



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
July 18, 2025**

9:00 a.m.

REMOTE ATTENDANCE

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

**Commissioner Jacqueline Thompson
Allen Temple Baptist Church
8501 International Blvd.
Oakland, CA 94621**

You are invited to a Zoom webinar!

When: Jul 18, 2025 09:00 AM Pacific Time (US and Canada)

Topic: OACCA Board Meeting Friday 7.18.25 at 9:00 a.m.

Join from PC, Mac, iPad, or Android:

https://us06web.zoom.us/j/87841563364?pwd=NSRX_7irnnsBu6_36gnvjxWeuVo2Mw.2-Z0P0-pMv5ccDuo

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Join via audio:

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International numbers available: <https://us06web.zoom.us/j/kuOpp6c1t>

1. CALL TO ORDER

2. ROLL CALL

3. OPEN FORUM

4. APPROVAL OF MINUTES

5. REPORTS

5a. Executive Director Report

- 1. Post June 30,2026 Events**
- 2. Empower Retirement Plan**
- 3. Resolution Amending the Executive Director's Contract**

5b. General Manager Report

6. NEW BUSINESS

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE SIXTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE OAKLAND-ALAMEDA COUNTY COLISUEM AUTHORITY AND HENRY L. GARDNER, EXTENDING THE TERM FOR UP TO ONE YEAR, WITH A SIX (6%) INCREASE TO THE ANNUAL COMPENSATION FOR A TOTAL AMOUNT NOT TO EXCEED \$214,400.00, WITH A \$332.25 MONTHLY AUTOMOBILE ALLOWANCE.

7. ADJOURNMENT

Oakland-Alameda County Coliseum Authority
Special Board Meeting Minutes
June 26, 2025

CALL TO ORDER

The meeting was called to order at 9:10 am

ROLL CALL

Chair Miley (remote) 9:13 a.m. Commissioner Jenkins
Commissioner Beam Commissioner Haubert (remote)
Commissioner Houston
Commissioner Iglesias

The agenda was taken out of order

NEW BUSINESS

a. **RESOLUTION APPOINTING A VICE CHAIR OF BOARD OF COMMISSIONERS FOR THE REMAINDER OF CALENDAR YEAR 2025** was submitted for approval. Commissioner Houston nominated Commissioner Kevin Jenkins as Vice Chair. Commissioner Haubert seconded the motion. Roll Call: Commissioners: Beam, Haubert, Houston, Iglesias, Jenkins, Miley approved. Motion was approved by 6 votes

OPEN FORUM

Damien Ramey spoke congratulating the success of the Cricket games at the Coliseum. Damien referenced the opportunity of tailgating at Coliseum when the Super Bowl comes to the Bay Area. Commissioner Houston asked Damien to submit his recommendations regarding tailgating.

APPROVAL OF MINUTES

The minutes were submitted May 19, 2025, Commissioner Beam moved to approve, and Commissioner Jenkins seconded the motion. The minutes for April 18, 2025, and May 12, 2025, was submitted for approval. Commissioner Jenkins moved to approve, and Commissioner Beam seconded the motion. Roll Call : Commissioners; Beam, Haubert Houston, Iglesias, Jenkins, and Miley approved. The motion was approved for May19, May 12, and April 18, 2025, minutes by 6 votes.

Reports

Executive Director Henry Gardner gave a complete summary of 2025-2026 FY proposed budget. Mr. Gardner reported that budget is balanced and is expected to have a surplus. Commissioners Iglesias and Beam congratulated Henry and the ASM team for a great job.

b. **RESOLUTION APPROVING THE BUDGET FOR FISCAL YEAR 2025-2026 FOR THE OAKLAND-ALAMEDACOUNTY COLISEUM AUTHORITY** was submitted for approval. Commissioner Haubert moved to approve, and Commissioner Beam seconded the motion. Roll Call: Commissioners: Beam, Haubert, Houston, Iglesias, Jenkins, Miley approved. Motion was approved by 6 votes

c. RESOLUTION APPROVING THE FIRST AMENDMENT TO THE ARENA CONCESSION LICENSE AGREEMENT WITH LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP FOR FOOD AND BEVERAGE CONCESSION SERVICES IN THE OAKLAND ARENA was submitted for approval. Commissioner Jenkins moved to approve, and Commissioner Beam seconded the motion. Roll Call: Commissioners: Beam, Haubert, Houston, Iglesias, Jenkins, Miley approved. Motion was approved by 6 votes

d. RESOLUTION APPROVING A SETTLEMENT AGREEMENT WITH TP WINDOWS, INC. AND AUTHORIZING EXECUTION OF THE SETTLEMENT AGREEMENT BY THE EXECUTIVE DIRECTOR AND PAYMENT OF THE SUM OF \$75,000 TO TP WINDOWS, INC. was submitted for approval. Commissioner Beam moved to approve, and Commissioner Iglesias seconded the motion. Roll Call: Commissioners: Beam, Haubert, Houston, Iglesias, Jenkins, Miley approved. Motion was approved by 6 votes

