



Oakland-Alameda County  
Coliseum Authority

**OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY  
BOARD MEETING**

**NOTICE AND AGENDA  
BOARD OF COMMISSIONERS  
OAKLAND ARENA PLAZA CLUB  
7000 COLISEUM WAY  
OAKLAND CA 94621  
April 17, 2026**

**9:00 A.M.**

**REMOTE ATTENDANCE**

**David Haubert  
Heritage House, 4501 Pleasanton Ave.  
Pleasanton, CA 94566**

You are invited to a Zoom webinar!  
When: Apr 17, 2026 09:00 AM Pacific Time (US and Canada)  
Topic: OACCA Borad Meeting 4.17.26 at

Join from PC, Mac, iPad, or Android:

<https://us06web.zoom.us/j/89116637683?pwd=3qtnMysuKGbnI45AQY6BEcnx4KTe9A.3l3Ehjgs-bHT1Rif>

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Webinar ID: 891 1663 7683

International numbers available: <https://us06web.zoom.us/j/89116637683>

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. OPEN FORUM**

**4. APPROVAL OF MINUTES**

**5. REPORTS**

**5a.**

- 1. Third Amendment to Crown Castle Agreement**
- 2. Levy Food and Beverage Agreement**
- 3. Informational Item Status of Sale of Complex**
- 4. Resolution Amending Regular Meeting Schedule**
- 5. Post June 30, 2026, Event Requests**

**5b. General Manager Report**

**6. NEW BUSINESS**

- RESOLUTION AMENDING THE ADOPTED REGULAR MEETING CALENDAR OF THE BOARD OF COMMISSIONERS FOR CALENDAR YEAR 2026 TO RESCHEDULE THE JUNE 2026 MONTHLY MEETING DATE**
- RESOLUTION APPROVING THE SECOND AMENDMENT TO THE ARENA CONCESSION LICENSE AGREEMENT WITH LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP FOR FOOD AND BEVERAGE CONCESSION SERVICES IN THE OAKLAND ARENA WITH THE ADDITION OF WARN ACT PROVISIONS**
- Informational Presentation Regarding General Deal Terms of County of Alameda and City of Oakland to Sell their Respective Ownership Interests in the Coliseum Complex Property**

**7. CLOSED SESSION**

**OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY VS. ATHLETICS INVESTMENT GROUP LLC, JAMS ARBITRATION CASE NO. 5100003707**

**8. REPORT FROM COUNSEL ON CLOSED SESSION**

**9. ADJOURNMENT**



Oakland-Alameda County  
Coliseum Authority

Oakland-Alameda County Coliseum Authority  
February 20, 2026  
Board Meeting Minutes

**CALL TO ORDER**

Chair Miley called the meeting to order at 9:16 A.M.

**ROLL CALL**

Chair Miley

Commissioner Iglesias (left at 9:36)

Commissioner Houston

Commissioner Haubert

Commissioner Newton

The minutes for January 16, 2026, were presented for approval. Commissioner Houston moved to approve, and Commissioner Iglesias seconded the motion. Roll Call :Miley, Haubert, Houston, Iglesias and Newton approved, motion approved by 5 votes

**Open Forum**

No speakers

Agenda was taken out of order

**NEW BUSINESS**

RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR OF THE OAKLAND-ALAMEDA COUNTY JOINT POWERS AUTHORITY (“AUTHORITY”) TO APPROVE SPECIAL EVENTS AT THE COLISEUM COMPLEX THROUGH DECEMBER 31, 2027, PROVIDED THAT THE EXECUTIVE DIRECTOR IS TO CONSULT A SUBCOMMITTEE OF THE AUTHORITY BOARD PRIOR TO APPROVING SPECIAL EVENTS AT THE STADIUM ON OR AFTER JANUARY 1, 2027 was submitted for approval, Haubert moved to approve and Houston seconded the motion, Roll Call: Miley, Haubert, Houston, Iglesias, Newton approved, motion approved by 5 votes

Commissioner Houston, Iglesias and Haubert asked for an updates on the sale of the Coliseum Property. All agreed to continue to book events past 2027.

