



FILED
OFFICE OF THE CITY CLERK
OAKLAND

2019 MAR 19 AM 9:47

AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: Elizabeth Lake
Deputy City Administrator

SUBJECT: Oakland Raider's Lease Extension
and Parking Dispute Settlement

DATE: March 18, 2019

City Administrator Approval

Date:

3/19/19

RECOMMENDATION

Staff Recommends That The City Council Approve a Resolution to Authorize the City Administrator to Execute (A) Supplement No. 7 to the Master Agreement and Exhibits to the Master Agreement between the Oakland Raiders and the Oakland Alameda County Coliseum Authority and (B) The Settlement Agreement for the Parking Revenue Dispute between the Oakland Raiders and the Oakland Alameda County Coliseum Authority, In Substantially The Forms, As Amended, As Approved By The Oakland Alameda County Coliseum Authority.

EXECUTIVE SUMMARY

The Oakland Alameda County Coliseum Authority (Coliseum Authority) Board voted unanimously on March 15, 2019 to (a) amend the Master Agreement with the Oakland Raiders (Raiders) to allow the Raider's to play up to two more seasons at the Coliseum stadium and (b) enter into a Settlement Agreement to resolve an outstanding parking revenue dispute. The Coliseum Authority Staff Report, which includes the forms of Supplement No. 7 to the Master Agreement and the Settlement Agreement are attached as Exhibit A. Due to an administrative oversight, the Coliseum Authority Staff attached an incorrect version of Supplement 7 to its Staff report. To reflect the correct version, the Coliseum Authority Board approved an amendment to Staff's version, which revised resolution and amendment is attached as Exhibit B. The City Council is asked to consider the amended version of Supplement 7 approved by the Coliseum Authority.

To effectuate Supplement 7 and the Settlement Agreement, in accordance with the Oakland Alameda County Coliseum Joint Powers Authority (JPA) formation documents and Management Agreement, both the City of Oakland and the County of Alameda (County) must also independently approve or reject entering into and executing such agreements. The County is scheduled to consider these items at its March 19, 2019 meeting.

REASON FOR URGENCY

Under the Master Agreement, the Raiders' right to play at the Coliseum has expired. The Raiders are moving to a new stadium in Las Vegas, Nevada, but the construction of that stadium is not complete. The proposed Supplement No. 7 would allow the Raiders to play up to

Item: _____
City Council
March 21, 2019

two additional seasons at the Coliseum while the Las Vegas stadium is under construction. The National Football League must vote on the Raider's interim location at the league owner meeting, which will be held on March 24, 2019.

BACKGROUND / LEGISLATIVE HISTORY

The Oakland Alameda County Coliseum, Inc., the Oakland Alameda County Coliseum Authority, the City of Oakland, the County of Alameda, the Oakland-Alameda County Coliseum Financing Corporation, and the Oakland Raiders have previously entered into a Master Agreement, dated August 7, 1995, along with Exhibits, including a License Agreement, all as amended by Supplements No. 1 through No. 6 (collectively, the Master Agreement). The Raiders' right to play at the Coliseum under the Master Agreement expires at the end of the 2018-19 season. The Coliseum Authority has assumed all the rights and obligations of the Oakland Alameda County Coliseum, Inc. and the Oakland-Alameda County Financing Corporation. The Coliseum Authority and Raiders are proposing to extend the Raiders' right to play at the Coliseum for up to two more seasons as well as resolve an outstanding dispute regarding amounts, if any, that are due from the Raiders to the Coliseum Authority from parking revenues.

The Coliseum Authority Board voted unanimously to approve these agreements on March 15, 2019. The County of Alameda Board of Supervisors is voting on these agreements on March 19, 2019. The City Council also must vote on these agreements. All three entities must authorize execution of the agreements for them to be effectuated.

ANALYSIS AND POLICY ALTERNATIVES

The City Council may either approve or reject the Supplement No. 7 to the Master Agreement and the Settlement Agreement as approved by the Coliseum Authority. If both the County of Alameda and City of Oakland approve the agreements, then the Raiders will play the 2019-20 season at the Coliseum stadium and will have an option to play for the 2020-21 season as well. In addition, a long outstanding parking revenue dispute will be resolved. If either the County of Alameda or the City of Oakland reject the agreements, then (a) the Raiders will not play at the Coliseum and (b) there will be no settlement of the parking revenue dispute, which dispute could require further legal actions and costs to resolve.

FISCAL IMPACT

Under the proposed Supplement No. 7 to the Master Agreement, as negotiated by the Coliseum Authority and explained in the attached Coliseum Authority Staff Report, the Raiders will pay to the Coliseum Authority rent of \$6,975,000.00 for 2019-20 season (or \$6,475,000 if the Raiders elect to play a preseason game elsewhere). If the Raiders exercise their option for 2020-21 season the rent will be \$9,975,000.00 per year (or \$9,475,000 if the same election is made). The amendment is intended to reduce the costs historically absorbed by the Coliseum Authority (which previously subsidized any expenses that were not covered by revenues) and allow the Coliseum Authority to generate a profit by requiring the Raiders to cover expenses in excess of revenues. The amendment also allows the City to continue their existing lawsuit against the Raiders and the National Football League. Please see attached report from Coliseum Executive Director for further details about the financial terms of the proposed agreements.

Item: _____
City Council
March 21, 2019

Under the Settlement Agreement, the Raiders will pay \$750,000 to settle the disputed parking revenues (\$1,650,000) claimed by the Coliseum Authority to be owed from the Raiders.

COORDINATION

The Supplement No. 7 to the Master Agreement and Settlement Agreement have been negotiated extensively between the Coliseum Authority Executive Director, Scott McKibben, and the Raiders' principal negotiators. The terms have also been considered and approved by the Coliseum Authority Board.