Reports

General Manager Nicole Strange gave an update to the Board on past, upcoming and canceled events. Ms. Strange informed the board of the upcoming community events: Safe Kids Day and Back to School Day,

Commissioner Haubert request the Ad Hoc committee give a monthly update on events.

ADJOURNMENT

The meeting adjourned at 9:54

Elizabeth Lake / Interim Secretary

July 18, 2025

Honorable Chairperson Nate Miley and Commissioners of the Authority

5.a

1. Post June 30, 2026 Events

We are anticipating the sale of the Coliseum Complex around June 30, 2026, and as such, we are carefully considering which Arena and Stadium events we should commit to after that date. The June 30, 2026, sale date is not absolutely certain because of a variety of factors that may cause the sale date to be moved farther out. Consequently, we want to make certain that we do not end up with months of no activity while the facilities are still under City and County ownership.

To facilitate responding to requests for hold dates beyond June 30, 2026, The Board passed a resolution on May 19, 2025, authorizing the Executive Director to approve hold dates up to December 31, 2026. Given the cost and complexities of operating the Stadium past June 30, 2026, the Board also appointed an Ad Hoc Committee to advise and assist in evaluating which events, and for how long, we should commit.

The Ad Hoc Committee has held one meeting and the second is scheduled for next week. We will keep the Board informed as we proceed.

2. Empower Retirement Plan

As previously reported, the Empower Retirement Plan was created by the predecessor to the Oakland-Alameda County Coliseum Authority, the Oakland-Alameda County Coliseum, Inc. The Plan was established to provide defined retirement benefits to qualified employees of the incorporation. When the Authority was created, the incorporation was dissolved, and the assets and liabilities of the Plan were assumed by the Authority. The assets are currently held and invested by Empower Pension Services, with the administration of the Plan being the responsibility of the Authority. The Plan was set up for a qualified insurance company (previously Prudential) to hold and invest the assets, and to inform the incorporation, later the Authority, of any underfunding and the need to make additional contributions, which we have been required to do for the last four years.

As we prepare for the wind down and dissolution of the Authority, we need to find a qualified insurance company to take over both the administration and investment of the funds; in short,

we need to sell the Plan and have no further obligations to the retirees. We have been exploring this option for over a year and have engaged a consultant to assist in selling the Plan to a qualified insurance company. We are currently reviewing proposals and expect to make a recommendation of a buyer of the Plan in the next few months.

3. Resolution Amending the Executive Director's Contract

At my request, a resolution has been prepared by JPA counsel for your consideration approving and authorizing the sixth amendment to my contract for consulting services extending the term for one year. The amendment provides for a 6% increase in annual compensation for an amount not to exceed \$214,400.00 and a monthly auto allowance of \$332.25. The amendment to the Agreement is also included in the agenda packet

This represents only the second time the compensation has been increased in 6 years. The auto allowance has never been increased. After the first 3 years, at my request, the annual compensation was increased by 4.5%, averaging 1.5% for each of the first 3 years. I should point out that the Board offered a larger increase and I declined. If the proposed resolution is approved, this will represent a 2% increase for the years 2023, 2024, and 2025. This increase is substantially below the increases for senior staff at the City and County for this period and the previous periods. Given the financial condition of the Authority, I trust the Board will find this request as modest.

There is also a new provision in the contract providing for indemnification and hold harmless for acts taken at the direction of the Board.

