a closed-session item?
- Is Santa Clara contracting with any outside counsel for legal services?
- If so, who/what firms?

Importantly, the CPRA does not obligate a public agency to respond to such inquiries, as it only applies to document requests and not requests for information. The City will not offer further comment on confidential closed session matters or confidential personnel matters related to City Attorney Doyle. The status of any investigation into City personnel is strictly confidential. Any investigation report prepared at the conclusion of an investigation is a confidential personnel record and protected by the attorney-client privilege and attorney work product doctrine, and thus exempt from disclosure under the CPRA pursuant to Government Code section 6254, subsections (c) and (k). (See, e.g., *City of Petaluma v. Superior Court* (2016) 248 Cal.App.4th 1023.) Additionally, the aggregate cost of legal services from outside counsel, as well as the content of invoices from outside counsel, are also protected by the attorney-client privilege. (*Los Angeles County Bd. of Supervisors v. Superior Court* (2016) 2 Cal.5th 282; *County of Los Angeles Bd. of Supervisors v. Superior Court* (2017) 12 Cal.App.5th 1264.)

Please feel free to contact me if you have additional questions. Thank you.

Very truly yours,

LIEBERT CASSIDY WHITMORE



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<b>SAN JOSE CA 95124</b>			
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