SUSTAINABLE OPPORTUNITIES

Economic:

The terms of the Supplement No. 7 to the Master Agreement are intended to reduce the costs historically absorbed by the Coliseum Authority and allow the Coliseum Authority to generate a profit.

Environmental:

No new environmental impacts are anticipated.

Social Equity:

The extension of the Raiders use of the Coliseum stadium will retain jobs historically associated with the Raiders games in Oakland.

CEQA

This action complies with CEQA because the agreements are categorically exempt from CEQA pursuant to Sections 15301 (operation of existing facility without expansion of use), 15323 (operation of existing public gathering facility), and Section 15061(b)(3) (general rule) of the CEQA Guidelines

ACTION REQUESTED OF THE CITY COUNCIL

Staff Recommends that the City Council Approve the Resolution attached as Exhibit C authorizing the City Administrator to execute (a) Supplement No. 7 to the Master Agreement and Exhibits to the Master Agreement between the Oakland Raiders and the Oakland Alameda County Coliseum Authority and (b) the Settlement Agreement for the Parking Revenue Dispute between the Oakland Raiders and the Oakland Alameda County Coliseum Authority, in substantially the forms, as amended, as approved by the Oakland Alameda County Coliseum Authority.

For questions regarding this report, please contact Elizabeth Lake at 510-238-6654.

Respectfully submitted,



Elizabeth Lake
Deputy City Administrator

Prepared by:
Elizabeth Lake, Deputy City Administrator

Attachment A: Coliseum Authority March 15, 2019 Staff Report with Forms of Supplement No 7 and Settlement Agreement

Attachment B: Coliseum Authority Resolution with Amendment, March 15, 2019

Attachment C: Resolution

EXHIBIT A


Oakland-Alameda County
Coliseum Authority

March 15, 2019

STAFF REPORT

6a. Resolution Approving and Authorizing the Execution of Supplement No. 7 to the Master Agreement and Exhibits to the Master Agreement between the Oakland Raiders and the Oakland Alameda County Coliseum Authority and Approving and Authorizing the Execution of Settlement Agreement for the Parking Dispute between the Oakland Raiders and the Oakland Alameda County Coliseum Authority

Background. The Oakland Raiders (the “Raiders”) have been playing their home games at the Oakland-Alameda County 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 the Oakland-Alameda County Coliseum through the end of the just past (2018) NFL football season. The Raiders will be occupying a new stadium in Las Vegas, Nevada. The new stadium is expected to be completed in July 2020, but there remains some uncertainty on the completion date. The Raiders have requested that the Master Agreement be extended through the end of the 2019-20 football season as this construction proceeds in addition to an option year for the 2020-21 football season. The Raiders must exercise this option on or before April of 2020 for the following season. Staff has worked with the Raiders to accommodate this request, resulting in the attached Supplement No. 7 to the Master Agreement and Exhibits to the Master Agreement (the “Supplement”). Included as Exhibit A to the Supplement is a Settlement Agreement to resolve an on-going dispute between the Raiders and the Authority regarding the amounts, if any, due from the Raiders for the Authority’s share of Football Parking Net Revenue. The Raiders have agreed to pay the Authority \$750,000 to settle this dispute.

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 2019-20 NFL football season with the Raiders having an option year for 2020-21
- **Rent Payments.** Raiders shall pay to the Authority rent of \$6,975,000.00 for 2019-20 season. If the Raiders exercise their option for 2020-21 season the rent will be \$9,975,000.00 per year. The Authority is guaranteed a profit of \$2M for the 2019 season by combination of revenues and expense caps. Additionally, the first \$500K in expense savings the Authority retains \$250,000 for a net profit in that scenario of \$2.250M and the next \$250,000 goes to public benefit fund.

If the Raiders play one less pre-season game the rent is reduced by \$500,000

- **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 in satisfaction of the outstanding balance of the Operations Loan and Training Facility Loan. The current Master Agreement, as amended, allows the Raiders to remain in the Training Facility for 36 months following the termination of the Master Agreement, provided that the Raiders pay fair market rent, not to exceed \$525,000 per year, for 24 months and rent equal to \$1,050,000 for the final 12-months. The Supplement clarifies the dates by which the Raiders may exercise the option to continue to use the Training Facility, the general terms for that use (triple net lease, continued obligation for trailing obligations), and requires the parties to negotiate within 6 months the terms of a formal written lease agreement.

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. 7 to the Master Agreement and Exhibits to the Master Agreement, including the Settlement Agreement for the parking dispute, between the Oakland Raiders and the Oakland Alameda County Coliseum Authority and recommending to the City and County the approval of the Supplement No. 7 and the Settlement Agreement.

Scott McKibben
Executive Director

**SUPPLEMENT NO. 7 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, a municipal corporation (the "**City**"), the County of Alameda (the "**County**"), the Oakland-Alameda County Coliseum Financing Corporation ("**Financing**") and The Oakland Raiders, a California Limited Partnership ("**Raiders LP**"), and Raiders Football Club, LLC ("**RFC**" and together with Raiders LP, the "**Raiders**" or "**Licensee**") have previously entered into a Master Agreement, dated August 7, 1995 (the "**Master Agreement**").
2. 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**").
3. 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.
4. 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.
5. The meaning of the term "**Parties**" for purposes of this Supplement No. 7 to Master Agreement and Exhibits to the Master Agreement (this "**Supplement No. 7**") shall include the OACC, Authority, City, County, Financing, and Raiders to the extent such entities existed as of the date of the respective agreements noted below.
6. On or about June 1, 1996, the Parties entered into Supplement No. 1 to Master Agreement dated June 1, 1996 and Other Agreements Defined Therein ("**Supplement No. 1**"), amending and modifying certain provisions of the Master Agreement and the Exhibits.
7. On or about March 28, 2006, the Parties entered into Supplement No. 2 to Master Agreement and Exhibits to the Master Agreement ("**Supplement No. 2**"), amending and modifying certain provisions of the Master Agreement and the Exhibits.