Respectfully submitted,

Henry L. Gardner
Executive Director

ASM Global Oakland
General Manager's Board Report
July 18, 2025

Event Activity

Added Events:

- Barry Manilow – (July 18, 2025)
- A.R. Rahman – (July 25, 2025)
- Keyshia Cole – (July 31, 2025)
- Nine Inch Nails – (August 6, 2025)
- Shubh – (August 22, 2025)
- Monster Jam – (September 5-7, 2025)
- Mexico vs Japan (Soccer) – (September 6, 2025) (stadium)
- BABYMONSTER – (September 10, 2025)
- NBA YoungBoy – (September 12, 2025)
- Badshah – (September 13, 2025)
- Ice Cube – (September 25, 2025)
- The World of Hans Zimmer – (October 7, 2025)
- Sleep Token – (October 10, 2025)
- Disney on Ice – (October 16-19, 2025)
- **P1 Harmony – (October 21, 2025)**
- Brandy & Monica – (November 8, 2025)
- Burna Boy – (November 18, 2025)
- Oakland Roots (17) Regular Season Home Games (March 22 – October 25, 2025) (stadium)

Postponed (new date):

- El Flaco y El Mimoso: 2 Primos De Cuidado Tour – (August 16, 2025)

Canceled:

- Santa Fe Klan + Shoreline Mafia – (July 26, 2025)
- **Black Women's Summit – (August 2, 2025)**

**OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY
RESOLUTION NO. 2025-14**

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE SIXTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY AND HENRY L. GARDNER, EXTENDING THE TERM FOR UP TO ONE YEAR, WITH A SIX (6%) INCREASE TO THE ANNUAL COMPENSATION FOR A TOTAL AMOUNT NOT TO EXCEED \$214,400.00, WITH A \$332.25 MONTHLY AUTOMOBILE ALLOWANCE.

WHEREAS, on or about August 14, 2019, the Oakland-Alameda County Coliseum Authority (the "Authority") entered into an agreement for interim executive consulting services (the "Agreement") with Henry L. Gardner; and,

WHEREAS, on or about July 17, 2020, the Authority and Mr. Gardner entered into that First Amendment to the Agreement, extending the Term of the Agreement to July 31, 2021; and

WHEREAS, on or about July 16, 2021, the Authority and Mr. Gardner entered into that Second Amendment to the Agreement, extending the Term of the Agreement to July 31, 2022; and

WHEREAS, on or about July 15, 2022, the Authority and Mr. Gardner entered into that Third Amendment to the Agreement, extending the Term of the Agreement to July 31, 2023 and increasing the annual compensation by 4.5%; and

WHEREAS, on or about July 21, 2023, the Authority and Mr. Gardner entered into that Fourth Amendment to the Agreement, extending the Term of the Agreement to July 31, 2024; and

WHEREAS, on or about July 19, 2024, the Authority and Mr. Gardner entered into that Fifth Amendment to the Agreement, extending the Term of the Agreement to July 31, 2025; and

WHEREAS, the Authority has determined that it is in the best interest of the Authority to further extend the duration of the Agreement with Mr. Gardner by one additional year, increase the total compensation by 6%, and add an indemnity clause related to actions taken at the direction of the Authority; and,

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

Section 1. The Authority hereby approves the Sixth Amendment to the Agreement attached to this Resolution and authorizes the execution of the Amendment in substantially the form presented to this meeting, for a term of up to one (1) year and with a not to exceed sum of \$214,400.00 and an automobile allowance of \$332.25 per month, for a total compensation of \$218,387.00.

Section 2. This resolution shall take effect from and after its adoption and approval.

PASSED AND ADOPTED by the Board of Commissioners of the Oakland-Alameda County Coliseum Authority on July 18, 2025 by the following vote:

AYES -

NOES -

ABSENT -

Nate Miley, Chair

ATTEST:

Secretary

DATE: _____

SIXTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS SIXTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES (this "**Amendment**") is entered into effective as of July 18, 2025 (the "**Amendment Date**"), by and between OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY, a California joint powers authority organized pursuant to the California Government Code (the "**Authority**"), and HENRY L. GARDNER, an individual consultant ("**Consultant**").

RECITALS:

A. WHEREAS, the Authority and Consultant entered into that certain Agreement for Consulting Services entered into on or about August 14, 2019 (the "**Agreement**"), relating to the provision of certain services analogous to organizational leadership services typically performed by an executive director (the "**Work**"), said Work being more particularly described in the Agreement;

B. WHEREAS, the Authority and Consultant amended the Agreement by that First Amendment to Agreement entered into as of July 17, 2020, to extend the Term to July 31, 2021; and

C. WHEREAS, the Authority and Consultant amended the Agreement by that Second Amendment to Agreement entered into as of July 16, 2021, to extend the Term to July 31, 2022;

D. WHEREAS, the Authority and Consultant amended the Agreement by that Third Amendment to Agreement entered into as of July 15, 2023, to extend the Term to July 31, 2023; and

E. WHEREAS, the Authority and Consultant amended the Agreement by that Fourth Amendment to Agreement entered into as of July 21, 2023, to extend the Term to July 31, 2024;

F. WHEREAS, the Authority and Consultant amended the Agreement by that Fifth Amendment to Agreement entered into as of July 19, 2024, to extend the Term to July 31, 2025; and

G. WHEREAS, based upon the annual review of Consultant conducted by Authority, the Authority desires to further amend the Agreement to again extend the term of the Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Authority and Consultant agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals shall be incorporated as though fully set forth herein.

