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OFFICE OF THE CITY CLERK
OAKLAND

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AGENDA REPORT

TO: JOHN A. FLORES
INTERIM CITY ADMINISTRATOR

FROM: Osborn K. Solitei

SUBJECT: Supplemental No. 5 to the Master Agreement
and Exhibits to the Master Agreement Between
the Oakland Raiders and the Oakland Alameda
County Coliseum Authority

DATE: March 13, 2015

City Administrator
Approval

Date

3/19/15

RECOMMENDATION

Staff recommends that the City Council adopt:

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF SUPPLEMENT NO. 5 TO THE MASTER AGREEMENT AND EXHIBITS TO THE MASTER AGREEMENT BETWEEN THE OAKLAND RAIDERS AND THE OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY.

OUTCOME

Adoption of this proposed resolution will authorize acceptance and execution by the Oakland-Alameda County Coliseum Authority (the "Authority") of Supplement No. 5 ("Supplement No. 5") to the Master Agreement (the "Master Agreement") and Exhibits to the Master Agreement between the Authority and the Oakland Raiders, a California Limited Partnership (the "Raiders") and authorize the City Administrator to execute Supplement No. 5 on behalf of the City, in conjunction with parallel approvals from the County of Alameda.

BACKGROUND/LEGISLATIVE HISTORY

The Raiders have been playing their home football games at the O.co Coliseum under the Master Agreement since the 1995 NFL football season. The parties have entered several supplements. The Master Agreement, as amended, provides that the Raiders are entitled to play football at O.co Coliseum through the end of the just past 2014 NFL football season. The Raiders are interested in occupying a new stadium as soon as possible within the County of Alameda and the Raiders, the Authority, the City and the County are currently looking for an appropriate plan for such an undertaking. The Raiders have requested that the Master Agreement be extended through the end of the 2015 football season as this planning proceeds.

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Staff has worked with the Raiders to accommodate this request, resulting in the attached Supplement No. 5 to the Master Agreement.

ANALYSIS

A summary of the proposed terms of the Supplement are described below. A full form of the Supplement is attached:

- **Term.** The Supplement extends the term through the end of the 2015-16 NFL football season.
- **Additional Payments.** The Raiders will pay the Authority \$400,000 for 2015-16 NFL football season on December 1, 2015.
- **Training Facility.** Under the Master Agreement, upon termination of the Master Agreement, the Raiders are required to convey the Training Facility property to the Authority. The Master Agreement, as amended, requires the conveyance occur within six (6) months and allows the Raiders to remain in the Training Facility for 24 months following the termination of the Master Agreement, provided that the Raiders pays fair market rent, not to exceed \$525,000 per year, commencing March 1, 2015. If there are good faith discussions continuing with the Authority regarding the extension of the Master Agreement, such rent will be abated during the discussions. The Supplement provides that the term of the Raiders occupation of the Training Facility could be extended by an additional year upon payment of rent equal to \$1,050,000.
- **Advertising.** The Supplement provides certain clarifications to the rights of the Raiders to advertising within the bowl of the Stadium, including use of the new scoreboard and ribbon boards being installed by the Oakland Athletics and the relocation of some existing signage displaced by such boards.
- **Concessions.** The Master Agreement, as amended, provides that the Authority and the Raiders share concessions revenues 50/50 until the Raiders have received \$1.125 million, after which the Authority retains all concession revenue. The Supplement would require the Authority to share this retention with the Raiders. The Raiders would receive 30% and the Authority 70%.

COORDINATION

Staff from the City Administrator's Office, the Controller's Bureau and the Office of the City Attorney have reviewed this report.

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City Council

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COST SUMMARY/IMPLICATIONS

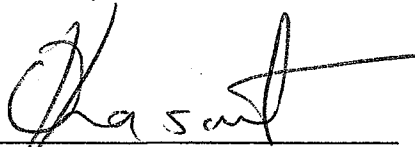
There is no direct cost to the City of Oakland from the adoption of this resolution. The annual revenues/fees from the Master Agreement, as amended with the Raiders will be applied to the Authority's annual operating expenses, thereby reducing any cost to the City of Oakland to fund its share of the Authority's operating costs.

SUSTAINABLE OPPORTUNITIES

There are no sustainable opportunities which have been identified from this action.