**Open Forum**

No speakers

## **REPORTS**

**5a,**

**1.Ed Gardner gave a summary of the 6-month budget. It is projected the budget will have a surplus at the end of the fiscal year. Mr. Gardner informed the Board that Roots agreement and AEG agreement are finalized.**

**5b.**

**GM Nicole Strange gave an update on past canceled and upcoming events, Ms. Strange shared the status of lead gold certification**

**Commissioner Houston thanked Nicole Stange and AEG team for continuing the community foundation outreach support.**

## **OPEN FORUM**

**No speakers**

## **ADJOURNMENT**

**Meeting adjourned at 9:43 a.m.**

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**Bradley Johnson / Secretary**

April 17, 2026

Honorable Chairperson Nate Miley and Commissioners of the Authority

## **5.a**

### **1. Third Amendment to Crown Castle Agreement**

A resolution has been prepared approving a third amendment to the land sublicense agreement for the Telecommunications Facility between the Authority and Crown Castle GT Company.

The original agreement was entered into in August 1996 and was subsequently amended in 2010 and 2016. The agreement is scheduled to terminate in July of 2026. We have had several meetings with representatives of Crown Castle and representatives of the Oakland Acquisition Company (OAC) regarding a short-term extension, six months. Crown Castle is seeking a longer term extension in order to upgrade the infrastructure; however, given the pending sale of the complex, we determined that it is in the best interest of the Authority to agree to a six month extension.

All of the existing terms remain the same. The current rate for the land sublicense agreement is \$7,425.

Staff recommends approval of the resolution.

### **2. Levy Food and Beverage Agreement**

The Authority approved a Second Amendment to the Levy Food and Beverage License Agreement on December 19, 2025. Levy provides F&B services at the Arena. The current agreement expires on June 30, 2026 and the amended agreement will expire on December 31, 2026. Subsequent to the December 19, 2025 approval, Levy requested a revision to the termination provision regarding reimbursement for any penalties they may incur should the Authority fail to provide them with sufficient notice of termination in order for them to meet their obligations under the Worker Adjustment and Retaining Act (WARN ACT). The ACT requires a sixty (60) days notice to employees if they are to be laid off; we have offered a ninety (90) days notice to Levy, providing more than sufficient time for them to meet their obligations under the ACT. Should we fail to give them sufficient notice, we have agreed to reimburse them for penalties incurred solely and directly related to lack of sufficient notice.

This issue arises out of the fact that we do not know when the sale of the complex will close, at which point the JPA will no longer manage and operate the complex. It is our understanding that the sale will close on June 30, 2026, but as is the case in any real estate transaction, the actual close is when the deed is recorded, which may occur before or months after the estimated close date. This is a challenge under all of our agreements. It would be helpful if there is an agreement

with the buyers for assignment of these agreements which will allow for more certainty once the sale is consummated.

### **3. Informational Item Status of Sale of Complex**

At your request, we have scheduled an informational Item regarding the status of the sale of the Coliseum Complex. The JPA is not a party to the sale and has had no participation in the negotiations, directly or indirectly. The property is owned fifty-fifty, undivided interest, by the City and the County. This is an informational item only, to be led by representatives of the City and the County.

### **4. Resolution Amending Regular Meeting Schedule**

A resolution has been prepared amending the regular meeting schedule for the June Board meeting. The Board adopted the annual schedule at its January meeting. In the schedule, the date for the June meeting is June 19, 2026, a federal holiday. It is recommended that the schedule be amended to June 12, 2026.

### **5. Post June 30, 2026 Event Requests**

The Board has authorized us to book events in the Arena to December 31, 2027. We are beginning to receive requests to hold dates in 2028. As reported earlier, it is typical for event promoters to request hold dates a year or more in advance. As we move further into the year, these requests will be for firm commitments. We will advise the Board when we need to make firm commitments.

We are also receiving requests to hold dates for the Stadium after June 30, 2026 and into 2027. We are reviewing these requests on a case-by-case basis and will inform the Board when we need to make a firm decision. A decision on a large Stadium event is pending and we will need to make a decision soon. We are convening a meeting of the ad hoc committee to seek advice.