2. **Extension of Term of Amendment.** Notwithstanding any language to the contrary in the Agreement, the term of performance of the Agreement is hereby modified to expire on July 31, 2026 (the "**New Expiration Date**").

3. **Compensation.** Effective as of August 14, 2025, Section 3 is hereby deleted and replaced with the following:

3. COMPENSATION: The Authority shall pay Consultant an aggregate amount of Not To Exceed Two Hundred Fourteen Thousand Four Hundred Dollars and Zero Cents (\$214,400.00) per annum. Such maximum compensation includes Consultant's ordinary and necessary transportation and commuting expenses, personal direct out of pocket expenses and costs incurred in the ordinary course of work; provided, however,

reasonable and necessary business expenses directly related to, or in furtherance of, the business of the Authority shall be reimbursed by the Authority on case by case basis upon presentation of appropriate documentation. The incurrence by Consultant of additional or extraordinary expenses above what is now contemplated shall be governed by Paragraph hereof. In addition to the foregoing compensation, Consultant shall receive monthly automobile allowance of Three Hundred Thirty-Two Dollars and Twenty-Five Cents (\$332.25). Payment of the automobile allowance shall be made in arrears.

3. **Indemnity.** Notwithstanding any language to the contrary in the Agreement, Section 15 is hereby deleted and replaced with the following:

15. LIMITATION OF LIABILITY: The Authority agrees that Consultant shall not be liable to it for any claims, liabilities or expenses relating to this Agreement for an aggregate amount in excess of the fees paid or payable by the Authority to Consultant pursuant to this Agreement, except to the extent finally judicially determined to have resulted primarily from the gross negligence, bad faith or intentional misconduct of Consultant.

The Authority agrees to indemnify, defend (with counsel of its choice), and hold harmless Consultant from and against any and all claims and losses arising out of or in connection with actions to book events at the Arena and/or Stadium taken at the direction of, or with approval of, the Authority, except to the extent such claims or losses arise from the gross negligence or willful misconduct of Consultant or from actions that exceed the Authority's direction or approval.

Reciprocity of the provisions of this paragraph shall apply in favor of the Authority. In no event shall either party or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense relating to this Agreement, except to the extent that party or its personnel shall be determined to be liable for fraud, willful misconduct, or intentional misrepresentation or malfeasance.

4. **General Provisions.**

4.1 **Full Force and Effect; Conflict.** Except as amended by this Amendment, the Agreement as modified by the First, Second, and Amendments and herein remains in full force and effect and is hereby ratified by the Authority and Consultant. In the event of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control.

4.2 **Capitalized Terms.** Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

4.3 **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of California without reference to its conflict of laws principles.

4.4 **Attorneys' Fees.** In the event of litigation arising out of or in connection with this Amendment, the prevailing party shall be awarded reasonable attorneys' fees, costs and expenses in accordance with Section 16 of the Agreement.

4.5 **Successors and Assigns.** This Amendment shall, subject to the terms and conditions of the Agreement, be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

4.6 **Entire Agreement.** The Agreement, as amended by this and prior Amendments, contains the entire agreement of the Authority and Consultant with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by the Authority and Consultant.

4.7 Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.8 Facsimile/Digital/.PDF Signatures. This Amendment may be executed by facsimile, digital, and/or .pdf signatures which shall be binding as originals on the parties hereto.

IN WITNESS WHEREOF, the Authority and Consultant have caused this Fifth Amendment to be executed as of the Amendment Date.

AUTHORITY:

OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY

ATTEST:

By: _____
Name: Nate Miley
Title: Chair

Name: _____
Title: _____

CONSULTANT:

Henry L. Gardner

APPROVED AS TO FORM AND LEGALITY:
RYAN RICHARDSON, CITY ATTORNEY

By: _____
Jordan Flanders
Senior Deputy City Attorney

APPROVED AS TO FORM:
DONNA R. ZIEGLER, COUNTY COUNSEL

By: _____
Andrea L. Weddle, Chief Assistant