For questions regarding this report, please contact Osborn K. Solitei, Director of Finance/ Controller, at (510) 238-3809.

Respectfully submitted,



Osborn K. Solitei
Director of Finance/ Controller

Attachments:

- Supplement No. 5 to Maser Agreement and Exhibits to the Master Agreement.
- Oakland Alameda County Coliseum Authority staff report and resolution approving Supplement No. 5 to Raiders Agreement





Oakland-Alameda
County Coliseum
Authority

March 9, 2015

Susan Muranishi
County Administrator
1221 Oak Street
5th Floor
Oakland, CA 94612

John Flores
Interim City Administrator
1 Frank Ogawa Plaza
3rd Floor
Oakland, CA 94612

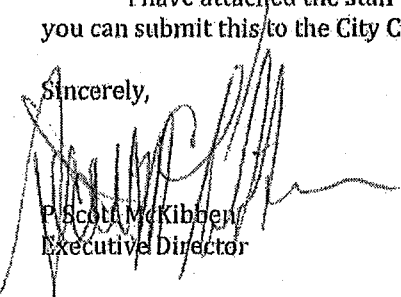
Re: Approval of Supplement No. 5 to Raiders Agreements

Dear Susan and John:

On March 6, 2015, the Oakland Alameda County Coliseum Authority approved, subject to City and County approval, the attached Supplement No. 5 to the Raiders agreements and recommended to the City and County that each of them also approves Supplement No. 5. As you know, pursuant to the Management Agreement among the City, County and Authority, such approval is required prior to the Authority's entering in to any amendment to the various license agreements.

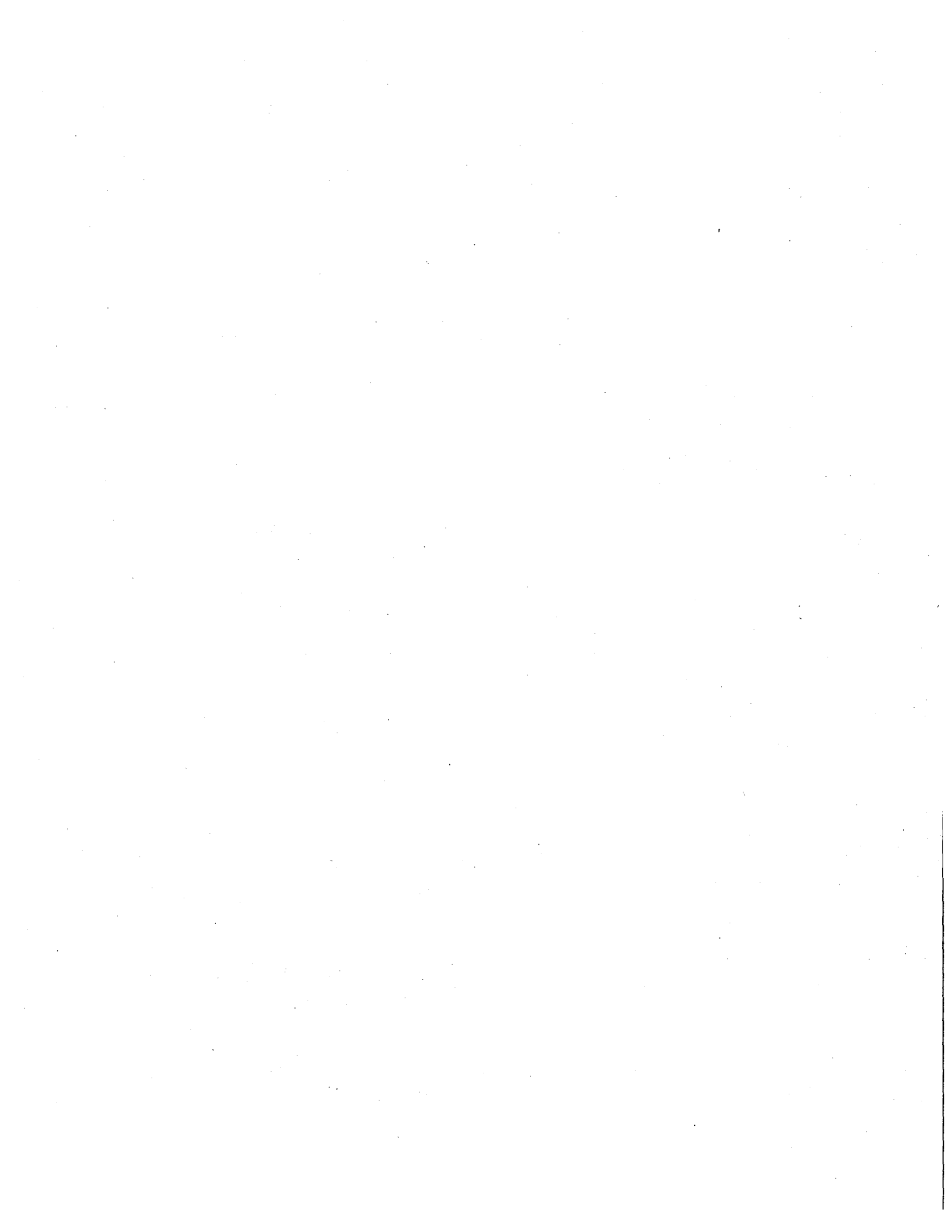
I have attached the staff report, resolution and a clean copy of the agreement so that you can submit this to the City Council and Board of Supervisors. Thanks for your help.