8. On or about November 1, 2009, the Parties entered into Supplement No. 3 to Master Agreement and Exhibits to the Master Agreement (“**Supplement No. 3**”), amending and modifying certain provisions of the Master Agreement and the Exhibits.
9. On or about December 3, 2013, the Parties entered into Supplement No. 4 to Master Agreement and Exhibits to the Master Agreement (“**Supplement No. 4**”), amending and modifying certain provisions of the Master Agreement and the Exhibits.
10. On or about April 7, 2015, the Parties entered into Supplement No. 5 to Master Agreement and Exhibits to the Master Agreement (“**Supplement No. 5**”), amending and modifying certain provisions of the Master Agreement and the Exhibits.
11. On or about March __, 2016, the Parties entered into Supplement No. 6 to Master Agreement and Exhibits to the Master Agreement (“**Supplement No. 6**”), amending and modifying certain provisions of the Master Agreement and the Exhibits.
12. The Parties desire to enter into this Supplement No. 7 effective as of March ____, 2019, representing the date by which all necessary Parties shall have approved and executed this Supplement No. 7.
13. For purposes of this Supplement No. 7, the term, “**Agreements,**” shall mean collectively the Master Agreement, Exhibits, Supplements Nos. 1 through 6 and this Supplement No. 7.

SUPPLEMENT

1. **Master Agreement.** Section 5.2(a) of the Master Agreement, as amended by previous Supplements, is hereby deleted in its entirety and replaced 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, 2017-2018, 2018-2019, 2019-2020, and if applicable, 2020-2021 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, as amended. 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-five (25) 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' 2019-2020 Football Season in the OACC Stadium under this License unless otherwise terminated by Raiders as provided in the Agreements.

b. Section 6.1(a) is hereby amended to add the following additional subparagraph:

(d) Option to Extend. Raiders shall have the unilateral option to extend the Term for a 26th football season ("2020 Option") by providing Licensor written notice of the exercise of such option on or before April 1, 2020, in which case the Term shall end forty-five (45) days after the last Football Event of Raiders' 2020-2021 Football Season. 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 one (1) regular season Football Event per season at a location other than OACC Stadium, provided that such location is approved by the NFL. Notwithstanding the foregoing, Raiders shall not have the right to exercise the 2020 Option if, as of the date the Raiders provide written notice of such exercise, or as of the scheduled commencement date of the 2020 Option term, a monetary default is continuing under the Agreements. If Raiders in good faith dispute any monetary default asserted by Licensor, then the process for escrow, exercise of the option, and resolution of such dispute set forth in Section 6.1(b), as added by Supplement No. 6, shall apply.

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

(a) Raiders' Additional Payments for 2019-2020 Football Season. In addition to any other payments required by the Agreements, Raiders shall pay Licensor an Additional Payment of Six Million Nine Hundred Seventy-Five Thousand Dollars (\$6,975,000.00) for Raiders' use of the OACC Stadium in the 2019-2020 Football Season, paid on the following schedule: Four Million Dollars (\$4,000,000.00) on or before August 1, 2019; and Two Million Nine Hundred Seventy-Five Thousand Dollars (\$2,975,000.00) on or before December 1, 2019. In addition to playing one (1) regular season Raiders home Football Event internationally, as scheduled by NFL, Raiders may elect, in its sole discretion, to play one (1) 2019 preseason Raiders

home Football Event in a venue other than the OACC Stadium. In the event Raiders plays such preseason home Football Event in a venue other than the OACC Stadium, the Additional Payment due on December 1, 2019 shall be reduced by \$500,000.00 to \$2,475,000.00.

(b) Raiders' Additional Payments for 2020-2021 Football Season. In addition to any other payments required by the Agreements, if Raiders exercises its option to extend the Term for the 2020-2021 Football Season, then Raiders shall pay Licensor an Additional Payment of Nine Million Nine Hundred Seventy-Five Thousand Dollars (\$9,975,000.00) for Raiders' use of the OACC Stadium in the 2020-2021 Football Season, paid on the following schedule: Seven Million Dollars (\$7,000,000.00) on or before August 1, 2020; and Two Million Nine Hundred Seventy-Five Thousand Dollars (\$2,975,000.00) on or before December 1, 2020. In addition to playing one (1) regular season Raiders home Football Event internationally, as scheduled by NFL, Raiders may elect, in its sole discretion, to play one (1) 2020 preseason Raiders home Football Event on a venue other than the OACC Stadium. In the event Raiders plays such preseason home Football Event in a venue other than the OACC Stadium, the Additional Payment due on December 1, 2020 shall be reduced by \$500,000.00 to \$2,475,000.00.

d. The following Section 7.6 is hereby added to the end of Section 7 of the Operating License:

7.6 Contingent Additional Payments. The Parties agree that Raiders shall reimburse Licensor for any shortfall should expenses exceed revenues and Licensor shall receive a minimum profit from Football Events for the 2019 Football Season and the 2020 Football Season, should the option for the 2020 Football Season be exercised by the Raiders, as calculated in accordance with the following provisions of this Section 7.6:

a. Total Season Net Revenue. Within ninety (90) days after the final Football Event is played at the OACC Coliseum for the 2019 Football Season, or the 2020 Football Season (if the 2020 Option is properly exercised), Licensor shall calculate the total revenues generated during such Football Season which shall include the (i) Additional Payment due from Raiders pursuant to Sections 7.4.a. and 7.4.b. of the License Agreement (as modified by this Supplement No. 7), as applicable, and (ii) revenues generated from every Football Event occurring during the applicable Football Season (including, without limitation, Football Ticket Revenues, Club Dues, Football Concession Net Revenues and Football Parking Net Revenues, except that it does not include any amounts paid by Raiders pursuant to Section 6.b.(4)(A), using the current revenue/expense calculation methodology being applied by the Facility Operator to calculate such revenue (collectively, "**Total Season Gross Revenue**"). All reasonable expenses paid by Licensor for Football Events with respect to the applicable Football Season (but not expenses that have already been included in calculating the revenues described above, shall be deducted from the Total Season Gross Revenue to determine the "**Total Season Net Revenue.**" Within ninety (90) days after the end of each Football Season, Licensor shall cause the Facility Operator to provide Raiders with a reasonably detailed statement setting

forth each component of the Total Season Net Revenue (the “**Contingent Payment Statement**”). Licensor shall manage the OACC Coliseum, including with respect to expenses incurred, during the Football Season in substantially the same manner as in prior years; provided, however, that Licensor’s management of the facility may differ from prior years as the result of events or requirements that are outside Licensor’s control. Licensor shall cause Facility Operator to update the Raiders as to expenses incurred and revenues received on at least a monthly basis during the Football Season.