Respectfully submitted,

Henry L. Gardner  
Executive Director

Legends Global Oakland  
General Manager's Board Report  
April 17, 2026

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Event Activity

Added Events:

- Romeo Santos & Prince Royce – (May 15, 2026)
- Ariana Grande – (June 6, 9, 10, 2026)
- Don Toliver – (June 27, 2026)
- Summer Walker – (June 28, 2026)
- Rosalía – (July 6, 2026)
- Forrest Frank – (July 14, 2026)
- IVE – (August 4, 2026)
- i-dle – (August 21, 2026)
- J. Cole – (August 29+30, 2026)
- Billy Strings – (October 2+3, 2026)
- Gorillaz – (Oct 28, 2026)
- Oakland Roots (16) Regular Season Home Games (March 14 – October 10, 2026)  
(stadium)

Postponed / Canceled Events:

- Los Tucanes de Tijuana – (postponed; new date: June 26, 2026)
- Gabriel Iglesias – (postponed; new date: October 11, 2026)

**OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY**

**RESOLUTION NO. 2026-5**

**RESOLUTION AMENDING THE ADOPTED REGULAR MEETING CALENDAR OF THE BOARD OF COMMISSIONERS FOR CALENDAR YEAR 2026 TO RESCHEDULE THE JUNE 2026 MONTHLY MEETING DATE**

**WHEREAS**, the Amended and Restated Joint Exercise of Powers Agreement dated December 16, 1996 ("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") appointed by the City and the County; and

**WHEREAS**, Section 4C(1) of the JPA Agreement provides that the Board may, by resolution, provide for the holding of regular meetings and that any such resolution shall also note the date, hour and place of such regular meetings; and

**WHEREAS**, on January 16, 2026, the Board adopted the calendar of regularly scheduled meetings for calendar year 2026 ("2026 Calendar") including the date, hour and place of regular meetings; and

**WHEREAS**, the Board desires to amend the 2026 Calendar to change the meeting date for the June 2026 meeting currently set for Juneteenth, which is a County and City holiday;

**NOW, THEREFORE, BE IT RESOLVED** that the Board does hereby amend the adopted the calendar of regularly scheduled meetings of the Authority's Board for calendar year 2026, to change the monthly meeting date for June, from June 19, 2026 to June 12, 2026 at 9:00 a.m.

**PASSED AND ADOPTED** by the governing Board of the Oakland-Alameda County Coliseum Authority, this 17<sup>TH</sup> day of April 2026, by the following vote:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
NATE MILEY, CHAIR

ATTEST:

\_\_\_\_\_  
SECRETARY

# **OACCA Board Meeting Schedule 2026**

## **Amended**

**January 16, 2026**

**February 20, 2026**

**March 20, 2026**

**April 17, 2026**

**May 15, 2026**

**June 12, 2026**

**July 17, 2026**

**August 21, 2026**

**September 18, 2026**

**October 16, 2026**

**November 20, 2026**

**December 11, 2026**

**OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY**

**RESOLUTION NO. 2026 -6**

**RESOLUTION APPROVING THE SECOND AMENDMENT TO THE ARENA CONCESSION LICENSE AGREEMENT WITH LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP FOR FOOD AND BEVERAGE CONCESSION SERVICES IN THE OAKLAND ARENA WITH THE ADDITION OF WARN ACT PROVISIONS**

**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”) 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; and

**WHEREAS**, the Authority entered into an Arena Concession License Agreement, dated September 1, 2021, with Levy Premium Foodservice Limited Partnership (“Concession Licensee”) for Levy to exclusively operate all of the food and beverage concession services in the Oakland Arena (the “Agreement”); and

**WHEREAS**, on June 20, 2025, the Authority entered into a First Amendment to the Agreement (the “First Amendment”), for Concession Licensee to render certain management and operational services for the Food and Beverage Areas of the Arena through June 30, 2026; and