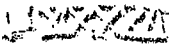
Sincerely,



P. Scott McKibben
Executive Director

cc: Steve Manning
Dennis Bozanich
Donna Ziegler
Brian Washington
Osborn Solitei
Barbara Parker
Krishna Pettit
Otis McGee





Oakland-Alameda County
Coliseum Authority

March 6, 2015

STAFF REPORT

6a. Resolution Approving and Authorizing the Execution of Supplement No. 5 to the Master Agreement and Exhibits to the Master Agreement between the Oakland Raiders and the Oakland Alameda County Coliseum Authority

Background. The Oakland Raiders (the "Raiders") have been playing their home games at O.co Coliseum under Master Agreement and related Exhibits, including a License Agreement (the "Master Agreement") since the 1995 NFL football season. The parties have entered several supplements. The Master Agreement, as amended, provides that the Raiders are entitled to play football at O.co Coliseum through the end of the just past (2014) NFL football season. The Raiders are interested in occupying a new stadium as soon as possible within the County of Alameda and the Raiders, the Authority, the City and the County are currently looking for an appropriate plan for such an undertaking. The Raiders have requested that the Master Agreement be extended through the end of the 2015 football season as this planning proceeds. Staff has worked with the Raiders to accommodate this request, resulting in the attached Supplement No. 5 to the Master Agreement and Exhibits to the Master Agreement (the "Supplement").

Proposed Supplement. A summary of the proposed terms of the Supplement are described below. A full form of the Supplement is attached.

- Term. The Supplement extends the term through the end of the 2015-2016 NFL football season.
- Additional Payments. In addition to all the current payments to the Authority, the Raiders will pay the Authority \$400,000 on December 1, 2014.
- Training Facility. Under the Master Agreement, upon termination of the Master Agreement, the Raiders are required to convey the Training Facility property to the Authority. The current Master Agreement, as amended, requires the conveyance occur within 6 months and allows the Raiders to remain in the Training Facility for 24 months following the termination of the Master Agreement, provided that the Raiders pays fair market rent, not to exceed \$525,000 per year, commencing March 1, 2015. If there are good faith discussions continuing with the Authority regarding the extension of the Master Agreement, such rent will be abated during the discussions. The Supplement provides that the term of the Raiders occupation of the

Training Facility could be extended by an additional year upon payment of rent equal to \$1,050,000.

- Advertising. The Supplement provides certain clarifications to the rights of the Raiders to advertising within the bowl of the Stadium, including use of the new scoreboard and ribbon boards being installed by the A's and the relocation of some existing signage displaced by such boards.
- Concessions. The current Master Agreement, as amended, provides that the Authority and the Raiders share concession revenues 50/50 until the Raiders have received \$1.125 million, after which the Authority retains all concession revenue. The Supplement would require the Authority to share this retention with the Raiders. The Raiders would receive 30% and the Authority 70%.

Further Approvals. The Management Agreement, between the Authority, the City of Oakland and the County of Alameda, requires that each of the City and the County approve the Supplement.