b. 2019 Football Season Contingent Payment. If the Total Season Net Revenue for the 2019 Football Season is less than \$2,000,000.00 (“**2019 Contingent Payment**”), within thirty (30) days of its receipt of the Contingent Payment Statement for such Football Season, the Raiders shall pay to Licensor the shortfall, *i.e.*, the difference between the Total Season Net Revenue and \$2,000,000. Subject to Section 7.6.d. below, any amount of Total Season Net Revenue in excess of the 2019 Contingent Payment shall be paid to Raiders within such thirty (30) day period.

c. 2020 Football Season Contingent Payment. If the Total Season Net Revenue for the 2020 Football Season is less than \$5,000,000.00 (“**2020 Contingent Payment**”), within thirty (30) days of its receipt of the Contingent Payment Statement for such Football Season, the Raiders shall pay to Licensor the shortfall, *i.e.*, the difference between the Total Season Net Revenue and \$5,000,000. Any amount of Total Season Net Revenue in excess of the 2020 Contingent Payment shall be paid to Raiders within such thirty (30) day period. The Raiders acknowledge and agree that, once the 2020 Option has been timely and appropriately exercised by the Raiders, the Authority is entitled to the full amount of the 2020 Contingent Payment, without proration, regardless of whether the Raiders play less than a full 2020 Football Season at the OACC Coliseum.

d. Sharing of Cost Savings. Notwithstanding the forgoing, if the Contingent Payment Statement indicates that during the 2019 Football Season or the 2020 Football Season, as the case may be, the total expenses incurred by Licensor for Football Events with respect to the applicable Football Season were less than such expenses for the 2019 Football Season or less than the such expenses for the 2020 Football season, as the case may be, then Licensor shall be entitled to receive, in excess of the 2019 Contingent Payment or the 2020 Contingent Payment, as the case may be, an amount equal to fifty percent (50%) of the first \$500,000 of any such cost savings (“**Cost Savings Licensor Share**”). By way of example, if the Contingent Payment Statement for the 2019 Football Season shows a cost savings during the 2019 Football Season of \$500,000 as compared to the total expenses for the 2019 Football Season or the 2020 Football Season shows a cost savings during the 2020 Football Season of \$500,000 as compared to the total expenses for the 2020 Football Season, then Licensor shall retain fifty percent (50%) of such cost savings or \$250,000, and the Raiders shall be entitled to the remainder, except as specified below. However, if the Contingent Payment Statement for the 2019 Football Season or the 2020 Football Season shows a cost savings during the 2019 Football Season or the 2020 Football Season, as the case may be, of \$500,001 or more, Licensor shall

not be entitled to retain more than \$250,000. In addition to payment of the Cost Savings Licensor Share, the Raiders shall pay the remainder of any such cost savings, up to a maximum of \$250,000, to the Public Benefit Fund.

e. 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. Commencing on March 1, 2020 if the Raiders do not exercise the 2020 Option or March 1, 2021 if the Raiders do exercise the 2020 Option, the Raiders shall record in the records of the Alameda County Clerk-Recorder a quitclaim deed transferring ownership of the Permanent Training Facility and Training Site to the East Bay Entities (or such other entity as the East Bay Entities may designate), and commencing on such date and no sooner, the 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. Any effort or attempt by the Raiders to exercise the option to continue to use the Permanent Training Facility and Training Site prior to March 1, 2020 or March 1, 2021, if the 2020 Option is exercised, is and shall be null and void. For the first two years in which the Raiders continue to use the Permanent Training Facility and Training Site after the recordation of the quitclaim deed, Raiders shall make an additional payment to Licensor for continued use of the Permanent Training Facility and Training Site in an amount equal to \$525,000.00 per year for such first two years, payable monthly in equal installments. For the third year in which the Raiders continue use the Permanent Training Facility and Training Site after the recordation of the quitclaim deed, Raiders shall pay Licensor an amount of One Million Fifty Thousand Dollars (\$1,050,000.00), payable monthly in equal installments. The Raiders shall assume tenancy of the Permanent Training Facility in its "AS IS" with "ALL FAULTS" condition and shall occupy the Permanent Training Facility and Training Site as a tenant under a triple net lease and shall be obligated to pay all real estate taxes, building insurance, and maintenance on the property in addition to any normal fees, including rent, utilities, common area dues, etc. Additionally, the Raiders shall have a continuing obligation for any claims, liens, legal disputes or other obligation caused during their tenancy regardless of whether they are raised before or after the end of the Raiders' tenancy ("**Trailing Obligations**"). The Parties shall enter into good faith negotiations to draft and, within six (6) months of proper exercise of the option right granted herein, enter into a formal written lease agreement containing these general terms and other relevant provisions.

3. **Parking Revenue.** Concurrently with the execution of this Supplement No. 7, the Parties shall execute and deliver the Settlement Agreement in the form attached hereto as Exhibit A (the "Parking Settlement Agreement").

