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OFFICE OF THE CITY CLERK  
OAKLAND

# AGENDA REPORT

2016 APR -8 AM 10: 03

**TO:** Sabrina B. Landreth  
City Administrator

**FROM:** Christine Daniel  
Assistant City Administrator

**SUBJECT:** Execution of Supplement No. 6 to the  
Master Agreement Between the  
Oakland Raiders and the Oakland-  
Alameda County Coliseum Authority

**DATE:** April 19, 2016

City Administrator Approval

Date:

4/8/16

## RECOMMENDATION

Staff recommends that the City Council adopt:

Resolution Approving and Authorizing The Execution Of Supplement No. 6 To The Master Agreement and Exhibits To The Master Agreement Between The Oakland Raiders And The Oakland-Alameda County Coliseum Authority.

## EXECUTIVE SUMMARY

Adoption of this proposed resolution will approve and authorize the execution by the Oakland-Alameda County Coliseum Authority (the "Authority") of Supplement No. 6 ("Supplement No. 6") to the Master Agreement and Exhibits to the Master Agreement (together with Supplement No. 6, the "Master Agreement") between the Authority and the Oakland Raiders, a California Limited Partnership (the "Raiders") and authorize the City Administrator or designee to execute Supplement No. 6 for and on behalf of the City, in conjunction with the parallel approval of the County of Alameda (the "County").

## BACKGROUND / LEGISLATIVE HISTORY

The Raiders have been playing their home games at O.co Coliseum, currently known as the Oakland Alameda County Coliseum, under the Master Agreement since the 1995 NFL football season. The Authority and the Raiders have entered into five supplements to the Master Agreement, including Supplement No. 5 approved by the City Council on March 31, 2015. The Master Agreement, as amended, provides that the Raiders are entitled to play football at O.co Coliseum through the end of the 2015 NFL football season. The Raiders have requested that the Master Agreement be extended through the end of the 2016-17 football season in addition to two one year options to extend to the 2017-18 and 2018-19 football seasons. The Raiders must inform the National Football League of the where the franchise will play on or before March 31 of each respective year for the following football season and therefore must exercise these options by that

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time. Staff has worked with the Raiders to accommodate this request, resulting in the attached Supplement No. 6 to the Master Agreement (Attachment A).

The Board of the Oakland Alameda County Coliseum Authority approved the Supplement No. 6 to the Master Agreement and Exhibits at the special meeting on March 25, 2016. The agreement must also be approved by the Alameda County Board of Supervisors prior to final execution. The Board of Supervisors is anticipated to consider the item at its last meeting in April.

## **ANALYSIS**

A summary of the proposed terms of Supplement No. 6 are described below (see Attachment A for full text of Supplement No. 6):

- **Term:** The Supplement No. 6 extends the term through the end of the 2016-2017 NFL football season with two one-year options to extend the term for the 2017-18 and 2018-19 football seasons.
- **Rent Payments:** Raiders shall pay to the Authority rent of \$2,975,000.00 for 2016-17 season. If the Raiders exercise their option for 2017-18 season and/or 2018-19 season, the rent shall be \$2,975,000.00 per year.
- **Training Facility:** Under the Master Agreement, upon termination of the Master Agreement, the Raiders are required to within six months of such termination, convey the Training Facility property to the Authority. Supplement No. 6 provides that if the Raiders announce a relocation or sign a lease to play football games outside of the City of Oakland or Alameda County, then, commencing on March 1 of the year following such relocation, Raiders shall have the option of continuing to use the Permanent Training Facility and Training Site for up to thirty-six (36) months as determined in Raiders' discretion. For the first two years in which the Raiders use the Permanent Training Facility and Training Site but play football games outside of the City of Oakland or Alameda County, Raiders shall make an additional 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 by a mutually agreeable licensed commercial real estate broker based on comparable rental space. Raiders and the Authority agree that the fair market rental value shall not exceed \$525,000.00 per year for such first two years. For the third year in which the Raiders use the Permanent Training Facility and Training Site but play football games outside of the City of Oakland or Alameda County, 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 Master Agreement or other arrangement for Raiders to play future Football Events in the OACC Stadium, 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 March 1 of the year following Raiders' announcement that it will play football games at a location outside of the City of Oakland or Alameda County; provided, however, that if Raiders agrees to play football at such other location, Raiders

shall pay such rental payments retroactively from March 1 of the year following the relocation announcement.