Recommendation. Staff recommends that the Authority adopt the resolution approving and authorizing the execution of Supplement No. 4 to the Master Agreement and Exhibits to the Master Agreement between the Oakland Raiders and the Oakland Alameda County Coliseum Authority and recommending to the City and County the approval of the Supplement No. 4.


Deena P. McClain 

**SUPPLEMENT NO. 5 TO MASTER AGREEMENT
AND EXHIBITS TO THE MASTER AGREEMENT**

(Effective as of _____, 2015)

RECITALS

1. The Oakland Alameda County Coliseum, Inc. ("OACC," "Licensor" or "Coliseum"), the Oakland Alameda County Coliseum Authority (the "Authority" or "JPA"), the City of Oakland (the "City"), the County of Alameda (the "County"), the Oakland-Alameda County Coliseum Financing Corporation ("Financing") and the Oakland Raiders, a California Limited Partnership (the "Raiders" or the "Licensee") (collectively, the "Parties") have previously entered into a Master Agreement, dated August 7, 1995. The Master Agreement contained, as exhibits, the Definitional Annex and certain additional agreements that certain of the Parties executed on August 7, 1995, including (i) the Oakland-Alameda County Coliseum Stadium Operating License, between OACC and the Raiders (the "Operating License"), (ii) the Loan Agreement, between Financing and the Raiders (the "Loan Agreement"), (iii) the Stadium Capital Improvement Design and Construction Coordination Agreement, (iv) the Marketing Agreement, between the JPA and the Raiders (the "Marketing Agreement"), and the associated Marketing Strategy, (v) the Stadium Improvement Plan, (vi) the Visiting Team Share Agreement, among the City, the County, the Authority and the Raiders, and (vii) Revenue Trust and Security Agreement, among OACC, the JPA, the Raiders and the Alameda County Treasurer, as trustee (the "Revenue Trust Agreement") (collectively, the Definitional Annex and items (i) through (vii) are collectively referred to as the "Exhibits").
2. As of June 1, 1996, the Parties entered into Supplement No. 1 to Master Agreement and Other Agreements Defined Therein ("Supplement No. 1"), amending and modifying certain provisions of the Master Agreement and the Exhibits.
3. On or about March 28, 2006, the Parties entered into Supplement No. 2 to the Master Agreement and Other Agreements Defined Therein ("Supplement No. 2"), amending and modifying certain provisions of the Master Agreement and the Exhibits.
4. On or about November 1, 2009, the Parties entered into Supplement No. 3 to the Master Agreement and Other Agreements Defined Therein ("Supplement No. 3"), amending and modifying certain provisions of the Master Agreement and the Exhibits.
5. On or about December 3, 2013, the Parties entered into Supplement No. 4 to the Master Agreement and Other Agreements Defined Therein ("Supplement No. 4"), amending and modifying certain provisions of the Master Agreement and the Exhibits.
6. The Parties have been working collaboratively to discuss and explore options for a new stadium in Alameda County for the Raiders to hold Football Events following the end of the Term of the Master Agreement and Exhibits, but recognize that such options will not be sufficiently ready to hold Football Events prior to the 2015 Football Season.

7. The Parties desire to continue exploring and discussing such options for a new stadium in Alameda County for Raiders Football Events and other Bay Area events and desire to extend the term of the Master Agreement and Exhibits to allow such discussions to continue to occur.

8. On December 11, 2008, OACC dissolved. The Authority has and had previously assumed all the rights and responsibilities of OACC, including, but not limited to OACC's rights and responsibilities under the Master Agreement and the Exhibits. "Parties" for purposes of this Supplement No. 5 shall not include OACC.

9. Financing is no longer an operating entity. The Authority confirms that it has and had previously assumed all the rights and responsibilities of Financing, including, but not limited to Financing's rights and responsibilities under the Master Agreement and the Exhibits. "Parties" for purposes of this Supplement No. 5 shall not include Financing.

10. The remaining Parties desire to enter into this Supplement No. 5 to the Master Agreement and to the Exhibits ("Supplement No. 5"), dated as of _____, 2015, representing the date by which all necessary Parties shall have approved and executed this Supplement No. 5.