4. **Stadium Name Revenues.** The Parties hereby agree to terminate the obligation of the JPA to share Stadium Name Revenues with the Raiders. To reflect this change, the following deletions are hereby made: (i) any reference in Section 6.3 of the Master Agreement, as such section has been supplemented and amended by Section 4 of Supplement No. 1, to the "**Stadium Name Revenues**" is hereby deleted, (ii) the second sentence of Section 4 of Supplement No. 1 is hereby deleted in its

entirety, and (iii) the following language is added as the second Sentence of Section 4 of Supplement No. 1 to replace both such deletions:

“Stadium Name Revenues shall not be shared by Raiders and JPA and instead shall, as between the Raiders and the JPA, in all circumstances, belong solely to and be collected for the benefit of and paid only to JPA.”

5. General Provisions.

a. Except as otherwise specifically supplemented, interpreted or modified by this Supplement No. 7, all terms and provisions of the Agreements shall remain unmodified and in full force and effect. This Supplement No. 7 and the other agreements and schedules referred to herein 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. 7) 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. 7 and any provision in the Master Agreement, any Exhibit or Supplement No. 1, Supplement No. 2, Supplement No. 3, Supplement No. 4, Supplement No. 5, or Supplement No. 6, the provisions in this Supplement No. 7 shall control. In entering into this Supplement No. 7, no Party is relying on any representation, statement of fact or opinion concerning any matter, except those expressly set forth in this Supplement No. 7, if any.

b. The Parties agree, understand and acknowledge that no changes to the Agreements and Exhibits set forth in this Supplement No. 7 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. Nothing herein in any way releases, waives, or otherwise is intended to affect, in any manner whatsoever, the claims being brought by the City in the civil case entitled *City of Oakland v. The Oakland Raiders, et al.*, Case No. 3:18-cv-07444-JCS (“*City of Oakland Action*”) nor any such claims that either the Authority or the County may elect to bring in the future. Nothing herein in any way releases, waives, or otherwise is intended to affect, in any manner whatsoever, any claims that Raiders may elect to bring related to the Agreements (related to events prior to or after the execution of this Supplement No. 7) or any claims or counterclaims that may be brought by the Raiders against any of City, County, or Authority in the *City of Oakland Action* and the Raiders' right to assert all such claims is expressly preserved. Any language herein which establishes the rights and duties of the Parties hereto shall not create nor impair the ability of (a) the City to pursue, to the fullest extent of the law, its claims in the *City of Oakland Action*, nor of the JPA or County in any of their respective claims that may be similar to the *City of Oakland Action*, and, more specifically, the Raiders and all other defendants in said civil cases, are barred from raising the terms of either this Supplement No. 7 or the Parking Settlement Agreement in defending any of those cases; or (b) the Raiders to assert claims related to the Agreements (related to events prior to or after the execution of this Supplement No. 7) or assert any claims or counterclaims that may be brought by the Raiders against any of City, County, or Authority in the *City of Oakland Action* and the Raiders' right to assert all such claims is expressly preserved and more specifically, the City,

County, Authority and all other parties in said civil cases, are barred from raising the terms of either this Supplement No. 7 or the Parking Settlement Agreement in defending any claims.

d. This Supplement No. 7 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:

County Counsel

**THE OAKLAND RAIDERS, A CALIFORNIA
LIMITED PARTNERSHIP**

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

By: _____
President

RAIDERS FOOTBALL CLUB, LLC

By: _____
Chief Executive Officer

EXHIBIT A
PARKING SETTLEMENT AGREEMENT
(to be attached)

SETTLEMENT AGREEMENT

This settlement agreement (this "Settlement Agreement") is entered into by and among (i) the Oakland-Alameda County Coliseum Authority (the "Authority"), the City of Oakland (the "City"), and the County of Alameda (the "County"); and (ii) The Oakland Raiders, a California Limited Partnership ("Raiders LP") and Raiders Football Club, LLC ("RFC"). The Authority, the City, and the County are collectively referred to as the "Public Entities." Raiders LP and RFC are collectively referred to as "Raiders." The Public Entities and Raiders are collectively referred to as the "Parties." This Settlement Agreement shall be effective as of the Effective Date, as defined in Paragraph 2, below.

WHEREAS, the Parties previously entered into a Master Agreement dated August 7, 1995, which contained as exhibits certain additional agreements also executed by the Parties on August 7, 1995; and

WHEREAS, after the execution of the Master Agreement, between June 1, 1996 and March 2016, the Parties entered into six supplements to the Master Agreement; and

WHEREAS, the Parties are concurrently entering into a seventh supplement to the Master Agreement ("Supplement No. 7"); and

WHEREAS, pursuant to Supplement No. 7, the Public Entities and the Raiders have agreed to resolve a dispute regarding amounts, if any, that are due from the Raiders to the Authority for the Authority's specified share, under the terms of the Master Agreement and its supplements, of Football Parking Net Revenue collected, charged, and/or generated by Raiders during the period commencing with the 2007 NFL season and ending with the 2018 NFL season (the "Disputed Parking Funds"), which revenue the Public Entities contend is owed by Raiders to the Authority and which revenue Raiders deny is owed; and

WHEREAS, Raiders have deposited into an escrow account held by [Banking Institution] (the "Escrow Account") at least \$466,110 (the "Escrow Funds"), representing a portion of the total amount of \$1,650,000 of Disputed Parking Funds claimed by the Authority to be owed; and

WHEREAS, without any admission of liability or fault, the Parties desire to settle fully and finally any claims by the Public Entities against Raiders concerning the Disputed Parking Funds, and to avoid the costs, expenses, uncertainty, and inconvenience of litigation.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual promises and covenants contained in this Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

I. Definitions

For the purposes of this Settlement Agreement, the following terms shall have the following meanings:

1. "Affiliates" shall mean, with respect to a party, a party and all its respective past and present, direct and indirect, parents, subsidiaries, and affiliates, including but not limited to the predecessors, successors and assigns of each of the above; and each and all the present and former principals, partners, officers, directors, supervisors, and employees of each of the foregoing.
2. "Effective Date" shall mean the date this Settlement Agreement is executed by all Parties. If the various Parties execute this Settlement Agreement on separate dates, the "Effective Date" is the latest date any Party executes this Settlement Agreement.
3. "Released Claims" shall mean any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature, under any federal, state or local law of any jurisdiction, that any Party or their Affiliates ever had, now has, or hereafter can, shall, or may ever have, that now exist or may exist in the future, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to the Disputed Parking Funds.

