

Oakland-Alameda County Coliseum Authority

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY Zoom Meeting

NOTICE AND AGENDA BOARD OF COMMISSIONERS June 17, 2022 Friday 8:30 a.m.

You are invited to a Zoom webinar.

When: Jun 17, 2022 08:30 AM Pacific Time (US and Canada)

Topic: OACCA Board Meeting 6.17.22

Please click the link below to join the webinar:

https://us06web.zoom.us/j/87959755564?pwd=TWJMNldFQzdIS3dtSjhlRFdQYXJpUT09

Passcode: 835639 Or One tap mobile:

US: +16699006833,,87959755564#,,,,*835639# or +12532158782,,87959755564#,,,,*835639#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715

8592 or +1 312 626 6799 Webinar ID: 879 5975 5564

Passcode: 835639

International numbers available: https://us06web.zoom.us/u/ky7wFsqPg

1. CALL TO ORDER

2. ROLL CALL

3. ACTION ITEM

RESOLUTION ADOPTING FINDINGS REGARDING SOCIAL DISTANCING AND PUBLIC HEALTH ARISING FROM THE COVID-19 PANDEMIC WHICH WARRANT THE CONTINUATION OF REMOTE (TELECONFERENCED) PUBLIC MEETINGS BY THE AUTHORITY UNDER THE BROWN ACT

4. OPEN FORUM

5. APPROVAL OF MINUTES

6. REPORTS

- **6a. Executive Director Report**
- 1. Budget Proposal for FY 2022-2023
- 2. AEG Agreement Amendment
- 3. Response to A's letter May 12, 2022
- 6b. General Manager Report

7. NEW BUSINESS

7a RESOLUTION APPROVING THE BUDGET FOR FISCAL YEAR 2022-2023 FOR THE OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

7b. RESOLUTION APPROVING THE SECOND AMENDMENT TO AGREEMENT WITH AEG MANAGEMENT OAKLAND, LLC FOR MANAGEMENT SERVICES FOR THE COLISEUM COMPLEX FOR A SPECIFIED TERM.

7c. RESOLUTION APPROVING THE THIRD AMENDMENT TO AGREEMENT WITH MACIAS GINI & O'CONNELL LLP FOR AUDIT SERVICES FOR THE OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY AT A COST NOT TO EXCEED \$161,264.00

8. ADJOURNMENT

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

RESOLUTION NO. 2022-7

RESOLUTION ADOPTING FINDINGS REGARDING SOCIAL DISTANCING AND PUBLIC HEALTH ARISING FROM THE COVID-19 PANDEMIC WHICH WARRANT THE CONTINUATION OF REMOTE (TELECONFERENCED) PUBLIC MEETINGS BY THE AUTHORITY UNDER THE BROWN ACT

- 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 Governor declared a state of emergency due to COVID-19 on March 4, 2020, which state of emergency is continuing; and
- **WHEREAS**, due to the COVID-19 variants, which have been circulating in Alameda County and nationwide, many pandemic restrictions, including on-going recommendations for social distancing as one method to reduce the risk of COVID-19 transmission, remain in place; and
- WHEREAS, public meetings involve many people in shared indoor spaces for extended periods of time, where close contact raises the risk of spread of COVID-19, where there is a need to allow those who are immunocompromised or unvaccinated to participate in public meetings safely and fully, and where there remains a challenge of fully ascertaining and ensuring compliance with vaccination and other safety recommendations at such meetings; and
- WHEREAS, remote or teleconference meetings are consistent with the California Division of Occupational Safety and Health (Cal/OHSA) Emergency Temporary Standards requirement that employers train and instruct employees that the use of social distancing helps combat the spread of COVID-19 (8 Cal. Code Regs. 3205(c)(5)(D);
- **WHEREAS**, on September 16, 2021 the Governor signed into law Assembly Bill 361 (AB 361, Chapter 165, Statutes of 2021) which amended the Brown Act to allow for continued use of teleconferenced meetings by Brown Act bodies without providing a physical location for the public through January 31, 2024, under certain conditions; and
- WHEREAS, the permitting conditions in AB 361 include factors such as a continued declaration of emergency, and findings by the local legislative body every 30 days that meeting in person would present imminent risks to the health or safety of attendees or that state or local officials have imposed or recommended measures to promote social distancing;
- **NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners does hereby resolve, declare and determine as follows:
- A. That the Authority finds that the public health, safety and welfare support continual social distancing as a result of the transmissibility of the COVID-19 virus, such that inperson meetings create a health risk.

B.	That	the	Authority	will	continue	to	meet	virtually	to	allow	its	members	and
members of th	ne pub	lic to	avoid ex	posui	re to COV	ID-	19 and	maintain	so	cial dis	stan	cing.	

C. While meeting virtually the Authority will adhere to the applicable open meeting requirements, including those in AB 361.

PASSED AND ADOPTED by the governing board of the Oakland-Alameda County Coliseum Authority, this 17th day of June, 2022, by the following majority vote:

The state of the s	and the same, making the voice.
Ayes:	
Noes:	
Absent:	
	NATE MILEY, CHAIR
ATTEST:	
SECRETARY	



Oakland-Alameda County Coliseum Authority

Oakland-Alameda County Coliseum Authority May 20, 2022 Zoom Board Meeting Minutes

CALL TO ORDER

Vice Chair Kaplan called the meeting to order at 8:35

ROLL CALL

Chair Miley 8:37 a.m. V. Chair Kaplan Commissioner Iglesias Commissioner Haubert Commissioner Hill Commissioner Reid Commissioner Thompson

NEW BUSINESS

RESOLUTION ADOPTING FINDINGS REGARDING SOCIAL DISTANCING AND PUBLIC HEALTH ARISING FROM THE COVID-19 PANDEMIC WHICH WARRANT THE CONTINUATION OF REMOTE (TELECONFERENCED) PUBLIC MEETINGS BY THE AUTHORITY UNDER THE BROWN ACT was submitted for approval. Commissioner Kaplan moved to accept, and Commissioner Haubert seconded the motion. Roll Call: Commissioners: Miley, Kaplan, Haubert, Reid, Thompson, Hill, and Iglesias approved. The motion was approved by 7 aye votes.

OPEN FORUM

Dave Kavel spoke regarding maintenance and operational issues at the stadium. Mr. Kavel stressed the importance of addressing and correcting the issues as soon as possible.

APPROVAL OF MINUTES

The minutes for April 15, 2022, was submitted for approval. Commissioner Kaplan moved to approve, and Commissioner Reid seconded the motion. Roll Call: Commissioners: Miley, Kaplan, Haubert, Reid, Hill, Thompson, and Iglesias approved. The motion was approved by 7 aye votes.

<u>Reports</u>

<u>6.A</u>

1.Executive Director Henry Gardner addressed and summarized the budget report for OACCA.

Commissioners Reid and Iglesias complemented ED Gardner and GM Strange and their teams for the outstanding work and accomplishments

- 2. Executive Director, Henry Gardner addressed the Mandatory Vaccination Ordinance, which was lifted May 3, 2022, and became effective May 17, 2022.
- 3.Executive Director Gardner addressed the operations, condition, and finance of the 55 year Collseum Complex facility. Mr. Gardner commended the ASM team on the successful 2 day Paul McCartney concert

<u>6.B</u>

General Manager Nicole Strange reported to the Board on all past and upcoming events and concerts. Ms. Strange spoke on the increase of concert and events at the facility. Ms. Strange highlighted the success of recent concerts, Paul McCartney and Pearl Jam

7. NEW BUSINESS

RESOLUTION APPROVING A SETTLEMENT AND RELEASE AGREEMENT WITH GOLDEN STATE WARRIORS, LLC AND AUTHORIZING EXECUTION OF THE AGREEMENT BY THE CHAIR ON BEHALF OF THE AUTHORITY was submitted for approval, Commissioner Kaplan moved to approve, and Commissioner Reid seconded the motion. Roll Call: Miley, Kaplan, Reid, Thompson, and Iglesias approved. Commissioner Hill abstained. The motion was approved by 5 votes

<u>ADJOURNMENT</u>	
Meeting adjourned at 9:11a.m.	
	Erin Roseman /Secretary

June 17, 2022

Honorable Chairperson Nate Miley and Commissioners of the Authority

6.a

1. Budget Proposal for FY 2022-2023

Staff has prepared for your approval the adoption of the proposed budget for FY 2022-2023. The proposed budget is \$40,726,000 which represents a modest increase of two and a half percent (2.5%) over the current budget of \$39,717,000. The budget is balanced as proposed.

We are currently challenged by the on-going coronavirus and its multiple subvariants. These challenges, notwithstanding, we are gradually building back the AEG staffing from the fifty-nine percent (59%) reduction the first full year of COVID-19. We have been very successful booking events at the Arena and that pace continues. The A's are playing their full season games and we have had a few very successful events in the Stadium.

The revenues for next fiscal year are in line with the current fiscal year. The Warriors debt service payment of \$10,100,000, the A's rent of \$1,250,000, advertising of \$1,000,000, facility fees of \$2,450,000, and naming rights of \$1,250,000 make up the majority of the on-going revenues. We also have fund balance of approximately \$4,000,000 which we recommend be applied to reduce the City and County subsidy by \$2,000,000 each.

Major expenses for next fiscal year are largely in line with expenses for the current fiscal year. Administration is \$900,000, which includes a retirement payment for previous employees of the governance structure prior to 1995 in the amount of \$485,000, management fees are \$1,314,000, capital outlay is \$6,218,000, which is a major increase from the current year and includes estimates for the Arena roof replacement and sealing of the plaza area. These two expenses will be covered by the savings from the refunding of the Stadium bonds last December.

Staff is confident that the revenues and expenditures are reasonably projected and as always, somewhat conservative. We recommend approval of the resolution adopting the budget for FY 2022-2023.

2. AEG Agreement Amendment

Submitted for your approval is the Second Amendment to the Coliseum Complex Management Agreement. The original agreement was entered into in June 2012 and amended in April

2016. The amendment expires on June 30, 2022. We recommend that the Agreement be amended to provide for a four (4) year contract period expiring on June 30, 2026.

The principal changes in the Second Amendment are increasing the amounts in which bids are required to \$50,000 or more for construction or repairs and at least three (3) estimates for \$15,000 but less than \$50,000. Given the substantial increases in construction and maintenance costs since 2012, raising these amounts is reasonable.