SUPPLEMENT

1. **Master Agreement.** The Master Agreement is hereby amended and supplemented as follows:

a. Section 5.2(a), as amended by Section 2.1. of Supplement No. 2, Section 1 a. of Supplement No. 3, and Section 1 a. of Supplement No. 4 is hereby amended in its entirety to read as follows:

(a) Football Parking Net Revenue.

Subject to the foregoing, the JPA shall be authorized to collect, and shall be responsible for collecting, all Football Parking Net Revenue. The parties agree that after the conclusion of the 2005 Football Season, all Football Parking Net Revenues for subsequent seasons shall be split equally between the Raiders and the JPA; provided that the parties acknowledge and reconfirm that the Raiders' fifty percent (50%) share of such future revenues shall continue to secure the Raiders' payment obligations under the outstanding Loan Agreement and shall continue to be applied as amounts due from the Raiders under such Loan Agreement. The JPA shall be entitled to charge parking fees for Football Events of no more than \$20 for the 2006 and 2007 Football Seasons, of no more than \$25 for the 2008 and 2009 Football Seasons, of no more than \$30 for the 2010 – 2014 Football Seasons, and of no more than \$35 for the 2014-2015 and 2015-2016 football seasons; provided, however, that the parking charges shall in no event exceed the average parking charges for similar professional football events in the San Francisco Bay Area. The Parties acknowledge and agree that the maximum amounts JPA shall be entitled to charge and/or collect for parking fees for Football Events include all taxes, user fees, assessments, or any other costs or

expenses of any kind, and JPA shall not charge or collect any more than the amounts provided herein. The Raiders agree that to the extent JPA collects and pays any such taxes, fees, assessments, costs or expenses from such parking fees, Raiders shall make no claim for offset against amounts Raiders owes to JPA pursuant to Section 18 of the Operating License. The Coliseum shall provide parking services consistent with those of other premier NFL facilities.

b. Section 5.2(b), as amended by Section 2.1. of Supplement No. 2, is hereby amended in its entirety to read as follows:

(b) Football Concession Net Revenues.

Subject to the foregoing, the JPA shall be authorized to collect, and shall be responsible for collecting, all Football Concession Net Revenues. The parties agree that after the conclusion of the 2005 Football Season, all Football Concession Net Revenues for subsequent Football Seasons shall be split between the Raiders and the JPA as follows:

(1) Fifty percent (50%) of Football Concession Net Revenues shall be collected by the JPA for the benefit of the Raiders and applied as provided in the Loan Agreement; provided that the parties acknowledge and confirm that this fifty percent (50%) share of Football Concession Net Revenues shall continue to secure the Raiders' future payment obligations under the Loan Agreement and shall continue to be applied against amounts due from the Raiders under such Loan Agreement; and

(2) The other fifty percent (50%) of Football Concession Net Revenues shall be collected for the benefit of and paid to the Raiders within three (3) Business Days of the date upon which the JPA receives Football Concession Net Revenues from any concessionaire licensed to provide food and beverage concessions for Football Events until the amount paid to the Raiders under this sub-clause (b)(2) for any Football Season equals the Raiders Concession Cap for that Football Season. The JPA shall be entitled to receive, and shall retain for itself, Football Concession Net Revenues for the 2006-2014 Football Seasons to the extent 50% of such Football Concession Net Revenues in any such Football Season exceeds the Raiders Concession Cap. For seasons subsequent to the 2014 season, beginning with the 2015 Football Season, to the extent 50% of such Football Concession Net Revenues in any such Football Season exceeds the Raiders Concession Cap, the JPA shall be entitled to receive, and shall retain for itself 70% of such amount and the remaining 30% of such amount shall be paid to the Raiders on a time frame consistent with other payments made pursuant to this section.

2. **Operating License.** The Operating License is hereby amended and supplemented as follows:

a. Section 6.1 is hereby amended in its entirety to read as follows:

6.1 Term. Subject to the terms and conditions of the Agreements, the term of this License shall be for twenty-one (21) Football Seasons (which shall be consecutive unless otherwise permitted by the Agreements) commencing with the First Football Event in the OACC Stadium and such term shall end forty-five (45) days after the

last Football Event of Raiders' last Football Season in the OACC Stadium under this License, which shall be the 2015-2016 Football Season, unless otherwise terminated by Raiders as provided in the Agreements. Raiders shall play all Football Events at the OACC Stadium during such term except as otherwise provided in the Agreements and except that Raiders may play one (1) preseason and/or regular season Football Event per season at a location other than OACC Stadium, provided that such location is approved by the NFL.