II. Agreement

In consideration of, and as consideration for, the mutual agreements set forth herein:

4. The Raiders shall pay to the Authority a total of \$750,000, representing consideration for the Released Claims, in full settlement of any and all claims by the Public Entities for the Disputed Parking Funds (the "Settlement Amount"). Raiders shall pay these settlement amounts to the Authority as specified below:
 - a) Within two (2) business days following the execution date of Supplement No. 7 by the Parties, the Raiders shall release all of the Escrow Funds to the Authority.
 - b) On or prior to August 1, 2019, the Raiders shall pay to the Authority the remaining amount of the Settlement Amount, calculated as the result of the Settlement Amount (plus any escrow, wire or other fees charged to the Parties) less the Escrow Funds released pursuant to subparagraph (a) above.
 - c) The Raiders shall remit all amounts due hereunder to the Authority by wire as follows:

Bank: Union Bank of California, LA
ABA #122000496
SWIFT #
Account # 7020010325

Beneficiary: Account of County of Alameda
JPA, Attn: Laura Briseno

FBO: Oakland Coliseum

5. In the event the Parties do not execute Supplement No. 7: (a) the Raiders shall not have any payment obligation regarding Disputed Parking Funds under paragraph 4, above; (b)

the releases set forth in paragraphs 6 through 8, below, shall have no force or effect; and (c) Raiders shall continue to maintain the Escrow Funds in the Escrow Account until the Parties either finally settle or finally legally adjudicate their respective rights regarding the Disputed Parking Funds.

6. Upon execution of Supplement No. 7 by the Parties, all Public Entities, on behalf of each of them and all their Affiliates, shall hereby voluntarily and irrevocably release Raiders and Raiders' Affiliates from all Released Claims, and shall further covenant not to sue Raiders or Raiders Affiliates with respect to the subject matter of any Released Claims.
7. Upon execution of Supplement No. 7 by the Parties, Raiders, on behalf of Raiders LP, RFC, and all their Affiliates, shall hereby voluntary and irrevocably release all Public Entities from all Released Claims, and shall further covenant not to sue Public Entity or Public Entity Affiliates with respect to the subject matter of any Released Claims.
8. It is the clear and unequivocal intention of the Parties, and each of them, that this Settlement Agreement shall be effective as a full and final accord and satisfaction, release, and discharge of each and every Released Claim. In furtherance of this intention, each party hereto acknowledges that it understands section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon execution of Supplement No. 7 by the Parties, each Party shall waive and relinquish any and all rights and benefits which it has or may have under section 1542 of the Civil Code of the State of California to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of the releases contained in this Settlement Agreement.

III. Representations and Warranties

9. Each Party represents, warrants, and covenants that it has full authority to settle, compromise, and release the Released Claims described herein on behalf of itself and all Affiliates and to execute this Settlement Agreement. The Parties each represent, warrant, and covenant that its authorized representatives are of legal age and legal competence to execute this Settlement Agreement, that its authorized representatives have full authority to execute this Settlement Agreement and bind its respective principals to its terms, and that its authorized representatives do so of their own free will and accord without reliance on any representation of any kind or character not expressly set forth herein.
10. The Parties to this Settlement Agreement and their counsel have participated jointly in the negotiation and drafting of this Settlement Agreement, and for all purposes this

Settlement Agreement shall be deemed to have been drafted jointly by the Parties and their counsel.

11. The Parties execute this Settlement Agreement freely and voluntarily and without acting under any duress or in reliance upon any threat made by or on behalf of the other Party. Each Party has consulted with or has had an opportunity to consult with counsel of its own choice about the legal effect of entering into this Settlement Agreement.
12. This Settlement Agreement results from the settlement of disputed claims between the Parties and is not an admission of liability or responsibility on the part of any of the Parties who are signatories hereto. Raiders' release or payment to the Authority of the Disputed Parking Funds or any amounts under this Settlement Agreement shall not be, and shall not be construed as, an admission of liability or fault by Raiders.

IV. Governing Law and Venue

13. This Settlement Agreement shall be interpreted, enforced, construed and controlled by the laws of the State of California, without regard to its conflicts of law principles. The exclusive jurisdictions for any court action or proceeding arising out of or related to this Settlement Agreement shall be the United States District Court for the Northern District of California or the California Superior Court for the County of Alameda, and each Party hereby consents to jurisdiction and venue in those courts. The prevailing Party in any action or proceeding alleging breach of this Settlement Agreement shall be entitled to recover from the Party who breaches the Settlement Agreement, not only the amount of any judgment or order, but also such other costs and expenses as may be reasonably incurred by said Party, including court costs and reasonable attorneys' fees and all other reasonable cost and expenses, whether taxed or otherwise, incurred in connection with said action or proceeding. Such additional recovery, provided for in this paragraph, will be contingent upon a finding of the court that the recovering Party was the prevailing Party in the action and that the breach giving rise to the recovery was a material breach of this Settlement Agreement.

V. Miscellaneous

14. This Settlement Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between the Parties regarding the subject matter hereof. The Parties enter into this Settlement Agreement without reliance on any promises or representations, written or oral, other than those expressly contained herein, and this Settlement Agreement supersedes any other promises, warranties or representations. This Settlement Agreement cannot be modified or amended except by a subsequent written agreement, signed by the Parties to be bound by the modification or amendment, and which specifically mentions this Settlement Agreement.
15. The invalidity or unenforceability of any provision of this Settlement Agreement shall not affect the validity or enforceability of any other provision.
16. This Settlement Agreement may be executed by the Parties in counterparts.

17. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, successors, and assigns.
18. Any notice to be provided pursuant to this Settlement Agreement shall be provided as follows:

Notice to Public Entities:

Daniel Purcell
Keker, Van Nest & Peters LLP
633 Battery Street
San Francisco, CA 94111
dpurcell@keker.com

with a copy to

Scott McKibben, Executive Director
Oakland-Alameda County Coliseum Authority
7000 Coliseum Way
Oakland, CA 94621
Smckibben1@gmail.com

Notice to Raiders:

1220 Harbor Bay Parkway
Alameda, CA 94502
Attention: Dan Ventrelle

with a copy to

Arnold & Porter Kaye Scholer LLP
Three Embarcadero Center, 10th Floor
San Francisco, CA 94111
Attention: Kenneth G. Hausman, Esq.

IN WITNESS WHEREOF, the Parties have approved and executed this Settlement Agreement effective as of the Effective Date, set forth above.

**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:

County Counsel

**THE OAKLAND RAIDERS, A CALIFORNIA
LIMITED PARTNERSHIP**

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

By: _____
President

RAIDERS FOOTBALL CLUB, LLC

By: _____
Chief Executive Officer

EXHIBIT B

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY
RESOLUTION NO. 2019-_____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF SUPPLEMENT NO. 7 TO THE MASTER AGREEMENT AND EXHIBITS TO THE MASTER AGREEMENT BETWEEN THE OAKLAND RAIDERS AND THE OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY AND APPROVING AND AUTHORIZING THE EXECUTION OF THE SETTLEMENT AGREEMENT FOR THE PARKING DISPUTE BETWEEN THE OAKLAND RAIDERS AND THE OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

WHEREAS, pursuant to the staff report presented to this meeting, staff has recommended to the governing board of the Oakland-Alameda County Coliseum Authority ("Authority") that the Authority approve and accept Supplement No. 7 to the Master Agreement and Exhibits to the Master Agreement between The Oakland Raiders and the Authority; and

WHEREAS, staff also has recommended to the governing board of the Authority that the Authority approve and accept the Settlement Agreement, attached as Exhibit A to Supplement No. 7, between The Oakland Raiders and the Authority to settle and resolve an on-going dispute between the parties regarding football parking revenues; and

WHEREAS, a form of Supplement No. 7 with Exhibit A, the Settlement Agreement, has been presented to this meeting; and

WHEREAS, the Authority finds it advisable and now desires to approve the form of Supplement No. 7 and the Settlement Agreement and to authorize the execution of said Agreements; and

NOW THEREFORE BE IT

RESOLVED: that the Authority Board of Commissioners hereby approves and authorizes the execution of Supplement No. 7 to the Master Agreement and Exhibits to the Master Agreement between The Oakland Raiders and the Authority, as amended by the attached Motion; and be it

FURTHER RESOLVED: that the Authority Board of Commissioners hereby approves and authorizes the execution of the Settlement Agreement, which is attached as Exhibit A to Supplement No. 7, between The Oakland Raiders and the Authority to resolve the parking revenue dispute, as amended by the attached Motion; and be it

FURTHER RESOLVED: that the Authority Board of Commissioners hereby recommends to the City Council of the City of Oakland and the Board of Supervisors of the County of Alameda the approval of Supplement No. 7 and the Settlement Agreement, as amended.

PASSED AND ADOPTED by the governing board of the Oakland-Alameda County Coliseum Authority, this 15th day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CHAIR, OAKLAND-ALAMEDA COUNTY
COLISEUM AUTHORITY

ATTEST:

SECRETARY, OAKLAND-ALAMEDA
COUNTY COLISEUM AUTHORITY

MOTION

I move to amend Supplement No. 7 to the Master Agreement and Exhibits to the Master Agreement as follows:

Section 2.b. is amended to read: Section 6.1(a) (as added pursuant to Supplement No. 6) is hereby amended to add the following additional subparagraph:

The second to the last sentence in subparagraph (d) of Section 6.1(a) is amended to read:

Notwithstanding the foregoing, Raiders shall not have the right to exercise the 2020 Option if, as of the date the Raiders provide written notice of such exercise, or as of the scheduled commencement date of the 2020 Option term, a monetary default is continuing under the Agreements, unless any of the Public Entities is in default under any of the Agreements in which case this sentence shall have no effect.

The second and third sentences in Section 7.4(a) of the Operating License Agreement are amended to read:

In addition to playing one (1) regular season Raiders home Football Event internationally, as scheduled by NFL, Raiders may elect, in its sole discretion, to play up to two (2) 2019 preseason Raiders home Football Events in a venue other than the OACC Stadium. In the event Raiders plays one or more preseason home Football Events in a venue other than the OACC Stadium, the Additional Payment due on December 1, 2019 shall be reduced by \$500,000.00 to \$2,475,000.00.

The first sentence of paragraph a. of new Section 7.6 of the Operating License is amended to read:

a. Total Season Net Revenue. Within ninety (90) days after the final Football Event is played at the OACC Coliseum for the 2019 Football Season, or the 2020 Football Season (if the 2020 Option is properly exercised), Licensor shall calculate the total revenues generated during such Football Season which shall include the (i) Additional Payment due from Raiders pursuant to Sections 7.4.a. and 7.4.b. of the License Agreement (as modified by this Supplement No. 7), as applicable, (ii) the amount paid by Raiders pursuant to Section 6.b.(4)(A) of the Loan Agreement (as referenced in Supplement No. 2), and (iii) revenues generated from every Football Event occurring during the applicable Football Season (including, without limitation, Football Ticket Revenues, Club Dues, 50% of Football Concession Revenues and 50% of Football Parking Revenues, using the current revenue/expense calculation methodology being applied by the Facility Operator to calculate such revenue (collectively, "**Total Season Gross Revenue**).