Insurance coverage limits are also increased in this Amendment. We are requiring AEG to increase the coverage for commercial liability insurance from \$1,000,000 to \$2,000,000, comprehensive automobile bodily injury and property damage from \$1,000,000 to \$2,000,000, and excess umbrella liability insurance from \$5,000,000 to \$10,000,000. These increased coverage amounts are justified given the old amounts were established several years ago and the continuing rising costs of exposure.

AEG has met and in many cases exceeded the performance requirements of the Agreement and has worked very hard to generate revenues and control expenditures during this trying COVID-19 period.

We recommend approval of the Amendment.

3. Response to A's Letter May 12, 2022

Stadium seats:

The stadium seats were initially installed in 1996. Every game, the facility stagehands repair broken

seats as they are reported to us. Most times the seats are fixed on the spot, however, there are some

areas (most recently noted on social media) in which the seats need further work to be repaired and are sometimes out of commission for several games. Of particular note are the section of seats right behind home plate in Sections 116 -118. The first few rows of these sections have the seats bolted to a steel base that has many areas of corrosion (see attached photos). Unless this steel base is resurfaced or otherwise strengthened, we will likely continue to have seating issues in this highly popular location.

- We are currently getting multiple estimates to repair the PDM flooring behind home plate. There are multiple approaches to address the wear and tear of the flooring in this area. This is the steel section that was removed for every Raiders game and installed for every A's game.
- The flooring material used to construct these particular sections to accommodate the conversion to/from football and baseball is eroding due to the outdoor elements.

Plumbing and water leakage issues:

With our facility aged at 56 years, we have continuous plumbing and water leakage issues. In the off-season during the rain season, we experience water leakage throughout the entire complex. Of particular note are the areas of Aramark storage and office areas, A's Arena offices, A's clubhouse areas, the Eastside Club, the A's batting cage and the Shibe Park Tavern/Westside Club. These issues are addressed as they come up, but as we have seen in the Eastside Club, there is a concern for mold in all of these areas as the leakage continues.

We also continue to experience plumbing back ups in the food and beverage stands, leaking pipes, and leaking sinks. When these issues happen, we contact the facility engineers to see what can be done. Many times there is a dispute on who is actually responsible. When these issues happen, we usually have to shut down the food stand until fixed, causing customer service issues with our fans.

We continue to see ground water leakage on the field level. It seeps into the grounds areas and creates a slip issue for guests and baseball staff behind the Diamond Level area. This is due to the field being 22 feet below sea level and the ground water rising over the years.

Finally, our field irrigation system is now over 26 years old. We periodically have emergency breaks in the field water system that needs immediate attention. This happens about 3-5 times a year. We have been fortunate that these breaks happen outside the games, but there is always a chance for this to

interfere with the playing of our games.

- Any and all reports of mold anywhere are addressed immediately. Areas are quarantined with restricted access until our vender can remediate the mold as fast as possible.
- The +78 (upper east 300s) expansion joint repairs started on May 25. The expansion joint
 is the area that has been identified where water intrusion is occurring into the East Side
 Club. The project will remove the material inside of the expansion joint and it will be
 replaced with new material to create a tighter seal to prevent water from leaking into the
 space.
- The westside expansion joint (west 300s) is currently being inspected by a vendor to identify the appropriate solution to address the water leakage
- It's our understanding Aramark shall maintain and repair the Concession Premises and all
 other furniture, fixtures and equipment used by Aramark and the costs of such routine
 maintenance and repair shall be considered Direct Operating Costs. When our team is
 called to respond to these backups, negligence by the concessionaire staff is often found
 as the cause of the issue.
- The field irrigation system is a top priority. If issues are reported, our engineering team promptly addresses them.

Property security:

There has been an uptick in intrusions into our facility lately. There is one individual (photo attached) that I am aware has been here at least three times in the last couple of months. He

There is also the homeless encampment issue on Baldwin St. leading into the Coliseum that we have all been working on with the City of Oakland to clean up soon.

- The property landscaper will be installing 22,000 square feet of ice plant flats between A
 Gate and D Gate. This project will start in June.
- Drought resistant plants and mulch will be replacing the grass at the sod farm to the right of the 66th Ave Entrance. This project will start in June.

Cats and moths:

It is well documented that there is a large cat population on the property. We all want to make sure to contain them without them making a mess inside the stadium. We are still getting many reports throughout the stadium for cat feces.

In addition to the cat issue, we also have seen a significant uptick in moths. They are found everywhere inside the stadium and are very present near the stadium light standards on night games. We are not sure what can be done, but wanted it noted that it has become an issue. These are all important issues to us. Please let me know what we will be able to do to mitigate these issues.

- Oakland Animal Services and Island Cat are conducting the trap-spay/neuter-return method to stabilize the existing colony and stop the cats' reproduction.
- The property pest control company has been notified of the moths on-site.

Finally, I have been asked to see if you are able to provide us with the plan for capital expenditures for the facility for this year and a list of the capital expenditures for the entire facility for the past 5 years.

Let me know if you have any questions on any of these items.

• The request for capital expenditures is included with this report.

Respectfully submitted,

Henry L. Gardner Executive Director

AEG Invoice Date	Amount	Description
7/31/2017	517.50	B1808 Emerg. CCTV Svc. PO 1
7/31/2017	517.50	B1808 Emerg. CCTV Svc. PO 1
7/31/2017	16,630.25	B1706 Flash Tech. Support PO 35
7/31/2017	16,630.25	B1706 Flash Tech. Support PO 35
8/31/2017	3,159.68	B1808 Emerg. Repair -Owner's Suite
8/31/2017	3,159.68	B1808 Emerg. Repair -Owner's Suite Install Removable Bollard & Storage Rack
8/31/2017	7,265.00	mstail Nemovable Bollaid & Storage Nack
8/31/2017	199,290.32	Repaint the back and sides of the north & south scoreboards.
8/31/2017	15,000.00	Mobile App Development-Final Payment
8/31/2017	41,897.53	B1806 - Metal Detectors Sec. PO 4
8/31/2017	41,897.53	B1806 - Metal Detectors Sec. PO 4
9/30/2017	345.00	B1808 Emerg. Repairs Sec. Cameras 8/23/17
9/30/2017	345.00	B1808 Emerg. Repairs Sec. Cameras 8/23/17
9/30/2017	1,312.87	B1808 Emerg. Repair Sec. Cameras 8/30/17 PO 8
9/30/2017	1,312.87	B1808 Emerg. Repair Sec. Cameras 8/30/17 PO 8
9/30/2017	2,228.29	B1808 Emerg. Repairs Sec. Cameras 8/31/17 PO 8
9/30/2017	2,228.29	B1808 Emerg. Repairs Sec. Cameras 8/31/17 PO 8
9/30/2017	115.00	B1808 Emerg. Repair Sec. Cameras 8/29/17
9/30/2017	115.00	B1808 Emerg. Repair Sec. Cameras 8/29/17
9/30/2017	143.75	B1808 Emerg. Repairs Sec. Cameras 8/3/17 PO 8
9/30/2017	143.75	B1808 Emerg. Repairs Sec. Cameras 8/3/17 PO 8
9/30/2017	230.00	B1808 Emerg. Repairs Sec. Camera 9/20/17 PO 8
9/30/2017	230.00	B1808 Emerg. Repairs Sec. Camera 9/20/17 PO 8

8/31/2017	50,000.00	S1828 - A's New Stadium Handrails
10/31/2017	9,878.99	B1805 Blk. Jacket Covers Steel Barriers PO 6
10/31/2017	9,878.99	B1805 Blk. Jacket Covers Steel Barriers PO 6
10/31/2017	7,425.06	B1813 Tensa Barrier Post PO 7
10/31/2017	7,425.06	B1813 Tensa Barrier Post PO 7
10/31/2017	50,000.00	S18-05 2nd Pymt. Handrails Proj.
10/31/2017	14,982.25	S18-11 Blk. Folding Chairs & Storage Cart PO 3
11/30/2017	3,707.35	B1804 Equip. Acoustics Set PO 13
11/30/2017	3,707.35	B1804 Equip. Acoustics Set PO 13
11/30/2017	300.00	B1804 Equip Test & Trouble Shoot
11/30/2017	300.00	B1804 Equip Test & Trouble Shoot
11/30/2017	1,660.34	B1804 Equip Test & Trouble Shoot
11/30/2017	1,660.34	B1804 Equip Test & Trouble Shoot
11/30/2017	1,726.81	Custom printed bike rack covers
11/30/2017	1,726.81	Custom printed bike rack covers
11/30/2017	2,440.77	B1812 Currency Counter PO 16
11/30/2017	2,440.77	B1812 Currency Counter PO 16
11/30/2017	33,913.41	S1810 Sound Sys. Amplifer PO 9
11/30/2017	3,200.00	S1812 Demo. Existing camera room floor & Install ne floor. PO 2
12/31/2017	73,487.88	S1813 Tennant Scrubber PO 11
12/31/2017	15,000.00	B1801 Flash Study Support 2nd. Pymt PO 35
12/31/2017	15,000.00	B1801 Flash Study Support 2nd. Pymt PO 35
12/31/2017	25,998.77	B1803 Forklift Puurchase PO 45
12/31/2017	25,998.77	B1803 Forklift Puurchase PO 45
12/31/2017	13,386.62	B1803 Forklift Purchase Propane PO 46