- b. Section 7.4 of the Operating License is amended to read as follows:

7.4 Raiders' Additional Payments for 2014-2015 and 2015-2016 Football Seasons.
In addition to any other payments required by the Agreements, Raiders shall pay Licensor an Additional Payment per Football Season of Four Hundred Thousand Dollars (\$400,000.00) for Raiders' use of the OACC Stadium in the 2014-2015 and 2015-2016 Football Seasons, on or before December 1, 2014 and December 1, 2015, respectively .

- c. Section 7.5 of the Operating License is amended to read as follows:

7.5 Additional Payments for Use of Permanent Training Facility and Training Site.
If the Raiders announce a relocation or sign a lease to play football games outside of the City of Oakland or Alameda County (a) for the 2015 season prior to March 1, 2015, or (b) for the 2016 season prior to March 1, 2016, then, commencing on March 1 of the year following such announcement Raiders shall have the option of continuing to use the Permanent Training Facility and Training Site for up to thirty-six (36) months, up to and including February 28, 2019 as determined in Raiders' discretion. For the first two years, Raiders shall make a payment to Licensor each month for continued use of the Permanent Training Facility and Training Site in an amount equal to the fair market rental value of the Permanent Training Facility and Training Site on a monthly basis, as determined annually (or biennially if mutually agreed by Licensor and Raiders) by a mutually agreeable licensed commercial real estate broker based on comparable rental space. Raiders and Licensor agree that the fair market rental value shall not exceed \$525,000.00 per year for the first two years. For the third year, Raiders shall pay Licensor an amount of One Million Fifty Thousand Dollars (\$1,050,000), payable monthly in equal installments. In the event the Raiders and Licensor are engaged in good faith discussions concerning an extension of the Operating License or other arrangement for Raiders to play future Football Events in the OACC Stadium as of March 1, 2016, any obligation to make additional payments shall not commence while such discussions are continuing and the thirty-six (36) month period and obligation to make additional payments shall begin when Raiders agrees to play football games at a location other than OACC Stadium for the 2016 season; provided, however, that if Raiders agrees to play football at such other location, Raiders shall pay such rental payments retroactively from March 1, 2016.

3. Advertising Agreement. The Advertising Agreement, attached as Appendix A to Supplement No. 2 is hereby amended and supplemented as follows:

- a. The following shall be added at the end of Section 2b. of the Advertising Agreement:

Notwithstanding anything to the contrary in this Advertising Agreement, but subject to any manifest advertising legal rights that the Athletics may hold pursuant to Section 11.3 of the Athletics' Stadium License Agreement with the Authority, as amended, beginning with the 2015 Football Season, exclusivities shall apply during Football Events only to fixed signage, and no exclusivities shall apply to electronic, digital, video, or other changeable advertisements in the Stadium, including, but not limited to, all scoreboard (excluding Scoreboard Caps) and ribbon board advertisements. Notwithstanding anything to the contrary in the Athletics' Stadium License Agreement, Athletics may not add additional exclusive categories without fully complying with provisions of the Advertising Agreement regarding the addition of exclusivities.

- b. The following shall be added as Section 1(h) to Exhibit 1 to the Advertising Agreement:

All electronic, digital, video, and other changeable signage or displays on the scoreboards and ribbon boards in the Stadium during all Football Events. The Raiders shall retain 100% of the inventory of all electronic, digital, video, and other changeable signage on all scoreboards and ribbon boards at the Stadium during Football Events and shall have the right to sell and retain all revenue related to 100% of all such displays during Football Events.

- c. The following shall be added as Section 2h(iv) of the Advertising Agreement:

iv. To the extent that four (4) items of fixed Interior Signage (per current plans) set forth in Section 1(c) or 1(d) of Exhibit 1 to this Appendix A are removed and replaced with ribbon boards or other electronic, digital, video, or other changeable signage in connection with the A's scoreboard project in 2015, Raiders shall have the option to have such signs relocated to mutually agreeable locations on the Stadium fascia. Raiders shall reimburse JPA for all expenses for such relocation in such amounts as are mutually preapproved by Raiders and the Authority based on qualified contractor bids and on subsequent change order requests, if any. No more than four (4) items of fixed Interior Signage may be removed or relocated without Raiders' approval.

