



CITY ATTORNEY'S OFFICE

OAKLAND CITY COUNCIL

RESOLUTION NO. _____ C.M.S.

INTRODUCED BY COUNCILMEMBER JENKINS

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE A LICENSE AGREEMENT BETWEEN THE OAKLAND-ALAMEDA COUNTY JOINT POWERS AUTHORITY AND OAKLAND PRO SOCCER LLC, SUBJECT TO APPROVAL BY THE COUNTY OF ALAMEDA, AND CERTAIN OTHER CONTINGENCIES, FOR A TERM ENDING THE EARLIER OF DECEMBER 21, 2026 OR THE DATE WHEN EITHER THE CITY OR COUNTY CONVEY ITS OWNERSHIP INTEREST IN THE COLISEUM COMPLEX, AND FOR FLAT EVENT EXPENSE FEES BETWEEN \$138,000 TO \$300,000 PER GAME DAY EVENT AND A BASE LICENSE FEE OF \$1,500 PER MONTH FOR A STORAGE AREA

WHEREAS, the Amended and Restated Joint Exercise of Powers Agreement (“JPA Agreement”) between the City of Oakland (“City”) and the County of Alameda (“County”) established the Oakland-Alameda County Coliseum Authority (“Authority”) whose powers are exercised by a Board of Commissioners (“Board”) whose members are appointed by the City and the County; and

WHEREAS, the Authority manages the Oakland-Alameda Coliseum Complex (the “Coliseum Complex”), which includes a Stadium and an Arena, pursuant to that certain Amended and Restated Management Agreement dated as of May 1, 2000 among the City, County and Authority (“JPA Management Agreement”) that expires on the last day of the term of the Warrior Bonds (as defined therein) in February 2026, subject to earlier termination as provided therein; and

WHEREAS, the JPA Management Agreement authorizes the Authority to negotiate license agreements for the use of the Coliseum Complex provided that the Authority notifies the City and County of their right to participate in such negotiations and any resulting license agreement must be publicly approved by the City and County; and

WHEREAS, a “Special Event” that does not require City and County approval is defined in the JPA Management Agreement as an agreement for the use of the Coliseum Complex, at either the Arena or the Stadium, that does not exceed a twelve (12) month term and that does not continue for more than fifteen (15) consecutive days or more than a total of sixty days (60) in a twelve (12) month period; and

WHEREAS, the Authority has hired a property manager, AEG Management Oakland, LLC (“AEG”) to promote, operate, and manage events and operations of the Coliseum Complex pursuant to the Coliseum Complex Management Agreement that expires June 30, 2026 (“AEG Management Agreement”); and

WHEREAS, the Authority has licensed a food and beverage concession to SMG Food and Beverage, LLC dba Savor (“Savor”) pursuant to a Stadium Concession License Agreement dated March 14, 2025 (“Savor Agreement”) that expires on February 28, 2026; and

WHEREAS, AEG and Oakland Pro Soccer, LLC (“OPS”) entered into a Special Event License Agreement dated as of August 8, 2024, for a series of events at the Stadium at the Coliseum Complex between March 1, 2025, and February 27, 2026 (“Special Event License”); and

WHEREAS, OPS desires to conduct additional events at the Stadium at the Coliseum Complex pursuant to a license agreement subsequent to the term of the Special Event License for its 2026 season (between March 1, 2026 and December 21, 2026), necessitating approval of the City and County; and

WHEREAS, the JPA Management Agreement must be amended to extend its term beyond February 2026 until either the City or the County are no longer owners of the Coliseum Complex; and

WHEREAS, AEG’s property management services are necessary for OPS to conduct events at the Stadium at the Coliseum Complex for which the AEG Management Agreement must be amended to extend its term to coincide at minimum with the proposed term of OPS’s additional events; and

WHEREAS, Savor’s food and beverage concession is necessary for OPS to conduct events at the Stadium at the Coliseum Complex for which the Savor Agreement must be amended to extend its term to coincide at minimum with the proposed term of OPS’s additional events; and

WHEREAS, the Authority is agreeable to OPS conducting additional events at the Stadium at the Coliseum Complex contingent upon the amendment of the JPA Management Agreement, AEG Management Agreement, and Savor Agreement to extend their respective terms to coincide at minimum with the proposed term of OPS’s additional events (“License Contingencies”); and

WHEREAS, the Executive Director of the Authority has come to material terms for a License Agreement with OPS (“OPS License Agreement”), subject to satisfaction of the License Contingencies and Board, City and County approval; and

WHEREAS, on October 3, 2025, the Board adopted Resolution No. 2025-15 approving the First Amendment to the JPA Management Agreement to allow the Authority to manage the Coliseum Complex until either the City or the County are no longer owners of the Coliseum Complex, subject to approval by the City and the County; and

WHEREAS, the OPS License Agreement would be for a term between March 1, 2026 and the earlier of December 21, 2026 or the date on which either the City or the County conveys its interest in the Coliseum Complex and would require OPS to pay a flat event expense fees between

\$138,000 to \$300,000 per game day event and base license fee of \$1,500 per month for a storage area; and

WHEREAS, on October 3, 2025, the Board adopted Resolution No. 2025-16 (the “Board Approval Resolution”) authorizing the Executive Director of the Authority to enter into the OPS License Agreement substantially in the form attached to the Board Approval Resolution, subject to satisfaction of the License Contingencies and Board, City and County approval; now therefore be it

RESOLVED: That the City Council hereby authorizes the City Administrator to (a) approve the OPS License Agreement between the Authority and OPS for a term ending the earlier of December 21, 2026 or the date when either the City or the County convey its ownership interest in the Coliseum Complex, and for flat event expense fees between \$138,000 to \$300,000 per game day event and a base license fee of \$1,500 per month for a storage area, in substantially the form attached to the Board Approval Resolution, subject to approval by the County and satisfaction of the License Contingencies, and (b) such other documents as necessary or appropriate, in consultation with the City Attorney’s Office, to facilitate and consummate the transactions in accordance with this Resolution, or to otherwise effectuate the purpose and intent of this Resolution and its basic purpose; and be it

FURTHER RESOLVED: That the City Administrator is authorized to take all necessary actions to effectuate the purposes of this Resolution and to execute the City’s consent of the OPS License Agreement.

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES - BROWN, FIFE, GALLO, HOUSTON, RAMACHANDRAN, UNGER, WANG, AND
PRESIDENT JENKINS

NOES –

ABSENT –

ABSTENTION –

ATTEST: _____
ASHA REED
City Clerk and Clerk of the Council of the
City of Oakland, California