12/31/2017	13,386.63	B1803 Forklift Purchase Propane PO 46 Scanning services, check#14813 12/28/17
12/31/2017	4,000.00	
12/31/2017	14,091.28	S1801 Field Lights
12/31/2017	38,758.19	S1810 Sound Sys Amp. & Control Upgrade PO 9
12/31/2017	8,517.75	S1812 Dispatch New Workstations PO 10 Install 6" Condensation Lines
1/31/2018	44,886.00	Install o Condensation Lines
1/31/2018	2,490.00	Reconstruction Service Inv# RS17277-1 to B1800.
1/31/2018	2,490.00	Reconstruction Service Inv# RS17277-1 to B1800.
1/31/2018	1,924.98	Purchased Zebra TC56 Touch Comp. for HR Dept.
1/31/2018	1,924.98	Purchased Zebra TC56 Touch Comp. for HR Dept.
1/31/2018	230.00	B18-08 Svc. Call 11/16/17
1/31/2018	230.00	B18-08 Svc. Call 11/16/17
1/31/2018	230.00	B18-08 Svc. Call 11/17/17
1/31/2018	230.00	B18-08 Svc. Call 11/17/17
1/31/2018	575.00	B18-08 Svc. XCall 11/30/17
1/31/2018	575.00	B18-08 Svc. XCall 11/30/17
1/31/2018	575.00	Low Voltage-Emerg. Repair Cameras at Bart to B1808.
1/31/2018	575.00	Low Voltage-Emerg. Repair Cameras at Bart to B1808.
1/31/2018	6,425.00	Paving Proj. B18-15 \$12,850.00 75005-810 \$2000.00
1/31/2018	6,425.00	Paving Proj. B18-15 \$12,850.00 75005-810 \$2000.00 S18-10 Stadium Sound Sys. PO 9
2/28/2018	14,534.32	S18-10 Stadium Sound Sys. PO 9
2/28/2018	9,689.55	oro to otadian obana bys. I o o
3/31/2018	67,799.00	S18-15 Freight Car Replacement. PO 24
3/31/2018	10,025.28	B1807 Intercom Sys. Box Off. PO 21
3/31/2018	10,025.28	B1807 Intercom Sys. Box Off. PO 21

		B1815 Remove & Replc. Asphalt PO 23
3/31/2018	63,575.00	B1815 Remove & Replc. Asphalt PO 23
4/30/2018	63,575.00	Dioto Remove a Repie. Aspirair 1 0 25
4/30/2018	32,991.81	B1806 Metal Detectors PO 20
4/30/2018	32,991.81	B1806 Metal Detectors PO 20
4/30/2018	1,917.33	Electrical supplies for light fixtures in the stadium.
4/30/2018	730.94	Electrical supplies for light fixtures in the stadium.
4/30/2010	730.34	Electrical supplies for light fixtures in the stadium.
5/31/2018	1,940.28	
5/31/2018	6,573.37	B1808 install PTZ Cameras PO 28
5/31/2018	6,573.37	B1808 Install PTZ Cameras PO 28
6/30/2018	3,940.00	Recl Urban Waterproofing on Bidg Repairs
6/30/2018	68,138.50	B18-15 Remove & Replc. Asphalt PO 23
6/30/2018	68,138.50	B18-15 Remove & Replc. Asphalt PO 23 S18-00 Reimb. A's 20% Defibrillator Cost
6/30/2018	4,685.73	316-00 Reinib. As 20% Delibiliator Cost
6/30/2018	150 976 00	S18-22 Reimb. A's Maint. Fund PO 32
0/30/2010	150,876.00	S18-23 Reimb. A's Treehouse Video Wall PO 31
	30,000.00	

AEG Invoice Date	Amount	Description
7/31/2018	1,293.15	B18-08 Upgrade B/O Door Access PO 26
7/31/2018	1,293.15	B18-08 Upgrade B/O Door Access PO 26
7/31/2018	16,489.68	B19-03 Water Filled Barriers PO 21570
7/31/2018	16,489.69	B19-03 Water Filled Barriers PO 21570
9/30/2018	3,491.14	B1905 Install Camera Svc. PO 22076
9/30/2018	3,491.14	B1905 Install Camera Svc. PO 22076
10/31/2018	11,769.79	B1812 - Anti drone system
10/31/2018	11,769.80	B1812 - Anti drone system
10/31/2018	3,058.50	B1900 Chain Link Fence Repair
10/31/2018	3,058.50	B1900 Chain Link Fence Repair B1900 Fiber cable installation for upgraded internet circuit
10/31/2018	2,695.50	B1900 Fiber cable installation for upgraded internet circuit
10/31/2018	2,695.50	Purchased 20 32" & 40" Samsung TVs
10/31/2018	3,817.04	Purchased 20 32" & 40" Samsung TVs
10/31/2018	3,817.04	Tulonased 20 02 'k 40 Cambung 173
10/31/2018	12,782.52	B1908 Install Display B/O PO 3 B1908 Install Display B/O PO 3
10/31/2018	12,782.52	B1909 Replace Panel Fin A PD6500i Gray
10/31/2018	3,177.50	B1909 Replace Panel Fin A PD6500i Gray
10/31/2018	3,177.50	Install Hipeplus/PZ Metal Detector
10/31/2018	5,101.15	Install Hipeplus/PZ Metal Detector
10/31/2018	5,101.15	Install Hipeplus/PZ Metal Detector
10/31/2018	5,101.14	Install Hipeplus/PZ Metal Detector
10/31/2018	5,101.15	metan inpopulari a Motal Detaclos

10/31/2018	22,682.93	S19-08 Pump Repair
11/30/2018	862.50	Service Call - Drone System Sensor
11/30/2018	862.50	Service Call - Drone System Sensor
11/30/2018	3,950.00	Equip & Mach Welder Dumpter
11/30/2018	3,950.00	Equip & Mach Welder Dumpter
11/30/2018	1,063.50	Gen Building Repairs Fence & Gate
11/30/2018	1,063.50	Gen Building Repairs Fence & Gate
11/30/2018	1,413.50	Gen Building Repairs Fence & Gate
11/30/2018	1,413.50	Gen Building Repairs Fence & Gate
11/30/2018	5,462.50	B19-99 Modify Container Storage PO 6
11/30/2018	5,462.50	B19-99 Modify Container Storage PO 6
11/30/2018	71,991.00	S-18-03 Replc. 40-Ton Box Car
11/30/2018	86,693.00	S18-03 Replc. 4-Ton Box Car
11/30/2018	3,920.00	Inspect Forklift Fab. Duct Work
11/30/2018 11/30/2018	1,113.97 6,710.06	Laminate Glass L71 Suite Equipment Power soft Amps
11/30/2018	7,465.00	Emergency Inject Cracks Due to Water Intrusion
12/31/2018	818.50	B1900 - Roll Gate Repair
12/31/2018	818.50	B1900 - Roll Gate Repair
12/31/2018	5,083.50	B1900 - Install Poles ADA Stalls
12/31/2018	5,083.50	B1900 - Install Poles ADA Stalls
12/31/2018	1,750.00	B1900 - Troubleshooting Marquee
12/31/2018	1,750.00	B1900 - Troubleshooting Marquee
12/31/2018	4,237.50	B1900- BART Bridge Inspection
12/31/2018	4,237.50	B1900- BART Bridge Inspection
12/31/2018	975.00	B1900- BART Bridge Inspection

		B1900- BART Bridge Inspection
12/31/2018	975.00	
12/31/2018	67,799.00	S1815 A's Freight Car Replacement S1900 Duct Repair Section 146
12/31/2018	2,613.00	31300 Duct Nepall Section 140
12/31/2018	40,440.00	B1900 Bart Bridge Inspection refund check.
1/31/2019	(975.00)	- ·
1/31/2019	(975.00)	B1900 Bart Bridge Inspection refund check.
1/31/2019	16,638.95	B1904 W/T to Daktroncs - Project Marquee Dispaly Board.
1/31/2019	16,638.95	B1904 W/T to Daktroncs - Project Marquee Dispaly Board.
1/31/2019	55,482.28	B1904 W/T to Daktroncs - Project Marquee Dispaly Board.
1/31/2019	55,482.29	B1904 W/T to Daktroncs - Project Marquee Dispaly Board.
1/31/2019	89,700.00	B1907 Asphalt Grind & Replace. Lots PO 9
1/31/2019	89,700.00	B1907 Asphalt Grind & Replace. Lots PO 9
2/28/2019	4,653.75	B1900 Golf Car Purchase \$9370.50 Use Tax (807.50)
2/28/2019	4,653.75	B1900 Golf Car Purchase \$9370.50 Use Tax (807.50)
2/28/2019	2,747.17	B1900 Troubleshoot Outage MarqueeRemove & REplc.
2/28/2019	2,747.18	B1900 Troubleshoot Outage MarqueeRemove & REplc.
2/28/2019	3,766.43	B1900 Compactor Repair PO 22352 & 22608
2/28/2019	3,766.43	B1900 Compactor Repair PO 22352 & 22608
2/28/2019	.1,800.00	Visual Inspec Light Tower & Report PO 22183
2/28/2019	12,113.64	S19-01 Field Lights PO10
2/28/2019	4,290.25	S19-01 Field Lights PO 0 B19-02 Passenger Shuttles PO 14
3/31/2019	17,993.48	B19-02 Passenger Shuttles PO 14
3/31/2019	17,993.48	BTO-02 F dasenger Ondities FO 14
3/31/2019	12,386.25	B1906 Guard Booth Purchase PO 23 Use Tax \$-1100.38
3/31/2019	12,386.26	B1906 Guard Booth Purchase PO 23 Use Tax \$-1100.38

3/31/2019	7,118.26	B1906 Guard Booth Purchase \$14236.53 Use Tax -\$1264.75
3/31/2019	7,118.27	B1906 Guard Booth Purchase \$14236.53 Use Tax -\$1264.75
3/31/2019	7,278.30	B1906 Guard Booth Purchase \$14556.61 Use Tax \$-1293.18
3/31/2019	7,278.31	B1906 Guard Booth Purchase \$14556.61 Use Tax \$-1293.18
3/31/2019	2,195.00	B1906 Concrete Repair
3/31/2019	2,195.00	B1906 Concrete Repair
3/31/2019	1,560.00	S1901 Swing Stage Equip. Rental 3/19-20/19 PO 36
3/31/2019	954.96	S1902 Leak Evaluation 2/12/19
3/31/2019	19,199.00	S1902 Waterproofing Svc. PO 13
3/31/2019	50,000.00	S1905 Remove & Replace. Elev. Drive Unit PO 28
4/30/2019	1,513.28	B1900 Signage Sec. Dept. PO 34
4/30/2019	1,513.28	B1900 Signage Sec. Dept. PO 34
4/30/2019	17,384.58	B1901 5000 Lb. Forklift PO 20
4/30/2019	17,384.59	B1901 5000 Lb. Forklift PO 20
4/30/2019	2,862.35	B1902 Cart Purchase PO 14
4/30/2019	2,862.35	B1902 Cart Purchase PO 14
4/30/2019	33,277.90	B1904 W/T Out to Dactronics Inv# 6827728 dated 4.8.19
4/30/2019	33,277.90	B1904 W/T Out to Dactronics Inv# 6827728 dated 4.8.19
4/30/2019	110,964.56	Record Final W/T to Toshiba Project #B1904.
4/30/2019	110,964.57	Record Final W/T to Toshiba Project #B1904.
4/30/2019	6,996.31	B1904 Final Wire Transfer to Dactronics
4/30/2019	6,996.32	B1904 Final Wire Transfer to Dactronics
4/30/2019	18,494.09	B1904 Final Wire Transfer to Toshiba
4/30/2019	18,494.10	B1904 Final Wire Transfer to Toshiba
4/30/2019	13,925.00	B1907 Concrete Slabs - Asphalt Parking Lot