4. General Provisions.

a. Except as otherwise specifically supplemented, interpreted or modified by this Supplement No. 5, all terms and provisions of the Agreements shall remain unmodified and in full force and effect. This Supplement No. 5 and the other agreements and schedules referred to herein (including the Settlement Agreement) shall constitute the entire agreement among the parties relating to the subject matter hereof and thereof, and shall supersede any negotiations, understandings, or agreements, written or oral, relating to the subject matter hereof and thereof, and shall not be changed or terminated orally. The parties further agree that the Agreements (as modified by this Supplement No. 5) shall be fairly and reasonably interpreted in the context of the time when the provision was drafted and applicable to the parties. To the extent there is any conflict between any provision in this Supplement No. 5 and any provision in the Master Agreement, any Exhibit or Supplement No. 1 or Supplement No. 2, Supplement No. 3, or

Supplement No. 4, the provision in this Supplement No. 5 shall control. In entering into this Supplement No. 5, no Party is relying on any representation, statement of fact or opinion concerning any matter, except those expressly set forth in this Supplement No. 5.

b. The parties agree, understand and acknowledge that no changes to the Master Agreement and Exhibits set forth in this Supplement No. 5 shall affect, or are intended to affect, the rights of any of the Parties with respect to the City's Parking Tax Ordinance (Oakland Municipal Code Chapter 4.16) or any other tax.

c. This Supplement No. 5 may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original and all of which taken together shall be deemed one and the same instrument.

OAKLAND ALAMEDA COUNTY COLISEUM
AUTHORITY

By _____
Chair

Attest: _____
Secretary

CITY OF OAKLAND

By _____
City Administrator

Approved as to form and legality:

City Attorney

COUNTY OF ALAMEDA

By _____
President, Board of Supervisors

Approved as to form and legality:

County Counsel

OAKLAND RAIDERS

By A.D. Football, Inc., its general partner

By: _____
President

A.D. FOOTBALL, INC.

By: _____
President



OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

RESOLUTION NO. 2015-

Resolution Approving and Authorizing the Execution of Supplement No. 5 to the Master Agreement and Exhibits to the Master Agreement between the Oakland Raiders and the Oakland Alameda County Coliseum Authority

WHEREAS, pursuant to a staff report presented to this meeting, staff has recommended to the governing board of the Authority approve and accept Supplement No. 5 to the Master Agreement and Exhibits to the Master Agreement between to the Oakland-Alameda County Coliseum Authority and the Oakland Raiders (the "Supplement");

WHEREAS, a form of the Supplement has been presented to this meeting

WHEREAS, the Authority finds it advisable and now desires to approve the form of the Supplement and to authorize the execution of the Supplement;

NOW THEREFORE, the governing board of the Authority hereby finds, determines declares and resolves as follows:

Section 1. All of the recitals above set forth are true and correct, and the Board so finds and determines.

Section 2. Subject to the approval of the Supplement by the City of Oakland and the County of Alameda, the Authority hereby approves and authorizes the execution and delivery by the Authority's Chair of the Supplement, in substantially the form presented to this meeting with only those changes that the Chair, with the advice of counsel to the Authority, shall approve.

Section 3. The Authority hereby recommends to the City Council of the City of Oakland and the Board of Supervisors of the County of Alameda the approval of the Supplement.

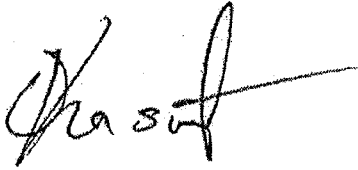
Section 3. All action heretofore taken by the officers and agents of the Authority concerning the negotiations of this Supplement are hereby approved, confirmed and ratified, and the proper officers of the Authority are hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all agreements, and other documents which they, or any of them, may deem necessary or advisable in order to effectuate the purposes of this resolution.

Section 4. This resolution shall take effect from and after its adoption and approval.