**FISCAL IMPACT**

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. Attachment B provides projected operating revenues and expenditures for the Raiders' 2016 season v. the 2015 season, assuming the lease extension is approved. The analysis does not include annual debt payments, required capital expenditures from the A's lease agreement and other operating revenue and expenses for the Authority.

**COORDINATION**

The City Attorney's Office has reviewed this report.


**ACTION REQUESTED OF THE CITY COUNCIL**

Staff recommends that the City Council adopt:

Resolution Approving and Authorizing The Execution Of Supplement No. 6 To The Master Agreement and Exhibits To The Master Agreement Between The Oakland Raiders And The Oakland-Alameda County Coliseum Authority.

For questions regarding this report, please contact Christine Daniel, Assistant City Administrator, at 510-238-6906.

Respectfully submitted,

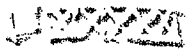
  
for CHRISTINE DANIEL  
ASSISTANT CITY ADMINISTRATOR

Attachments (2):

A: OACCA Staff Report; Supplement No. 6 to Master Agreement and Exhibits to the Master Agreement; and, OACCA Resolution Approving Supplement No. 6 to Master Agreement (pending signature)

B: Projected Revenue and Expenses for Football Seasons 2015 & 2016 (Unaudited)

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Oakland-Alameda County  
Coliseum Authority

March 25, 2016

## STAFF REPORT

### **4a. Resolution Approving and Authorizing the Execution of Supplement No. 6 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 (2015) 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 2016-17 football season as this planning proceeds in addition to two option years in 2017-18 and 2018-19. The Raiders must exercise these options on or before March 31<sup>st</sup> of each year for the following season. Staff has worked with the Raiders to accommodate this request, resulting in the attached Supplement No. 6 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 2016-2017 NFL football season with option years for 2017-18 and 2018-19.
- Rent Payments. Raiders shall pay to the Authority rent of \$2,975,000.00 for 2016-17 season. If the Raiders exercise their option for 2017-18 season and/or 2018-19 season the rent shall be \$2,975,000.00 per year.
- 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, 2016. 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.

*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. 6 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. 6.

  
Scott McKibben  
Executive Director

**SUPPLEMENT NO. 6 TO MASTER AGREEMENT  
AND EXHIBITS TO THE MASTER AGREEMENT**

**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"). 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. On or about April 7, 2015, the Parties entered into Supplement No. 5 to the Master Agreement and Other Agreements Defined Therein ("Supplement No. 5"), amending and modifying certain provisions of the Master Agreement and the Exhibits.
7. The Parties have been working collaboratively to discuss and explore options for a new stadium in Alameda County, California, 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 2016 Football Season.

8. The Parties desire to continue exploring and discussing such options for a new stadium in Alameda County, California, 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.

9. 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. 6 shall not include OACC.

10. 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. 6 shall not include Financing.

11. The remaining Parties desire to enter into this Supplement No. 6 to the Master Agreement and to the Exhibits (this "Supplement No. 6"), dated as of March \_\_\_\_, 2016 representing the date by which all necessary Parties shall have approved and executed this Supplement No. 6.

12. For purposes of this Supplement No. 6, the term, "Agreements," shall mean collectively the Master Agreement, Exhibits, Supplements Nos. 1 through 5 and this Supplement No. 6.

## 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, Section 1 a. of Supplement No. 4, and Section 1 a. of Supplement No. 5 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, 2015-2016, 2016-2017 Football Seasons and any option years exercised pursuant to the terms of this Supplement No. 6; 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.