4/30/2019	13,925.00	B1907 Concrete Slabs - Asphalt Parking Lot
4/30/2019	49,316.94	S1903 Audio ESC Control Upgrade PO 22
4/30/2019	19,651.00	S1905 Motor Drive Unit Failed
4/30/2019	2,079.06	S1909 - C&C Pay PT Cap Exp 05.01.19 Stdium Bleachers
4/30/2019	1,500.00	C&C Pay PT Salaries Accruals 04.30.19 Stadium Bleachers
4/30/2019	60,453.32	S1912 Deposit Sound Sys. Upgrade
5/31/2019	6,120.34	B1905 Cameras Down Serv. Call 4/11/19
5/31/2019	6,120.35	B1905 Cameras Down Serv. Call 4/11/19
5/31/2019	8,867.97	B19-05 Cameras Down Serv. Call 4/11/19
5/31/2019	8,867.97	B19-05 Cameras Down Serv. Call 4/11/19
5/31/2019	2,485.00	S1902 Weight Rm. A's PO 42
5/31/2019	1,386.04	C&C Pay PT Cap Exp B2 05.15.19 Stadium Bleachers
5/31/2019	(1,500.00)	C&C Pay PT Salaries Accrual Reversal 04.30.19 Stadium Bleachers
6/30/2019	18,366.73	B19-05 Upgrade CCTV System PO 43
6/30/2019	18,366.74	B19-05 Upgrade CCTV System PO 43
6/30/2019	13,040.45	S19-00 Trench Drain Field Level PO 40
6/30/2019	5,615.91	S19-00 Emerg. Repair Light Tower PO 44
6/30/2019	1,950.21	S19-00 Emerg. Repair Light Tower PO 44
6/30/2019	146,384.26	S-1907 - Maint. Fund Reimb. 2019
6/30/2019	24,200.00	S19-09 PDM Repair PO 33

AEG Invoice Date	Amount	Description
7/31/2019	2,898.99	B19-00 Install Door Readers PO -
7/31/2019	2,899.00	B19-00 Install Door Readers PO -
7/31/2019	405.00	Remove & Replc. Light Pole Po 26
7/31/2019	405.00	Remove & Replc. Light Pole Po 26
7/31/2019	12,922.50	S2007 Trailer & Oscillating Fan PO 3
8/31/2019	27,847.65	B20-03 Cameras Concourse PO 9
8/31/2019	27,847.65	B20-03 Cameras Concourse PO 9
8/31/2019	41,650.13	S20-07 Areation Machine \$41650.13 Use Tax (\$3700.13) PO 2
9/30/2019	7,827.75	B20-03 Cameras NFL Requirement
9/30/2019	7,827.75	B20-03 Cameras NFL Requirement
9/30/2019	180,000.00	S19-11 Health Dept. Requirement
9/30/2019	3,845.00	S20-00 Fire Door ESC
9/30/2019	30,592.87	S20-05 Maint. Fund Reimbursement
9/30/2019	13,175.00	S20-06 Seat Parts
9/30/2019	810.00	S20-06 Seat Parts
9/30/2019	35,510.62	S20-07 Field Equip. Mower PO 1
10/31/2019	4,375.00	S2000 Drain repair to underground pipeline.
10/31/2019	40,440.00	Waterproofing over A's Accomodations and Security Dispatch
10/31/2019	6,602.25	S20-07 Oscillating Fan PO 3
10/31/2019	6,320.25	S20-07 Iscillating Fan PO 3
10/31/2019	10,120.92	S20-07 F/B Field Tarps 50% Bill A's \$5060.46
10/31/2019	(56,563.33)	A's Field Equipment Reclass
10/31/2019	56,563.33	A's Field Equipment Reclass
11/30/2019	17,660.50	B2000 Fire Sprinkler Inspection PO 45

11/30/2019	17,660.50	B2000 Fire Sprinkler Inspection PO 45
11/30/2019	2,608.46	Remove & reinstall camera - Bart bridge
11/30/2019	2,608.46	Remove & reinstall camera - Bart Bridge
11/30/2019	12,511.31	Install window shades
11/30/2019	837.00	S20-00 Elevator Repair PO 27
11/30/2019	3,544.93	Replace HF Drive Sound System
11/30/2019	12,928.56	S20-01 Stadium Field Lights PO 15
11/30/2019	2,860.00	S20-02 Elevator Repair PO 20
12/31/2019	5,658.91	B20-03 Digital Battery Pk. HD Cameras PO 8
12/31/2019	5,658.91	B20-03 Digital Battery Pk. HD Cameras PO 8
12/31/2019	2,051.75	B20-14 Terminal Set-up Testing PO 33
12/31/2019	2,051.76	B20-14 Terminal Set-up Testing PO 33
12/31/2019	1,829.53	S20-00 Switchgear Breakers PO 28
1/31/2020	7,806.50	B20-00 Replc. Ductwork Main Kitchen PO 24
1/3/2020	7,806.50	B20-00 Replc. Ductwork Main Kitchen PO 24
1/31/2020	926.31	B20-14 Laptops & Supplies PO 38
1/31/2020	926.32	B20-14 Laptops & Supplies PO 38
1/31/2020	20,987.85	B20-14 Laptops & Supplies PO 38
1/31/2020	20,987.85	B20-14 Laptops & Supplies PO 38
1/31/2020	1,867.50	B20-14 Laptops & Supplies PO 38
1/31/2020	1,867.50	B20-14 Laptops & Supplies PO 38
1/31/2020	11,600.00	B20-17 X-Ray Scanner Mailroom A's PO 14
1/31/2020	11,600.00	B20-17 X-Ray Scanner Mailroom A's PO 14
1/31/2020	4,900.00	S20-02 Seal Concret Water Intrusions PO 5
1/31/2020	4,900.00	S20-02 Seal Concrete Water Intrusions PO 6

2/29/2020	6,718.50	Replacement light pole for south parking lots, PO# 50
2/29/2020	6,718.50	Replacement light pole for south parking lots, PO# 50
2/29/2020	31,168.25	Extra Beam Reinforcement/Capital Exp B2000
2/29/2020	31,168.25	Extra Beam Reinforcement/Capital Exp B2000
2/29/2020	51,726.25	Beam Reinforcemant/Capital Exp. B2013
2/29/2020	51,726.25	Beam Reinforcemant/Capital Exp. B2013
3/31/2020	957.5	Window Tinting for All Guard Shacks - B2000.
3/31/2020	957.5	Window Tinting for All Guard Shacks - B2000.
3/31/2020	2,631.51	Reclass Bay Cities Pyrotector Inv# 90862 to Capital Exp. (B2009).
3/31/2020	2,631.51	Reclass Bay Cities Pyrotector Inv# 90862 to Capital Exp. (B2009).
3/31/2020	50,000.00	Remove and replace 5 remaining elevator drive units, Capital# 28 Project S1905
3/31/2020	584.62	Record Use Tax for Sub-Air Inv# TB10018 dated 9.10.19.
3/31/2020	610.71	Record Use Tax for Sub-Air Inv# TB10014 dated 9.9.19.
3/31/2020	1,195.33	Record Use Tax for Sub-Air Inv# TB09651-01 dated 7.9.19
4/30/2020	9,132.35	Reclass Johnson Controls Inv#33168454 to Cap Exp. (B2000).
4/30/2020	9,132.36	Reclass Johnson Controls Inv#33168454 to Cap Exp. (B2000).
4/30/2020	9,564.75	Reclass Garrett Metal Detectors inv# 328370 to Cap Exp B2000.
4/30/2020	9,564.75	Reclass Garrett Metal Detectors Inv# 328370 to Cap Exp B2000.
4/30/2020	30,959.50	Contract, Capital PO# 48, Project B2006
4/30/2020	30,959.50	Contract, Capital PO# 48, Project B2006
4/30/2020	69.29	Edge SSD UPG KIT F/DESKTOP 2.5/3/5in, Part# PE229863
4/30/2020	69.29	Edge SSD UPG KIT F/DESKTOP 2.5/3/5in, Part# PE229863
5/31/2020	150,429.00	Asphalt repair, change order #1, additional 6,802 SF completed, PO# 63
5/31/2020	150,429.00	Asphalt repair, change order #1, additional 6,802 SF completed, PO# 63
5/31/2020	22,878.00	Repairs to stadium south scoreboard due to wind damage PO# 53
5/31/2020	66,039.94	A's annual capital contribution
6/30/2020	19,039.00	B2006 Contracted Project Paying Remaining Balance
6/30/2020	19,039.00	B2006 Contracted Project Paying Remaining Balance
6/30/2020	28,201.10	UT Survey of Light Station Base Sections-S2004. 70ft Ladsaf Ladder Safety System, Installation &Inspection, PO# 54, #
6/30/2020	11,447.75	S2004
6/30/2020	10,631.81	Reupholster Stadium Seat Pads, PO# n/a at this time S2006

6/30/2020	3,575.10	Remove & replace light pole in C lot
6/30/2020	3,575.10	Remove & replace light pole in C lot