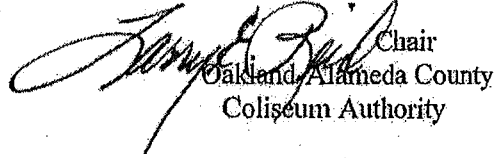
PASSED AND ADOPTED by the governing board of the Oakland-Alameda County Coliseum Authority, this 6th day of March, 2015, by the following vote:

AYES: Reid, DOBBINS, Kaplan, Warren, Lee
NOES: ~~0~~
ABSENT: Miley, Haqqerty, Goodwin
ABSTAIN: ~~0~~

Attest:



Secretary
Oakland-Alameda County
Coliseum Authority



Chair
Oakland-Alameda County
Coliseum Authority

FILED
OFFICE OF THE CITY CLERK
OAKLAND

~~DRAFT~~
Office of the City Attorney

2015 MAR 20 AM 8:39

OAKLAND CITY COUNCIL

Resolution No. _____ C.M.S.

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF SUPPLEMENT NO. 5 TO THE MASTER AGREEMENT AND EXHIBITS TO THE MASTER AGREEMENT BETWEEN THE OAKLAND RAIDERS AND THE OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

WHEREAS, the Board of Commissioners of the Oakland-Alameda County Coliseum Authority (the "Authority") has approved and accepted Supplement No. 5 ("Supplement No. 5") to the Master Agreement (the "Master Agreement") and Exhibits to the Master Agreement between the Authority and the Oakland Raiders, a California Limited Partnership (the "Raiders") on March 6, 2015; and

WHEREAS, execution of Supplement No. 5 is a modification of the Master Agreement; and

WHEREAS, the Amended and Restated Management Agreement by and among City of Oakland (the "City"), the County of Alameda (the "County") and the Authority entered into in 2000, requires the prior public approval by the City and the County, as joint owners of the Oakland-Alameda County Coliseum Complex ("Coliseum Complex"), of any modification to any existing license agreement pertaining to the Coliseum Complex before such modification can be executed; and

WHEREAS, the Authority has requested and recommended that the City approve and authorize acceptance of Supplement No. 5; and

WHEREAS, the accompanying staff report presented to this meeting, sets forth the terms and conditions of Supplement No. 5; and

WHEREAS, a form of Supplement No. 5 has been presented to this meeting as an attachment to the staff report; and

WHEREAS, staff has recommended that the City Council of the City approve and authorize the Authority to execute Supplement No. 5; and

WHEREAS, the City finds it advisable and now desires to approve the form of Supplement No. 5 and to authorize execution by the Authority of Supplement No. 5; and

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SPECIAL MEETING OF
THE OAKLAND CITY COUNCIL

MAR 31 2015

WHEREAS, the City desires to authorize the execution by the City Administrator, for and on behalf of the City, of Supplement No. 5; and now, therefore, be it

RESOLVED: That all of the recitals above set forth are true and correct, and the City so finds and determines; and be it

FURTHER RESOLVED: That the City hereby approves and authorizes acceptance and execution by the Authority of Supplement No. 5, in substantially the form presented to this meeting with only those changes that the Authority Chair, with the advice of counsel to the Authority, shall approve; and be it

FURTHER RESOLVED: That the City Clerk is hereby authorized to attest, if required, Supplement No. 5; and be it

FURTHER RESOLVED: That the City hereby authorizes the City Administrator, for and on behalf of the City, to execute and deliver Supplement No. 5, in substantially the form presented to this meeting with only those changes that the Authority Chair, with the advice of counsel to the Authority, shall approve; and be it.

FURTHER RESOLVED: That all actions heretofore taken by the officers and agents of the Authority concerning the negotiations pertaining to the agreement reached as reflected in Supplement No. 5 are hereby approved, confirmed and ratified, and the City recommends that the Authority direct and authorize its proper officers, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions necessary to execute Supplement No. 5, and other documents which they, or any of them, may deem necessary or advisable in order to effectuate the purposes of this Resolution.

IN COUNCIL, OAKLAND, CALIFORNIA, _____ 2015.

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, GALLO, GUILLEN, KALB, KAPLAN, REID, CAMPBELL WASHINGTON, and PRESIDENT GIBSON MCELHANEY

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

13

2

SPECIAL MEETING OF
THE OAKLAND CITY COUNCIL

1602908

MAR 31 2015