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-two (22) Football Seasons, and up to twenty-four (24) Football Seasons if Raiders exercise both of the options in accordance with the terms and conditions of this Supplement No. 6 for the 2017-2018 and 2018-2019 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 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 6.1(a) is hereby added to the Operating License as follows:

(a) **Raiders' Options for 2017-2018 and 2018-2019 Football Seasons.** Raiders shall have the unilateral option to extend the Term for one additional Football Season, which shall be the 2017-2018 Football Season ("2017-2018 Option"). Raiders may exercise the 2017-2018 Option by providing written notice to Licensor on or before March 31, 2017. In the event Raiders exercise the 2017-2018 Option, Raiders shall have the unilateral option to extend the Term for one additional Football Season, which shall be the 2018-2019 Football Season ("2018-2019 Option"). Raiders may exercise the 2018-2019 Option by providing written notice to Licensor on or before March 31, 2018.

(b) Raiders shall not have the right to exercise the 2017-2018 Option or the 2018-2019 Option (as applicable), if, as of the date Raiders provide written notice of their election to extend the Term for the 2017-2018 Option or 2018-2019 Option (as applicable), or as of the scheduled commencement date of either the 2017-2018 Option or the 2018-2019 Option (as applicable), a monetary default is continuing



under the Agreements, unless Licensor, Authority, JPA, City or County is in default under the Agreements in which case, this section shall not apply. If Raiders in good faith dispute any alleged monetary default asserted by Licensor, Raiders shall have the right to exercise the 2017-2018 Option and 2018-2019 Option (as applicable), provided Raiders pay the amount of funds in dispute into an escrow account for the benefit of both Licensor and Raiders pursuant to a commercially reasonable agreement mutually agreed upon by Licensor and Raiders. The dispute shall be promptly submitted to arbitration in accordance with Section 27 of the Operating License, and such arbitration shall determine the Parties' rights to the funds in the escrow account. The good faith dispute regarding any "monetary default" submitted to arbitration or withholding of any Additional Payment pursuant to Section 2b.(c) below shall not constitute a "monetary default" under this Section 2b.(b), shall not trigger any rights under this Section 2b.(b), and shall not impact the Raiders' right to exercise any option provided a written notice of an alleged default by Licensor, Authority, JPA, City or County has been sent to Licensor, Authority, JPA, City or County that sets forth the nature of the alleged default. Licensor shall provide Raiders with written notice of any alleged default under this section and Raiders shall have an opportunity to cure such default or provide written notice of intent to pursue arbitration of the dispute to Licensor within 30 days of receipt of any notice of default.

(c) Raiders shall have the right to exercise the 2017-2018 Option and/or the 2018-2019 Option (as applicable) and withhold any "Additional Payment" (as defined in sections 2d. and 2e. of this Supplement No. 6) if, as of the date Raiders provide written notice of their election to extend the Term for the 2017-2018 Option or 2018-2019 Option (as applicable), or as of the scheduled commencement date of either the 2017-2018 Option or the 2018-2019 Option (as applicable), any of the Licensor, Authority, JPA, City, or County are in default under the Agreements, subject to the decision rendered in any arbitration proceeding as set forth below. If Licensor, Authority, JPA, City or County in good faith dispute any alleged default asserted by Licensor, the dispute shall be promptly submitted to arbitration in accordance with Section 27 of the Operating License. In the event, as determined by the arbitration, any of the Licensor, Authority, JPA, City, or County are found to be in default under any of the Agreements, Raiders shall have both the right to (i) exercise the 2017-2018 Option and/or the 2018-2019 Option (as applicable), and (ii) offset any amount that is determined to be owed to Raiders pursuant to such arbitration against any Additional Payment otherwise owed to Licensor. Raiders shall pay the portion of any Additional Payment to Licensor within thirty (30) days after the date on which the arbitration ruling is rendered to the extent any amounts owed to Raiders is less than the full amount of any Additional Payment owed to Licensor. In the event, as determined by the arbitration, none of Licensor, Authority, JPA, City, or County are in default, then Raiders shall pay the full amount of any Additional Payment due to Licensor for any exercised option years within thirty (30) days after the date on which the arbitration ruling is rendered. Raiders shall provide Licensor, Authority, JPA, City or County with written notice of any alleged default under this section and such entity shall have an opportunity to cure

such default or provide written notice of intent to pursue arbitration of the dispute to Raiders within 30 days of receipt of any notice of default.