1,048,383.34

AEG Invoice Date	Amount	Description
7/31/2020	4,107.30	Purchase of rectangular tables.
7/31/2020 7/31/2020	4,107.31 16,047.19	Purchase of rectangular tables. Cisco Certified Refurbished Catalyst Port Date LAN Base Cisco Certified Refurbished Catalyst Port Date LAN Base
7/31/2020	16,047.19	·
8/31/2020	690.53	Rental of 55" Telehandler used for installing st. lights in B&C Lots (PO 62 B2000)
8/31/2020 8/31/2020	690.54 4,840.01	Rental of 55" Telehandler used for installing st. lights in B&C Lots (PO 62 B2000) Purchase of 18" x 8' Rectangular Tables (2nd Payment)
8/31/2020	4,840.01	Purchase of 18" x 8 ' Rectangular Tables (2nd Payment)
8/31/2020	6,900.00	Install Widescreen Polypropylene Hem & Grommets.
8/31/2020	6,900.00	Install Widescreen Polypropylene Hem & Grommets.
8/31/2020	3,811.60	Install PTZ Axis Pendant Mount/Labor & Training of New CCTV Security.
8/31/2020	3,811.61	Install PTZ Axis Pendant Mount/Labor & Training of New CCTV Security.
8/31/2020	28,842.00	Standard Diesel Powered Light Tower.
8/31/2020	28,842.00	Standard Diesel Powered Light Tower.
9/30/2020	263.50	Repair of Chain Link fence (B2006).
9/30/2020	263.50	Repair of Chain Link fence (B2006).
9/30/2020	1,598.50	Installed hold open ground sleeves and cane bolts.
9/30/2020	1,598.50	Installed hold open ground sleeves and cane bolts.
9/30/2020	19,992.75	Purchase of new 2021 Cashman Hauler-Gasoline Powered Utility Vehicle
9/30/2020	19,992.75	Purchase of new 2021 Cashman Hauler-Gasoline Powered Utility Vehicle
9/30/2020	3,777.50	Service Maintenance Done on Boiler for the Annual Inspection
9/30/2020	3,777.50	Service Maintenance Done on Boiler for the Annual Inspection
9/30/2020	367.09	Purchase of Step Controler.
9/30/2020	367.10	Purchase of Step Controler.
10/31/2020	5,498.50	Fix Exterior Fencing & Gates (B2006)
10/31/2020	5,498.50	Fix Exterior Fencing & Gates (B2006)
10/31/2020	443.50	Repairs of Chainlink Fence (B2006)
10/31/2020	443.50	Repairs of Chainlink Fence (B2006)

10/31/2020	10,777.99	Upgrade In-House DirectTV System; Add 12 HD Channels. (B2007).
10/31/2020	10,777.99	Upgrade In-House DirectTV System; Add 12 HD Channels. (B2007).
10/31/2020	11,732.26	Upgrade In-House DirectTV System; Add 12 HD Channels. (B2007).
10/31/2020	11,732.26	Upgrade In-House DirectTV System; Add 12 HD Channels. (B2007).
10/31/2020	1,000.00	Add Switch and Split Connection/Camera Issue from Data Port (B2102)
10/31/2020	1,000.00	Add Switch and Split Connection/Camera Issue from Data Port (B2102)
10/31/2020	1,700.00	Annual Service on York Chiller Unit as Per Proposal Dated 9/9/20 (B2116).
10/31/2020	1,700.00	Annual Service on York Chiller Unit as Per Proposal Dated 9/9/20 (B2116).
10/31/2020	54,366.98	Maintenance Fund Reimbursement (S2102)/A's Mandate.
10/31/2020	12,500.00	Allocation of labor expenses to A's capital mandate (S2102).
10/31/2020	80,000.00	Allocation of labor expenses to A's capital - (S2102)
11/30/2020	4,483.25	Payment of 64" Polypropylene Hem Windscreen (B2101).
11/30/2020	4,483.25	Payment of 64" Polypropylene Hem Windscreen (B2101).
11/30/2020	69,514.00	Repair & Install 4" of Compacted Asphalt Concrete to 45,583 SQ. FT. (B2114).
11/30/2020	69,514.00	Repair & Install 4" of Compacted Asphalt Concrete to 45,583 SQ. FT. (B2114).
11/30/2020	675.00	Pymt. for Ext. Painting for Removal of Raiders Banners, Logos, Etc. (S2101).
11/30/2020	3,510.00	Pymt. for Ext. Painting for Removal of Raiders Banners, Logos, Etc. (S2101).
12/31/2020	14,584.87	Purchased of 3 Used Yamaha Gasoline Utility Vehicles (B2110).
12/31/2020	14,584.88	Purchased of 3 Used Yamaha Gasoline Utility Vehicles (B2110).
12/31/2020	2,881.47	Purchased of One Used Four Passenger Gas Yamaha Golf Cart (B2110).
12/31/2020	2,881.47	Purchased of One Used Four Passenger Gas Yamaha Golf Cart (B2110).
12/31/2020	1,574.04	Exterior Painting Work Comp. at the Coliseum/Orig. Proposal dated 9/11/20 (S2101).
12/31/2020	8,190.00	Exterior Painting Work Done at Coliseum for Final Invoice (S2101).
1/31/2021	1,207.21	Capital Expense/Purchased Metal Detectors (B2108).

1/31/2021	1,207.21	Capital Expense/Purchased Metal Detectors (B2108).
2/28/2021	312.50	Power Cycled Oak5 and Verified Into OS, Troubleshoot A Lot Cameras, Etc. (B2102).
2/28/2021	312.50	Power Cycled Oak5 and Verified Into OS, Troubleshoot A Lot Cameras, Etc. (B2102). Clean, Tune, Inspect and Prgram existing Recording Equipment for CCTV System
2/28/2021	625.00	(B2102). Clean, Tune, Inspect and Prgram existing Recording Equipment for CCTV System
2/28/2021	625.00	(B2102).
2/28/2021	2,490.50	Payment for Full Coliseum Maintenance of Elevator (S2101).
2/28/2021	10,631.81	Payment for Reupholstering Stadium Seat Pads (S2103).
3/31/2021	2,124.00	Payment for Fire Door Maintenance Testing (B2101).
3/31/2021	2,124.00	Payment for Fire Door Maintenance Testing (B2101).
3/31/2021	1,193.50	Bailey Fence Inv# 80684 to Cap. Exp. (B2101)from Building Repairs & Maint. (B2101)
3/31/2021	1,193.50	Bailey Fence Inv# 80684 to Cap. Exp. (B2101)from Building Repairs & Maint. (B2101)
3/31/2021	1,817.03	Payment for Annual Fire Extinguisher External Maintenance & Certification (B2101).
3/31/2021	1,817.04	Payment for Annual Fire Extinguisher External Maintenance & Certification (B2101).
3/31/2021	95,921.50	Purchased of 1 Equipment - Cooling Tower (B2113).
3/31/2021	95,921.50	Purchased of 1 Equipment - Cooling Tower (B2113).
3/31/2021	27,425.50	Regrade & Recompact Existing Base & Install 4 inches of Compacted Asphalt (B2114).
3/31/2021	27,425.50	Regrade & Recompact Existing Base & Install 4 inches of Compacted Asphalt (B2114).
3/31/2021	1,890.50	Provided Labor & Material to Perfom Oil Change Service on 1 Carrier Unit (B2116)
3/31/2021	1,890.50	Provided Labor & Material to Perfom Oil Change Service on 1 Carrier Unit (B2116)
3/31/2021	186,000.00	Performed on Site Welding Repair by AWS Certified Welder on Below Light Towers (S2004).
3/31/2021	16,162.92	Pymt. of Waterproofing Charges on A's Clubhouse, Batting Cage, Mian Kitchen, Etc. (S2108).
4/30/2021	11,226.83	Pymt. for CCTV upgrades & instal. of Fiber Panel, TP-Link, Etc. (B2102).
4/30/2021	11,226.84	Pymt. for CCTV upgrades & instal. of Fiber Panel, TP-Link, Etc. (B2102).
4/30/2021	(27,425.50)	Regrade & Recompact Existing Base & Install 4 inches of Compacted Asphalt (B2114).
4/30/2021	7,385.35	Installation of Equipment Necessary for Computer LAN Upgrades PO 35 (B2117).

4/30/2021	7,385.35	Installation of Equipment Necessary for Computer LAN Upgrades PO 35 (B2117).
4/30/2021	27,311.84	Installation of Equipment Necessary for Computer LAN Upgrades PO 35 (B2117).
4/30/2021	27,311.85	Installation of Equipment Necessary for Computer LAN Upgrades PO 35 (B2117).
4/30/2021	3,995.00	Removed & Disposed of the Existing Damaged to Hollow Metal Door, Etc. (S2101).
4/30/2021 4/30/2021 4/30/2021	1,400.00 4,350.00 26,481.76	Installation of New Carpet Tile & Adhesive. (S2101) Payment for Roof Repair on Stadium (S2104) Pymt. for Survey & Rep. of Sheet Metal Damaged on North & South Scoreboard (S2113).
5/31/2021	21,212.20	Labor Services for Job Preparation, Travel, Equipment, Etc.(S2004)
5/31/2021	2,250.00	Payment for Annual Fire Sprinkler System Inspection (S2101).
5/31/2021	92,862.50	Purchased of FXV-1212B-12D-M Equipment (S2110). Purchased of Control Panel (S2110).
5/31/2021	8,876.56	Pulchased of Control Panel (32110).
5/31/2021	2,562.31	Purchased of 2x20 L Hard COP Tube, Etc.(S2111).
5/31/2021	173.93	Purchased of LF 11/2 Pres Rel VLV (21111). Final Billing to Survey & Repair North & South Scoreboards on the Stadium (S2113).
5/31/2021	13,014.12	Fillal Billing to Survey & Repair North & South Scoreboards on the Stadium (S2113).
6/30/2021	1,531.25	Payment for Labor Services on Gates A & B Closets (B2102).
6/30/2021	1,531.25	Payment for Labor Services on Gates A & B Closets (B2102).
6/30/2021	22,275.00	Progress Billing, Materials & Insurance for the Project. (S2104)
6/30/2021	15,744.00	Payment for Work Performed dated 5/12/21 - 80% Progess Billing #1. (S2105)
6/30/2021	791.52	Purchased of LF 1 1/2 Pres Rel VIv 125. (S2111)
6/30/2021	43,988.00	Final Payment on Installation of A Gate Cooling Tower. (Adjusted)
6/30/2021	19,838.18	Raypak WH9-1262C H-Delta Dom. Water Boiler. (S2111) (Adjusted)

1,022,316.73

Capital Purchases Fiscal 2022 (July 2021 thru March 2022)