The first sentence of paragraph d of new Section 7.6 of the Operating License is amended to read:

d. Sharing of Cost Savings. Notwithstanding the forgoing, if the Contingent Payment Statement indicates that during the 2019 Football Season or the 2020 Football Season, as the case may be, the total expenses incurred by Licensor for Football Events with respect to the applicable Football Season are less than the projected estimate of such expenses for the 2019 Football Season (which the parties agree is \$9,415,000) or less than the projected estimate of such expenses for the 2020 Football Season (which the parties agree is \$9,795,000), as the case may be, then Licensor shall be entitled to receive, in excess of the 2019 Contingent Payment or the 2020 Contingent Payment, as the case may be, an amount equal to fifty percent (50%) of the first \$500,000 of any such cost savings ("**Cost Savings Licensor Share**").

In the first sentence of Section 7.5 of the Operating License the word "no" is changed to "not" ("if the Raiders do not exercise the 2020 Option....").

The second sentence of Section 7.5 of the Operating License is deleted in its entirety. (Striking: "Any effort or attempt by the Raiders to exercise the option to continue to use the Permanent Training Facility and Training Site prior to March 1, 2020 or March 1, 2021, if the 2020 Option is exercised, is and shall be null and void.")

In the second to last sentence of Section 7.5 of the Operating License the word "obligation" is changed to "obligations".

I further move to amend the Settlement Agreement, attached as Exhibit A to Supplement No. 7 as follows:

The 5th recital is amended to insert "Bank of America" as the Banking Institution holding the Escrow Account.

Article II, paragraph 4.b) is amended to provide for payment of the remaining amount of the Settlement on June 1, 2019

Staff is directed to insert the appropriate wiring information in Article II, paragraph 4.c).

Staff is directed to insert in Article V, paragraph 18 a requirement for a copy of notice to the Public Entities to be given to Director McKibben.

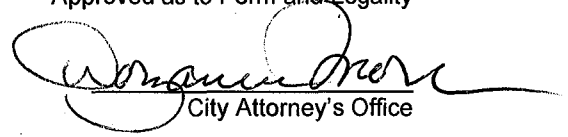
So moved.

EXHIBIT C

FILED
OFFICE OF THE CITY CLERK
OAKLAND

19 MAR 19 AM 9:50

Approved as to Form and Legality



City Attorney's Office

OAKLAND CITY COUNCIL

RESOLUTION NO. _____ C.M.S.

A RESOLUTION APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE (A) SUPPLEMENT NO. 7 TO THE MASTER AGREEMENT AND EXHIBITS TO THE MASTER AGREEMENT BETWEEN THE OAKLAND RAIDERS AND THE OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY AND (B) THE SETTLEMENT AGREEMENT FOR THE PARKING REVENUE DISPUTE BETWEEN THE OAKLAND RAIDERS AND THE OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY, IN SUBSTANTIALLY THE FORMS, AS AMENDED, AS APPROVED BY THE OAKLAND ALAMEDA COUNTY COLISEUM RELYING ON CATEGORICAL CEQA EXEMPTIONS PURSUANT TO SECTIONS 15301, 15323 and 15061(b)(3) OF THE CEQA GUIDELINES

WHEREAS, the Board of the Oakland-Alameda County Coliseum Authority (the "Authority") has approved and accepted 1) Supplement No. 7 ("Supplement No. 7") to the Master Agreement and Exhibits to the Master Agreement (together with Supplement No. 7, the "Master Agreement"), between the Authority and the Oakland Raiders (the "Raiders") on March 15, 2019 and 2) the Parking Revenue Settlement Agreement (the "Settlement Agreement") settling a long standing parking revenue dispute between the Authority and the Raiders; 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 agreement pertaining to the Coliseum Complex before such agreement can be executed; and

WHEREAS, the Authority has requested and recommended that the City approve and authorize the execution of Supplement No. 7 and the Settlement Agreement, in substantially the forms, as amended, approved by the Authority Board on March 15, 2019; 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. 7 and the Settlement Agreement; and

WHEREAS, forms of the amended Supplement No. 7 and Settlement Agreement have been presented to this meeting as an attachment to the Authority Staff Report; and

WHEREAS, the City desires to approve the forms of Supplement No. 7 and the Settlement Agreement and to authorize the execution of the same by the Authority; 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. 7 and the Settlement Agreement; now, therefore, be it

RESOLVED: That the City Council finds and determines, after independent review and consideration, that this action complies with CEQA because these agreements are categorically exempt from CEQA pursuant to Sections 15301 (operation of existing facility without expansion of use), 15323 (operation of existing public gathering facility), and Section 15061(b)(3) (general rule) of the CEQA Guidelines; and be it

FURTHER RESOLVED: That 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. 7 and Settlement Agreement, in substantially the form presented to this meeting with only those changes that the Authority Chair, with the advice of joint 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. 7 and Settlement Agreement in substantially the forms presented to this meeting with only those changes that the Authority Chair, with the advice of joint 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 agreements reached as reflected herein 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. 7, Settlement Agreement and other documents which they, or any of them, may deem necessary or advisable in order to effectuate the purposes of this Resolution; and be it

FURTHER RESOLVED: That the City Administrator is further authorized to take whatever action is necessary with respect to the execution of the agreements consistent with this Resolution and its basic purposes; and be it

FURTHER RESOLVED: That all documents necessary to effectuate the Settlement Agreement and Supplement 7 pursuant to this Resolution shall be reviewed and approved by the City Attorney, and copies shall be placed on file with the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES - FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR, THAO AND
PRESIDENT KAPLAN

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LATONDA SIMMONS
City Clerk and Clerk of the Council of the
City of Oakland, California

2712112v1