c. Section 7.4(a) is hereby added to the Operating License as follows:

(a) Raiders' Additional Payments for 2016-2017 Football Season. In addition to any other payments required by the Agreements, Raiders shall pay Licensor an Additional Payment of Two Million Nine Hundred Seventy-Five Thousand Dollars (\$2,975,000.00) for Raiders' use of the OACC Stadium in the 2016-2017 Football Season, on or before December 1, 2016.

d. Section 7.4(b) is hereby added to the Operating License as follows:

(b) Raiders' Additional Payments for 2017-2018 Football Season. If Raiders exercise the 2017-2018 Option, then in addition to any other payments required by the Agreements, Raiders shall pay Licensor an Additional Payment of Two Million Nine Hundred Seventy-Five Thousand Dollars (\$2,975,000.00) for Raiders' use of the OACC Stadium in the 2017-2018 Football Season, on or before December 1, 2017.

e. Section 7.4(c) is hereby added to the Operating License as follows:

(c) Raiders' Additional Payments for 2018-2019 Football Season. If Raiders exercise the 2018-2019 Option, then in addition to any other payments required by the Agreements, Raiders shall pay Licensor Two Million Nine Hundred Seventy-Five Thousand Dollars (\$2,975,000.00) for Raiders' use of the OACC Stadium in the 2018-2019 Football Season, on or before December 1, 2018.

f. 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, then, commencing on March 1 of the year following such relocation, Raiders shall have the option of continuing to use the Permanent Training Facility and Training Site for up to thirty-six (36) months as determined in Raiders' discretion. For the first two years in which the Raiders use the Permanent Training Facility and Training Site but play football games outside of the City of Oakland or Alameda County, Raiders shall make an additional 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 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 such first two years. For the third year in which the Raiders use the Permanent Training Facility and Training Site but play football games outside of the City of Oakland or Alameda County, 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, 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 March 1 of the year following Raiders' announcement that it will play football games at a location outside of the City of Oakland or Alameda County; provided, however, that if Raiders agrees to play football at such other location, Raiders shall pay such rental payments retroactively from March 1 of the year following the relocation announcement.

**3. General Provisions.**

a. Except as otherwise specifically supplemented, interpreted or modified by this Supplement No. 6, all terms and provisions of the Agreements shall remain unmodified and in full force and effect. This Supplement No. 6 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. 6) 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. 6 and any provision in the Master Agreement, any Exhibit or Supplement No. 1 or Supplement No. 2, Supplement No. 3, Supplement No. 4, or Supplement No. 5, the provision in this Supplement No. 6 shall control. In entering into this Supplement No. 6, no Party is relying on any representation, statement of fact or opinion concerning any matter, except those expressly set forth in this Supplement No. 6, of any.

b. The parties agree, understand and acknowledge that no changes to the Master Agreement and Exhibits set forth in this Supplement No. 6 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. 6 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. 2016-

**Resolution Approving and Authorizing the Execution of Supplement No. 6 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. 6 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 25th day of March 2016, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

**Chair**  
**Oakland-Alameda County**  
**Coliseum Authority**

**Attest:**

**Secretary**  
**Oakland-Alameda County**  
**Coliseum Authority**

# ATTACHMENT B

## RAIDERS MASTER AGREEMENT SUPPLEMENT #6 PROJECTED REVENUE AND EXPENSES-RAIDERS ONLY FOOTBALL SEASONS 2015-2016 UNAUDITED

This report assumes that Supplement #6 of the Master Agreement between the Oakland Raiders and Oakland Alameda County Coliseum Authority is approved. The Raiders have the option to exercise two one year options for the 2017 and 2018 seasons. Note that the annual debt payments, required capital expenditures from the A's lease agreement and other operating revenue and expenses are not included in this projection.