Invoice Date	Amount	Description
7/31/2021	2,075.88	Replacement of Broken Pully on the North Side. (B2202)
7/31/2021	2,075.88	Replacement of Broken Pully on the North Side. (B2202)
7/31/2021	16,479.29	Purchased of 4 High Stair Towers @ 32 ft. (B2207)
7/31/2021	16,479.29	Purchased of 4 High Stair Towers @ 32 ft. (B2207)
7/31/2021	4,320.00	Pymt. for Services Rendered 7/1/21 -7/31/21 for Proj.No. B2207 - Application # 1.
7/31/2021	4,320.00	Pymt. for Services Rendered 7/1/21 -7/31/21 for Proj.No. B2207 - Application # 1.
7/31/2021	3,149.25	Payment of 50% Down to Remove Maglock. (B2212)
7/31/2021	3,149.25	Payment of 50% Down to Remove Maglock. (B2212)
7/31/2021 7/31/2021 7/31/2021	3,936.00 73,472.47 17,033.35	Final Payment on Work Performed per Contract. (S2105) Reimbursement for Maintenance Fund. (S2102) Pymt. for 50% Dep.of Various.Quictop Canopy. (S2213)
7/31/2021 7/31/2021 7/31/2021 7/31/2021	9,969.06 29907.19 19,362.00 3,000.00	Precision Electric Water Heater witrh Control Package (S2101) Purchased of Precision Model PCW3-320D-480-150. (S2101) Payment for Relocation of Plumbing Waste Piping in West Side Club. (S2201) Pymt. For Modification of 2 Camera Buckets @ 3rd Deck @75% Done. S2201)
8/31/2021	29,768.31	Payment for Coliseum Camera Upgrades at Main Gates & Water Pump Area. (B2102)
8/31/2021	14,566.40	Payment for Camera Upgrades at Exit Doors. (B2102)
8/31/2021	15,649.00	Payment for Completion of Roofing Project. (S2104)
8/31/2021	1,910.61	Purchased of 12x36 Type B Gas Vent Pipe. (S2111)
8/31/2021	14,200.00	Install Custom 8-ft. Steel Ladder, Cut Existing Guard Rail Opening, Etc. (S2201)
8/31/2021	684.00	Purchased of 1/4 20x2 Exp Bolt, Lead Sleeves, Setting Tools, Etc. (S2212)
9/30/2021	75,364.50	Provide L& M to Install 3 AEG Supplied Cooling Tower Units.(B2113)
9/30/2021	75,364.50	Provide Labor & Material to Install 3 AEG Supplied Cooling Tower Units.(B2113)
9/30/2021	27,188.55	Purchased of 3 New Wanco CMS Boards. (B2203)
9/30/2021	27,188.55	Purchased of 3 New Wanco CMS Boards. (B2203)
9/30/2021	2,468.27	Purchased of Dell XPS. (B2223)

Capital Purchases

Fiscal 2022 (July 2021 thru March 2022)

9/30/2021	2,468.27	Purchased of Dell XPS. (B2223)
9/30/2021	1,874.25	Purchased of Armstrong AST-80 Expansion Tank. (S2111)
9/30/2021	17,860.50	Purchased of Hanson WG-683-13 Horizontal Water Tank. (S2111)
9/30/2021	1,570.00	Payment for Labor Services Rendered. (S2204)
10/31/2021	45,334.50	E Lot Concrete Pad & Bin Yard Area. (B2217)
10/31/2021	45,334.50	E Lot Concrete Pad & Bin Yard Area. (B2217)
10/31/2021	3,377.61	Down Pymt for the Rep.of Comp. for Camera Syst in the Dispatch. (B2202)
10/31/2021	3,377.61	Down Pymt for the Rep.of Comp. for Camera Syst in the Dispatch. (B2202)
10/31/2021	7,281.09	Progress Invoice No.2; rep.of Computer in the Dispatch Room. (B2202)
10/31/2021	7,281.10	Progress Invoice No.2; rep.of Computer in the Dispatch Room. (B2202)
10/31/2021	1,795.42	Services Rendered for the Clean-Up of Fiber Cables. (B2202)
10/31/2021	1,795.43	Services Rendered for the Clean-Up of Fiber Cables. (B2202)
10/31/2021	77,940.00	Payment for Exterior Painting on Field Light Towers for Stadium. (S2204)
11/30/2021	2,199.16	Payment for Fire Extinguisher Testing & Cert. from 2021.
11/30/2021	2,199.16	Payment for Fire Extinguisher Testing & Cert. from 2021.
11/30/2021	4,213.50	Installation of New Latches - B2204
11/30/2021	4,213.50	Installation of New Latches - B2204
11/30/2021	2,307.30	Reclass to Capital Exp. B2213 Sico America Inv# 3023524.
11/30/2021	2,307.31	Reclass to Capital Exp. B2213 Sico America Inv# 3023524.
11/30/2021	34,535.97	Purchased of 2 New Work Trucks for the Facility. (B2220)
11/30/2021	34,535.98	Purchased of 2 New Work Trucks for the Facility. (B2220)
11/30/2021	100,000.00	Paving of Deltas1 Area of Failed Asphalt up to 4 inches (B2211)
11/30/2021	100,000.00	Paving of Deltas1 Area of Failed Asphalt up to 4 inches (B2211)
11/30/2021	10,554.03	Crane Serv. and On-Site Welding Repair form Intl. Insp. S2204)
11/30/2021	90,930.00	Final Pymt. of 3-Commercial Exterior Painting at the Col. (S2204)
12/31/2021	80,930.00	Payment for Final Amount on Exterior Painting.(S2204)

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY RESOLUTION NO. 2022-

RESOLUTION APPROVING THE BUDGET FOR FISCAL YEAR 2022-2023 FOR THE OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

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;

WHEREAS, the Auditor and Executive Director of the Authority have prepared a draft budget for Fiscal Year 2022-2023, attached hereto ("Budget");

WHEREAS, the Budget includes input from relevant City and County staff as well as ASM Global ("ASM"), the Authority's event operator for the Coliseum Complex;

WHEREAS, the Budget reflects modest increases from the previous fiscal year due to the actual and anticipated impacts of COVID-19;

WHEREAS, the ongoing impacts of COVID-19 make it difficult to provide definitive calculations, and the Budget may require future adjustments as events unfold during the fiscal year;

WHEREAS, the Authority Board has carefully considered the Budget; and

NOW THEREFORE, BE IT RESOLVED, that the Authority Board does hereby approve the Budget; and

BE IT FURTHER RESOLVED, that the Authority's Executive Director is hereby directed to return, periodically, to the Authority Board with an update on the Budget, including with analysis related to any additional cost savings that may be achieved for other overhead expenses during this time of crisis: and

BE IT FURTHER RESOLVED, that the Authority's Executive Director is hereby authorized to take such actions necessary to implement the Budget, including coordination with ASM to appropriately allocate resources to maintain and secure the Coliseum Complex.

Authority, this 17th day of June 2022, by the	ne following vote:	
Ayes:		
Noes:		
Absent:		
	NATE MILEY, CHAIR	
ATTEST:		
SECRETARY		

PASSED AND ADOPTED by the governing board of the Oakland-Alameda County Coliseum



OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY 2022-23 Budget

		Stadium	Arena	 Total
REVENUES:			 -	
Interest	\$	200,000	\$ 200,000	\$ 400,000
Warriors Debt Service		·	10,100,000	10,100,000
Athletics Rent		1,250,000	-	1,250,000
Advertising		500,000	500,000	1,000,000
Cell Tower Leases		153,000	123,000	276,000
Facility Fees		510,000	1,940,000	2,450,000
Naming Rights		1,250,000	-	1,250,000
Fund Balance		2,000,000	2,000,000	4,000,000
City/County Contributions		16,634,000	3,366,000	20,000,000
Total Revenues		22,497,000	18,229,000	 40,726,000
EXPENSES:				
Administration		450,000	450,000	900,000
Legal		75,000	75,000	150,000
Audit Fees		27,000	27,000	54,000
Coliseum Operations		8,772,000	2,118,000	10,890,000
Management Fees		159,000	1,155,000	1,314,000
Total Operating Expenses	,	9,483,000	 3,825,000	 13,308,000
Capital Outlay		1,914,000	 4,304,000	 6,218,000
Debt Service				
Principal		10,679,000	8,800,000	19,479,000
Interest		371,000	1,169,000	1,540,000
Other		50,000	131,000	181,000
Total Debt Service		11,100,000	10,100,000	21,200,000
Total Expenses	\$	22,497,000	\$ 18,229,000	\$ 40,726,000

Balance

City Share of Subsidy 10,000,000 County Share of Subsidy 10,000,000

REVENUE BUDGET 2022-23

REVENUES	20-21	21-22	21-22	22-23	\$ Change	% Change 21-22 Projected
	Actual	Budget	Projected	Budget	21-22 Projected	
					vs 22-23 Budget	vs 22-23 Budget
Parking Stadium	\$ 147,137	\$ -	\$ 185,556	\$ -	\$ (185,556)	-100%
Parking Arena	146,295	_	-	-	-	n/a
Naming Rights Stadium	-	-	935,000	1,250,000	315,000	34%
Interest	507,439	600,000	191,988	400,000	208,012	108%
Miscellaneous	1,116,290	-	900	-	(900)	-100%
Athletics Rent	2,250,000	1,250,000	1,250,000	1,250,000	•	0%
Advertising	650,279	1,000,000	996,446	1,000,000	3,554	0%
Cell Tower Leases	256,341	267,000	256,677	276,000	19,323	8%
Warrior Debt Service	9,250,660	9,700,000	9,625,749	10,100,000	474,251	5%
Facility Fees						
Arena		1,500,000	1,739,209	1,940,000	200,791	12%
Stadium	3,764	1,400,000	1,826,156	510,000	(1,316,156)	-72%
Fund Balance	-	-	-	4,000,000	4,000,000	n/a
City/County Contributions	20,750,000	24,000,000	24,000,000	20,000,000	(4,000,000)	-17%
Grand Total	\$ 35,078,205	\$ 39,717,000	\$ 41,007,681	\$ 40,726,000	\$ (281,681)	-1%