**WHEREAS**, on December 19, 2025, the Board adopted Resolution No. 2025-19 approving the Second Amendment to the Agreement substantially in the form attached to Resolution No. 2025-19 and authorized the Executive Director to negotiate and include in the Second Amendment any additional or amended terms not reflected in the form attached, as necessary to finalize the Second Amendment, so long as any such additional or amended terms did not materially increase the costs to or obligations of the Authority and are in a form approved by the Authority’s legal counsel; and

**WHEREAS**, the Executive Director has completed negotiations of the Second Amendment with the addition of a term regarding costs for failure to provide timely notice under federal Worker Adjustment and Retraining Act (“WARN Act”) and applicable state or local WARN Acts that materially increases the potential costs to or obligations of the Authority; and

**WHEREAS**, the Second Amendment requires the Authority to reimburse the Concession Licensee for penalties and reasonable related costs incurred by Concession Licensee due solely and directly to the timing of the Authority’s notice to Concession Licensee of termination prior to the end of the Extension Term if the Authority fails to give sufficient notice to allow Concession Licensee to meet its WARN Act notice obligations; and

**NOW, THEREFORE, BE IT RESOLVED:** that the Authority Board does hereby approve the Second Amendment to the Agreement with Concession Licensee, in substantially the same form as shown in Exhibit A, with the addition of the WARN Act provisions, extending the term of the Agreement to end on the earlier of the date when either the City or the County are no longer owners of the Coliseum Complex or December 31, 2026; and be it

**FURTHER RESOLVED:** that the Authority's Executive Director is further authorized to negotiate and include in the Second Amendment any additional or amended terms not reflected in the form attached hereto, as may be necessary to finalize the Second Amendment, so long as any such additional or amended terms do not materially increase the costs to or obligations of the Authority and are in a form approved by the Authority's legal counsel; and be it

**FURTHER RESOLVED:** that the Authority's Executive Director is hereby authorized to execute the Second Amendment to Agreement for and on behalf of the Authority.

**PASSED AND ADOPTED** by the governing board of the Oakland-Alameda County Coliseum Authority, this 17th day of April 2026, by the following vote:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
NATE MILEY, CHAIR

ATTEST:

\_\_\_\_\_  
SECRETARY

EXHIBIT A

Form Second Amendment to Concession Licensee Agreement

[Attached]

**SECOND AMENDMENT  
TO  
ARENA CONCESSION LICENSE AGREEMENT**

This SECOND AMENDMENT TO ARENA CONCESSION LICENSE AGREEMENT (this “**Second Amendment**”) is entered into as of \_\_\_\_\_, 2026 (the “**Second Amendment Effective Date**”), by and among the **Oakland-Alameda County Coliseum Authority**, a joint powers authority created by City of Oakland (“**City**”) and the County of Alameda (“**County**”) (the “**Concession Licensor**”), and **Levy Premium Foodservice Limited Partnership**, an Illinois limited partnership (“**Concession Licensee**”). Concession Licensor and Concession Licensee may be referred to in this Amendment individually as a “**Party**” and collectively as the “**Parties.**”

**Recitals**

This Second Amendment is entered into upon the basis of the following facts, understandings and intentions of the Parties.

A. The City and the County each own a fifty percent (50%) undivided interest in the Oakland-Alameda County Coliseum Complex (the “**City’s Interest**” and the “**County’s Interest**”, respectively), consisting of certain real property located within the City’s municipal limits comprised of Parcel 1 and Parcel 2, which includes the Arena.

B. Concession Licensor and Concession Licensee entered into that certain Arena Concession License Agreement dated as of September 1, 2021 (the “**Original Agreement**”), as amended by that certain First Amendment to the Arena Concession License Agreement dated as of June 20, 2025 (the “**First Amendment**”), for Concession Licensee to render certain management and operational services for the Food and Beverage Areas of the Arena.

C. The Original Agreement, as amended by the First Amendment is referred to collectively herein as the “**Existing Agreement**”.

D. The County and Coliseum Way Partners LLC, a Delaware limited liability company (“**CWP**”) entered into that certain Disposition Agreement dated as of December 23, 2019 to sell the County’s Interest to CWP (as amended, the “**County-CWP Agreement**”) and the City and Oakland Acquisition Company, LLC, a Delaware limited liability company (“**OAC**”) entered into that certain Real Property Sale Agreement (Coliseum Complex – City’s Interest) dated as of August 31, 2024 to sell the City’s Interest to OAC (as amended, the “**City-OAC Agreement**”).