### RAIDERS ONLY

| <b>Revenue</b>        | <b>2015 Season</b>    | <b>2016 Season</b> |
|-----------------------|-----------------------|--------------------|
| Parking               | 1,665,000             | 1,575,000          |
| Club Dues             | 655,000               | 655,000            |
| Concessions           | 2,055,000             | 1,850,000          |
| Naming Rights         | 477,000               | 500,000            |
| Rent                  | 925,000               | 3,500,000          |
| <b>Total Income</b>   | <b>5,777,000</b>      | <b>8,080,000</b>   |
| <b>Expenses</b>       |                       |                    |
| Day of Game Expenses  | 6,100,000             | 5,793,000          |
| Conversions           | 2,000,000             | 2,000,000          |
| <b>Total Expenses</b> | <b>8,100,000</b>      | <b>7,793,000</b>   |
| <b>Net Income</b>     | <b>\$ (2,323,000)</b> | <b>\$ 287,000</b>  |

#### Assumptions

- Estimated expense figures do not include the \$12MM annual Stadium debt payment, annual Capital Outlay and indirect Stadium expenses (i.e. utilities).
- Conversion costs and police costs estimated to increase by 5%.
- Security and other expenses estimated to increase 4%.
- 2016 Day of game expenses for nine home games including one game played on either Christmas Eve or New Years Day.
- Concession estimated to increase 3% per year.
- Club Dues and Parking remain constant.
- All revenue and expense figures are estimated as of April 6th and subject to change during the Authority's budget process.

**DRAFT**

City Attorney

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

**OAKLAND CITY COUNCIL**

2016 APR - 8 AM 10:08

**RESOLUTION No. \_\_\_\_\_ C.M.S.**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
SUPPLEMENT NO. 6 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. 6 ("Supplement No. 6") to the Master Agreement and Exhibits to the Master Agreement (together with Supplement No. 6, the "Master Agreement"), between the Authority and the Oakland Raiders, a California Limited Partnership (the "Raiders") on March 25, 2016; 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 license agreement pertaining to the Coliseum Complex before such license agreement can be executed; and

**WHEREAS**, the Authority has requested and recommended that the City approve and authorize the execution of Supplement No. 6; and

**WHEREAS**, the accompanying staff report prepared by the Authority's Staff (the "Authority Staff Report") presented to this meeting, sets forth the terms and conditions of Supplement No. 6; and

**WHEREAS**, a form of Supplement No. 6 has been presented to this meeting as an attachment to the Authority Staff Report; and

**WHEREAS**, the City desires to approve the form of Supplement No. 6 and to authorize the execution by the Authority of Supplement No. 6; and

**WHEREAS**, the City desires to approve and authorize the execution by the City Administrator, for and on behalf of the City, of Supplement No. 6; and now, therefore, be it

**RESOLVED:** The City Council hereby finds and determines that all of the recitals above set forth are true and correct and be it

**FURTHER RESOLVED:** That the City Council hereby approves and authorizes the acceptance and execution by the Authority of Supplement No. 6, 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 Council hereby approves and authorizes the City Administrator, for and on behalf of the City, to execute and deliver Supplement No. 6 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 City concerning the negotiations pertaining to the agreement reached as reflected in Supplement No. 6 are hereby approved, confirmed and ratified, and the City Council 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. 6 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, \_\_\_\_\_

**PASSED BY THE FOLLOWING VOTE:**

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

NOES -

ABSENT -

ABSTENTION -

ATTEST: \_\_\_\_\_  
LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California