EXPENSE BUDGET 2022-23

EXPENSES	20-21	21-22	21-22	22-23	\$ Change	% Change
	Actual	Budget	Projected	Budget	21-22 Projected	21-22 Projected
					vs 22-23 Budget	vs 22-23 Budget
Administration	\$ 817,955	\$ 900,000	\$ 830,060	\$ 900,000	\$ 69,940	8%
Legal	91,930	250,000	-	150,000	150,000	n/a
Audit Fees	49,178	52,000	50,654	54,000	3,346	7%
Coliseum Operations	10,313,463	12,325,000	8,092,087	10,890,000	2,797,913	35%
Management Fees	47,388	585,000	1,693,035	1,314,000	(379,035)	-22%
Transfer to City and County	20,000,000	_	-	-	-	п/а
Bad Debt	63,196,190	_	_	-	-	n/a
Capital Outlay		<u> </u>			<u> </u>	
Stadium	1,036,029	1,780,500	1,780,500	1,914,000	133,500	7%
Arena	773,371	1,304,500	1,304,500	4,304,000	2,999,500	230%
Debt service						
Stadium	12,809,250	12,820,000	12,808,000	11,100,000	(1,708,000)	-13%
Arena	9,252,731	9,700,000	9,628,248	10,100,000	471,752	5%
Grand Total	\$ 118,387,485	\$ 39,717,000	\$ 36,187,084	\$ 40,726,000	\$ 4,538,916	13%

Arena Debt Service Schedule							
Periods Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Outstanding Balance	
						\$ 32,935,000	
8/1/2022			583,438	583,438			
2/1/2023	8,800,000	3.343%	583,436	9,383,436	9,966,874	24,135,000	
8/1/2023			436,345	436,345			
2/1/2024	9,250,000	3.493%	436,345	9,686,345	10,122,690	14,885,000	
8/1/2024			274,794	274,794			
2/1/2025	10,000,000	3.643%	274,794	10,274,794	10,549,588	4,885,000	
8/1/2025			92,644	92,644			
2/1/2026	4,885,000	3.793%	92,644	4,977,644	5,070,288		
Total	\$ 32,935,000		\$ 2,774,440	\$ 35,709,440	\$ 35,709,440	\$ -	

Stadium Debt Service Schedule							
Periods Ending	Principal	Сопроп	Interest	Debt Service	Annual Debt Service	Outstanding Balance	
						\$ 23,901,000	
8/1/2022			206,471	206,471			
2/1/2023	10,679,000	1.370%	163,722	10,842,722	11,049,193	13,222,000	
8/1/2023			90,571	90,571			
2/1/2024	10,865,000	1.370%	90,571	10,955,571	11,046,142	2,357,000	
8/1/2024			16,145	16,145			
2/1/2025	2,357,000	1.370%	16,145	2,373,145	2,389,290	-	
Total	\$ 23,901,000		\$ 583,625	\$ 24,484,625	\$ 24,484,625	\$ -	

AEG Capital		Arena		Stadium	Total	
Stadium	\$	-	\$	1,128,000	\$	1,128,000
Arena		3,518,000	ļ	-		3,518,000
Both		786,000		786,000		1,572,000
		1201000		4.044.000		5.040.000
Grand Total	\$	4,304,000	\$	1,914,000	\$	6,218,000

Administration				
Executive Director	\$	210,000		
Executive Assistant		150,000		
OACCI Retirement Plan		485,000		
Other Administative Expenses		55,000		
Total	\$	900,000		

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

RESOLUTION NO. 2022 -9

RESOLUTION APPROVING THE SECOND AMENDMENT TO AGREEMENT WITH AEG MANAGEMENT OAKLAND, LLC FOR MANAGEMENT SERVICES FOR THE COLISEUM COMPLEX FOR A SPECIFIED TERM.

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 and AEG Management Oakland, LLC, a Delaware limited liability company ("AEG") entered into the Coliseum Complex Management Agreement, dated June 25, 2012, as amended by the Amendment to Coliseum Complex Management Agreement, dated April 15, 2016 (the "Amendment") (collectively, the "Agreement"), whereby AEG agreed to provide certain management services for the Complex in accordance with the Agreement;

WHEREAS, the Agreement is currently scheduled to expire on June 30, 2022 and the Authority and AEG desire to amend certain sections of the Agreement and extend the term of the Agreement for an additional period of four (4) years, commencing on July 1, 2022 and terminating at midnight on June 30, 2026, unless sooner terminated pursuant to the terms of the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Authority Board does hereby approve the Second Amendment to the Agreement with AEG Management Oakland, LLC, as shown in Exhibit A, amending certain sections of the Agreement and extending the term of the Agreement for four (4) years to and including June 30, 2026, unless sooner terminated pursuant to the terms of the Agreement; and

BE IT FURTHER RESOLVED that the Authority's Board Chair is hereby authorized to execute the Second Amendment to the 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 June 2022, by the following vote:

SECRETARY		
ATTEST:		
	NATE MILEY, CHAIR	
	NATE MILEY OLIVID	
Absent:		
Noes:		
Ayes:		

SECOND AMENDMENT TO COLISEUM COMPLEX MANAGEMENT AGREEMENT

THIS SECOND AMENDMENT to the Coliseum Complex Management Agreement ("Second Amendment") is entered into as of the ____ day of June, 2022 (the "Second Amendment Date"), by and between the OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY, a joint exercise of powers entity (the "Authority") and AEG MANAGEMENT OAKLAND, LLC, a Delaware limited liability company ("AEG").

RECITALS:

- A. WHEREAS, Authority and AEG entered into that certain Coliseum Complex Management Agreement, dated June 25, 2012, as amended by that Amendment to Coliseum Complex Management Agreement, dated April 15, 2016 (the "Amendment") (collectively, the "Agreement"), whereby AEG provides certain management services for the Complex in accordance with the Agreement; and
 - B. WHEREAS, the Management Term is scheduled to expire on June 30, 2022; and
- C. WHEREAS, the Authority and AEG desire to extend the Management Term and to amend other terms of the Agreement, all subject and pursuant to the terms and conditions set forth in this Second Amendment;

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

AGREEMENT:

1. <u>Amended Definitions</u>. The following definitions contained in <u>Section 1</u> of the Agreement are amended to read as follows:

"AEG Generated Revenues" shall mean the total of all revenues generated directly or indirectly from the operation of the Complex in a Fiscal Year, net of expenses attributable to such revenue, less all revenues AEG or the Authority receives and/or uses for operations that are received pursuant to (i) the Arbitration Award against the Golden State Warriors, the Oakland Athletics Amended and Restated License Agreement, the RingCentral Naming Rights Agreement, any existing or future naming rights agreement for the Arena, any license agreement with or for a Women's National Basketball Association (WNBA) franchisee, and the Foster Interstate Project Agreement, (ii) the Arena Concessions License Agreement with Levy Premium Foodservice Limited Partnership (Levy's), (iii) any concession agreement entered into for food and beverage concessions at the Stadium for Oakland Athletics games, other events scheduled under the terms of the Oakland Athletics Amended and Restated License Agreement or events scheduled directly under any agreement to which the Authority is a party, or any successor agreement, (iv) any funds paid to AEG directly from funds of the Authority unless otherwise specifically agreed to in writing of all parties to the Agreement.

"Operating Expenses" shall mean any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly (excluding all payments of any nature which the Authority, the City or the County is obligated to pay to the Oakland Athletics or any WNBA franchisee or to which the Oakland Athletics or any WNBA franchisee have rights) by or on the behalf of AEG in promoting, operating, maintaining and managing the Complex, including, but not limited to: employee compensation and related expenses (e.g., base salaries, bonuses, severance and car allowances), employee benefits and related costs (e.g., relocation and other related expenses pursuant to AEG's personnel policy manual (provided that a copy of such policy manual has been provided to the Coliseum Manager)), parking and other fringe benefits, supplies, material and parts costs, costs of any interns and independent contractors, advertising, marketing and public relations costs and commissions, janitorial and cleaning expenses, data processing costs, dues, subscriptions and membership costs, the costs of procuring and maintaining the insurance referred to in Section 8 below, amounts expended to procure and maintain permits and licenses, charges, taxes (not including any taxes imposed on AEG relating to Incentive Fees solely by reason of its doing business within the City and the County), excises and fees, professional fees, printing and stationery costs, all event-related expenses (e.g., fees payable to promoters and performers, costs for event staffing and costs relating to set-up and clean-up), postage and freight costs, equipment rental costs. computer equipment leases and line charges, repairs and maintenance costs (e.g., elevators and HVAC), security expenses, utility and telephone charges, travel and entertainment expenses (but only if such travel and entertainment expenses have been approved in writing in advance by the Coliseum Manager, after a written request shall have been provided to the Coliseum Manager) in accordance with AEG's policies (provided that a copy of such policies have been provided to the Coliseum Manager), the cost of employee uniforms, safety expenses, exterminator and waste disposal costs, costs relating to the maintenance of signage inventory and systems, the cost of annual independent audits of the Complex, the cost of compliance with laws and regulations, costs incurred under agreements, commitments, licenses and contracts executed in AEG's name as agent of the Authority as provided in Section 2.3 (c) hereof, all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis; provided that Operating Expenses shall not include expenses or expenditures in connection with Capital Improvements and Capital Equipment purchases, the fees payable pursuant to Section 4.1 and any expenses (1) incurred by AEG personnel related to AEG's corporate business or the businesses of any other facility managed by AEG or its AEG Affiliates or (2) relating to AEG personnel based in AEG's corporate headquarters (other than the reasonable costs of travel by such corporate or regional personnel in connection with AEG's management of the Complex, which costs shall be Operating Expenses).

"Operating Revenues" shall mean any and all revenues of every kind or nature derived from owning, operating, managing or promoting the Complex (excluding all revenues of any nature which the Authority, the City or the County are obligated to collect or are collected on behalf of the Oakland Athletics or any WNBA

franchisee or to which the Oakland Athletics or any WNBA franchisee have rights), including, but not limited to: Complex's share of license, lease and concession fees and rentals, revenues from merchandise sales, advertising sales, equipment rentals, utility revenues, box office revenues, parking revenues, food service and concession revenues (however, if such revenues are collected in the first instance by and retained by the concessionaire, the amount of such revenues paid by the concessionaire to the Complex shall be included as Operating Revenues). convenience fees, handling fees, ticketing rebates, event hospitality package revenues. event premium seating revenues. sponsorship/advertising/promotional revenues, event sponsorship group sales/commissions, commissions or other revenues from decoration and set-up. security and other subcontractors (however, if such revenues are collected in the first instance by and retained by such subcontractors, the amount of such revenues paid by such contractors to the Complex shall be included as Operating Revenues), miscellaneous operating revenues, revenues generated from separate agreements with AEG Affiliates pertaining to the Complex, and interest revenues, all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis.

"Team Events" means: (i) all preseason, regular season and playoff games of MLB's Oakland Athletics professional baseball team and any other events permitted under the Oakland Athletics License Agreement, or any successor and assign thereof; and (ii) all preseason, regular season and playoff games of a WNBA professional basketball team and any other events permitted under a license agreement with the WNBA franchise and the Authority, or any successor and assigns thereof.