E. Pursuant to Section 2 of the First Amendment, the Term set forth in Section 15 of the Original Agreement was extended to June 30, 2026 (the “**Extension Term**”).

F. The Parties wish to amend the Existing Agreement to further extend the Extension Term.

G. The Existing Agreement, as amended by this Second Amendment, shall hereinafter be referred to as the “**Agreement**”.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as set forth below.

### **Agreement**

1. Defined Terms/Conflicts. Capitalized terms used in and not otherwise defined in this Second Amendment shall have the meanings given to such terms in the Existing Agreement. In the event of any conflict between the terms of this Second Amendment and the terms of the Existing Agreement, the terms of this Second Amendment shall control.

2. Extension Term. The Extension Term (as defined in Section 2 of the First Amendment) is hereby amended to amend the termination date of the Extension Term from June 30, 2026 to the following:

(a) As of the Second Amendment Effective Date the Extension Term shall end on the earlier of the date when either the City or the County are no longer owners of the Complex (the “**Change of Ownership Termination Date**”), or December 31, 2026, unless earlier terminated pursuant to the terms of this Agreement (the “**Expiration Date**”). Concession Licensor shall provide written notice to Concession Licensee ninety (90) days prior to the Change of Ownership Termination Date, provided the City and/or the County have provided such period of notice to Concession Licensor; if not, Concession Licensor shall use commercially reasonable efforts to provide such lesser period of notice it receives from the City and/or the County. Should any such notice cause this Agreement to end after a new Quarter (as defined below) has begun, except in the occurrence of a Change of Ownership Date, Concession Licensor shall extend the Expiration Date so that the Expiration Date does not extend into a new Quarter. A “Quarter” is defined as follows: (i) January 1, 2026 to March 31, 2026; (ii) April 1, 2026 to June 30, 2026; (iii) July 1, 2026 to September 30, 2026; or (iv) October 1, 2026 to December 31, 2026.

(b) If this Agreement is terminated prior to the end of the Extension Term by Concession Licensor and if Concession Licensor fails to give sufficient notice pursuant to Section 2(a) above to allow Concession Licensee to notify its employees that must be terminated in compliance with the federal Worker Adjustment and Retraining Act (“**WARN Act**”) and applicable state or local WARN Acts, then Concession Licensor (or its successor pursuant to Section 26 of the Agreement) shall reimburse Concession Licensee only for the penalties and reasonable related costs incurred by Concession Licensee due solely and directly to the timing of Concession Licensor’s notice to Concession Licensee (collectively, “**WARN Act Costs**”). Concession Licensee shall use commercially reasonable efforts to avoid and/or limit such WARN Act Costs, which may include transferring

employees to other locations, providing notice as soon as practicable after Concession Licensor provides notice, or other mitigation measures.

3. Authority. The persons signing below represent that they have the authority to bind their respective Party, and all necessary board, council, or other approvals have been obtained.

4. Ratification. The Existing Agreement, as amended by this Second Amendment, remains in full force and effect, and the Parties hereby ratify the same.

5. Counterparts. This Second Amendment may be executed in duplicate counterpart originals, each of which is deemed to be an original. This Second Amendment may be executed electronically, including by way of email (i.e., TIF, JPG, PDF), and all such signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Second Amendment as of the Second Amendment Effective Date.

**Concession Licensor:**

Oakland-Alameda County Coliseum Authority,  
a joint powers authority

By: \_\_\_\_\_  
Nate Miley  
Board President

Approved as to Form:

Andrea L. Weddle, Interim County Counsel

\_\_\_\_\_  
Andrea L. Weddle  
Interim County Counsel

Approved as to Form and Legality:

Office of the City Attorney, City of Oakland

By: \_\_\_\_\_  
JoAnne Dunec  
Senior Deputy City Attorney

***[Signatures Continue of Following Page]***

**Concession Licensee:**

Levy Premium Foodservice Limited Partnership,  
an Illinois limited partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_