2. <u>Management Term</u>. By the Amendment to the Coliseum Complex Management Agreement, the parties exercised the option to mutually extend the initial Management Term to June 30, 2022. The Management Term set forth in <u>Section 3.1</u> of the Agreement is hereby further amended to extend the Management Term as follows:

2.2 Second Extended Management Term.

The Authority and AEG hereby agree that the Management Term of this Agreement is hereby extended for an additional term of four (4) years, commencing on July 1, 2022 and terminating at midnight on June 30, 2026, unless sooner terminated pursuant to the terms of the Agreement (the "Second Extended Management Term").

- 3. <u>Capital Improvements; Capital Equipment</u>. The dollar value that triggers AEG's obligation to obtain *bids* or *estimates* for the construction, installation or purchase of Capital Improvements and Capital Equipment in *Section 5.8(a)* is increased as follows:
 - (a) AEG shall pay for, from moneys provided by the Authority, and construct, install or purchase Capital Improvements and Capital Equipment

pursuant to the Capital Improvements and Capital Equipment plan described in Section 5.3(c). AEG shall obtain (i) at least three bids with respect to the construction, installation or purchase of Capital Improvements and Capital Equipment the cost of which exceeds \$50,000 and (ii) three estimates with respect to the construction, installation or purchase of Capital Improvements and Capital Equipment the cost of which is more than \$15,000 but less than \$50,000

All other provisions of <u>Section 5.8(a)</u> shall remain in full force and effect.

4. Indemnification and Insurance.

- 4.1. <u>Indemnification.</u> AEG's obligation to indemnify, defend and hold harmless the Authority, City and County in <u>Section 8.1(a)</u> of the Agreement is hereby amended to add and extend to Coliseum Way Partners, LLC, and its governing members, officers, agents and employees all as provided in the Agreement.
- 4.2. <u>Liability Insurance</u>. AEG's obligation to secure and deliver liability insurance, as set forth in Section 8.2(a), (b) and (c) of the Agreement are amended as follows:
 - (a) AEG shall secure and deliver to the Coliseum Manager prior to the commencement of the Second Extended Management Term hereunder and shall keep in force at all times during the term of this Agreement, a commercial liability insurance policy, including public liability and property damage, covering the premises and operations hereunder, in the amount of Two Million Dollars (\$2,000,000.00) combined single limit, per occurrence including products and completed operations, blanket contractual and independent contractors. AEG shall also maintain excess or Umbrella liability insurance coverage with a limit of Ten Million Dollars (\$10,000,000.00).
 - (b) AEG shall also maintain Comprehensive Automotive Bodily Injury and Property Damage Insurance for business use covering all vehicles operated by AEG officers, agents and employees in connection with the Complex, whether owned by AEG, the Authority, or otherwise, with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence (including an extension of hired and non-owned coverage).
 - Partners, LLC shall be named insureds under all such policies. Any lender specified by the Authority from time to time shall be an additional insured under the foregoing insurance policies, as its interests may appear, and said polices shall contain a provision covering the parties' indemnification liabilities to each other. The Authority shall instruct AEG from time to time of any additional insurance requirements specified by lenders and AEG will maintain such insurance provided that such expenses are included in the applicable budget for such operating year. AEG, the Authority, the City, the County, and Coliseum Way Partners, LLC shall be named insureds under all such policies that may be required for subcontractors, including but not limited to, third party promoters or operators. Any lender specified by the Authority from time to time shall be an additional insured under the foregoing insurance policies, as its interests may appear, and said polices shall contain a provision covering the parties' indemnification liabilities to each other. The

Authority shall instruct AEG from time to time of any additional insurance requirements specified by lenders and AEG will maintain such insurance provided that such expenses are included in the applicable budget for such operating year

6. General Provisions.

AUTHORITY:

- 6.1. <u>Full Force and Effect; Conflict</u>. Except as amended by this Second Amendment, the Agreement, as modified herein, remains in full force and effect and is hereby ratified by the Authority and AEG. In the event of any conflict between the Agreement and this Second Amendment, the terms and conditions of this Second Amendment shall control.
- 6.2. <u>Capitalized Terms</u>. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.
- 6.3. <u>Successors and Assigns</u>. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.
- 6.4 <u>Entire Agreement</u>. This Agreement, as amended by the Amendment and this Second Amendment
- 6.5. <u>Power and Authority</u>. AEG has not assigned or transferred any interest in the Agreement and has full power and authority to execute this Second Amendment.
- 6.6. <u>Counterparts</u>. This Second 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.
- 6.7. <u>Electronic or Digital Signatures</u>. This Second Amendment may be executed by electronic or digital signatures which shall be binding as originals.

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

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORIT a joint exercise of powers authority	Υ,
By: Nate Miley_Chair	

AEG: AEG MANAGEMENT OAKLAND, LLC a Delaware limited liability company
By:
Name:
Title:
ACKNOWLEDGMENT AND AGREEMENT OF GUARANTOR In order to induce Landlord to enter into this Second Amendment, and without limiting the generality of any provision of <u>Section 13.15</u> of the Agreement (the "Guaranty"). AEG FACILITIES, LLC, a Delaware limited liability company, hereby confirms and agrees that the Guaranty extends to and includes the guaranty, unconditionally and without limitation, of the performance of AEG of its obligations under the Agreement, as amended by the Amendment and this Second Amendment, with the same force and effect as if the amended obligations had been set forth originally in the Agreement.
AEG FACILITIES, LLC a Delaware limited liability company
Ву:
Name:

Title:

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

RESOLUTION NO. 2022 -10

RESOLUTION APPROVING THE THIRD AMENDMENT TO AGREEMENT WITH MACIAS GINI & O'CONNELL LLP FOR AUDIT SERVICES FOR THE OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY AT A COST NOT TO EXCEED \$161,264.00.

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 retained the services of Macias Gini & O'Connell LLP ("MGO") to perform audit services for the Authority by an Agreement dated September 9, 2014, as amended by that First Amendment dated May 18, 2017 and that Second Amendment dated July 31, 2020 (collectively, the "Agreement"); and

WHEREAS, the Agreement is currently scheduled to expire on August 15, 2022 and the Authority and MGO desire to extend the term of the Agreement for an additional period of three years at an additional cost of not to exceed One Hundred Sixty-one Thousand Two Hundred Sixty-four Dollars (\$161,264.00);

NOW, THEREFORE, BE IT RESOLVED that the Authority Board does hereby approve the Third Amended Agreement with Macias Gini & O'Connell LLP, as shown in Exhibit A, extending the term of the Agreement for three years to and including August 15, 2025 and increasing the contract sum by \$161,264.00; and

BE IT FURTHER RESOLVED that the Authority's Executive Director is hereby authorized to execute the Third Amended 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 June, 2022, by the following vote:

Ayes:		
Noes:		
Absent:		
	NATE MILEY, CHAIR	
ATTEST:		
SECRETARY		

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement ("Third Amendment") is made on this day of May 31, 2022, by the Oakland Alameda County Coliseum Authority ("OACCA") and Macias Gini & O'Connell LLP ("Contractor") with respect to that certain agreement entered by them on September 9, 2014, and amended by the First Amendment entered on May 18, 2017, and amended by the Second Amendment entered on July 31, 2020 (collectively, the "Agreement") pursuant to which Contractor provides OACCA Audit services to the OACCA.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OACCA and Contractor agree to amend the Agreement in the following respects:

- 1. Except as otherwise stated in this Third Amendment, the terms and provisions of this Third Amendment will be effective as of the date this Third Amendment is executed by the OACCA ("Effective Date").
- 2. The term of the Agreement is currently scheduled to expire on August 15, 2022. As of the Effective Date, the term of the Agreement is extended through August 15, 2025.
- 3. In consideration for Contractor's additional services, the OACCA shall pay Contractor in an additional amount not to exceed One Hundred Sixty-One Thousand Two Hundred Sixty-Four Dollars (\$161,264). As a result of these additional services the not to exceed amount has increased from Three Hundred Fifty-Two Thousand Nine Hundred Fifty-Six Dollars (\$352,956) to Five Hundred Fourteen Thousand Two Hundred Twenty Dollars (\$514,220) over the remaining term of the Agreement and any amendments.
- 4. A Revised Exhibit B, Payment Terms, is attached to this Amendment, and incorporated by this reference.
- 5. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Third Amendment and Exhibit D, Debarment and
 Suspension Certification, Contractor/Grantee agrees to comply with
 applicable federal suspension and debarment regulations, including but not

limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this Amendment, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement as of the day and year first above written.

DocuSigned by:
By: Henry Gardner
Henry Gardner
Executive Director
Date: 6/8/2022
Approved as to Form and Legality:
Barbara J. Parker, City Attorney
By: Only Pake
Name/Title: Barbara J. Parker
Name/Title: dara 3. Farker
Approved as to Form:
Donna R. Ziegler, County Counsel
By: Andrea Weddle
Andrea L. Weddle, Chief Assistant

OAKLAND ALAMEDA COUNTY

COLISEUM AUTHORITY

MACIAS GINI & O'CONNELL LLP

By:	Innic Louic	
	Signature	
Name:	Annie Louie	
	Printed	
Title:_	Partner	
Date:_	6/2/2022	

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

REVISED EXHIBIT B PAYMENT TERMS

- 1. Except as expressly modified by this Exhibit B, all terms and conditions of the original Exhibit B Payment Terms are and remain in full force and effect.
- 2. OACCA will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

Fiscal Year Ending	<u>Amount</u>
June 30, 2022	\$52,174
June 30, 2023	\$53,739
June 30, 2024	\$55,351

- 3. Invoices will be approved by the OACCA.
- 4. Total payment under the terms of this Agreement will not exceed the total amount of Five Hundred Fourteen Thousand Two Hundred Twenty Dollars (\$514,220). This cost includes all taxes and all other charges.

EXHIBIT D

Oakland Alameda County Coliseum Authority DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- · Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a
 court of competent jurisdiction in any matter involving fraud or official misconduct
 within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: _	Macias Gini & O'Connell LLP			
PRINCIPAL: Anni	e Louie —DocuSigned by:	_ TITLE:	Partner	
SIGNATURE:	Annie Louie 259018440405425	DATE:	6/2/2022	