



Oakland-Alameda County  
Coliseum Authority

**OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY**  
**Zoom Meeting**

**NOTICE AND AGENDA**  
**BOARD OF COMMISSIONERS**  
May 20, 2022  
Friday 8:30 a.m.

You are invited to a Zoom webinar.  
When: May 20, 2022 08:30 AM Pacific Time (US and Canada)  
Topic: OACCA Board Meeting 5.20.22

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/86764964701?pwd=SXVOOUhXTVNMOXBFSVh5eU12M3ZXZz09>

Passcode: 363145

Or One tap mobile :

US: +16699006833,,86764964701#,,,,\*363145# or +13462487799,,86764964701#,,,,\*363145#

Or Telephone:

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

US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 867 6496 4701

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International numbers available: <https://us06web.zoom.us/j/kcgbO1XDFI>

**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. Third Quarter Budget Report**
- 2. Oakland Amends Mandatory Vaccination Ordinance**
- 3. Arena Showcase**

**6b. General Manager Report**

**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**

**8. ADJOURNMENT**

# **OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY**

## **RESOLUTION NO. 2022-5**

### **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 in-person meetings create a health risk.

B. That the Authority will continue to meet virtually to allow its members and members of the public to avoid exposure to COVID-19 and maintain social distancing.

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 20th day of May, 2022, by the following majority vote:

Ayes:

Noes:

Absent:

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

ATTEST:

\_\_\_\_\_  
SECRETARY



Oakland-Alameda County  
Coliseum Authority

Oakland-Alameda County Coliseum Authority

April 15, 2022

Zoom Board Meeting Minutes

**CALL TO ORDER**

Chair Miley called the meeting to order at 8:33a.m.

**ROLL CALL**

Chair Miley

V. Chair Kaplan

Commissioner Iglesias

Commissioner Haubert

Commissioner Hill

Commissioner Reid

Commissioner Vukasin

**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 Haubert moved to accept, and Commissioner Iglesias seconded the motion. Roll Call: Commissioners: Hill, Haubert, Iglesias, Reid, Vukasin, Kaplan, and Reid approved. The motion was approved by 7 aye votes.

**OPEN FORUM**

Zennie Abraham spoke suggesting the meetings for OACCA continue to be virtual.

**OPEN FORUM**

Zennie Abraham spoke suggesting the OACCA establish their own sports commission with financing and development. Mr. Abrahams addressed the matter of Raiders debt.

**APPROVAL OF MINUTES**

The minutes for February 18, 2022, was submitted for approval. Commissioner Kaplan moved to approve, and Commissioner Haubert seconded the motion. Roll Call: Commissioners: Hill, Haubert, Iglesias, Reid, Vukasin, Kaplan, and Miley approved. The motion was approved by 7 aye votes.

**Reports**

6A. Executive Director Henry Gardner addressed and summarized the adverse impact the City of Oakland COVID policy has on the Coliseum Complex. Mr. Gardner stated 3 different options available, modification, suspend or lift the ordinance.

Commissioner Kaplan addressed the pros and cons of the vaccination including options of testing on site and purchasing in bulk good quality mask available to the public. Commissioner Kaplan stated the City Council will re-address the COVID Ordinance at the May 3, meeting.

Commissioners Iglesias, Haubert and Reid agreed the policy should be lifted with modifications and options available and put in place as needed.

Zennie Abrahams suggest to poll promoters on their view of the COVID Policy.

6b. ED Henry Gardner addressed the East Bay Mud sewer failure. Currently repairs are being made and upon completion there will be an inspection of the work completed.

### Hybrid Meetings

Mr. Gardner surveyed 3 different companies regarding Hybrid Meetings. Mr. Gardner summarized the positive and challenges of conducting OACCA hybrid meetings. Chair Miley recommended we continue have virtual remote meetings. Mr. Gardner suggest we have hybrid meetings with all commissioners physically present once a year.

Commissioners Haubert, Vukasin and Kaplan support hybrid meetings with Commissioners meeting in person when possible.

Zennie Abrahams supports hybrid meetings.

### Cat Invasion

ED, Henry Gardner summarized positive and negative impact the cat invasion has at Coliseum Complex. The cats have successfully controlled any rodent problem. The cats however have heavily multiplied, and some will need to be spay, neuter and removed. Animal Control has been contacted and will rescue kittens for adoption.

Commissioner Kaplan agreed with the plan the Coliseum has in place to control the cats.

Zennie Abraham spoke stating the debt at the Coliseum should be the focus and not a cat problem Mr. Abraham's also noted the public should be informed on treatment of cats if seen on premises while at an event.

Colette Lucas-Conwell from the Oakland A's spoke supporting the JPA in the adoption of the kittens.

6B. General Manager Nicole Strange summarized the upcoming and postponed events at the Coliseum Ms. Strange highlighted on added events and postponed events. Nicole spoke on program Read Across America. This event is an annual affair to promote youth literacy. ASM partnered with Ruth Elementary School in Hayward and donated 383 books to grades kindergarten to 6<sup>th</sup> grade.

Chair Miley and Commissioner Haubert complemented GM Nicole Strange and team on successful booking of concerts, events, and operations at the Coliseum Complex

Chair Miley noted the possibility of Cannabis event at the Coliseum once the negative criminal activity has decreased.

### ADJOURNMENT

Meeting adjourned at 9:32 a.m.

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Erin Roseman /Secretary

May 20, 2022

Honorable Chairperson Nate Miley and Commissioners of the Authority

**6.a**

**Third Quarter Budget Report**

The third quarter budget report has been prepared and is included in your agenda packet. The budget for FY 2021-22 is \$39,717,000. Based on the revenues and expenditures as of March 31, 2022, we are slightly ahead of budget.

At 75% of the year, revenues would be approximately \$29,788,000. They are \$39,632,000, which reflect the City and County debt service payments having been paid for the year; this is the largest revenue source. The second largest revenue source, the A's lease payment of \$1,250,000, has also been paid for the year. Facility Fees, budgeted at \$2,900,000, are running ahead of budget.

Operating expenditures are running below budget. The adopted budget estimated operating expenditures at \$14,112,000. At the end of the third quarter, they are \$6,472,000. The largest operating expenditure category is Coliseum Operations, budgeted at \$12,325,000. At the end of the third quarter the amount expended is \$4,661,000. The Management Fees are exceeding budget but this is based on increased revenues. Capital Outlay is approximately 50% of the budget at 75% of the year.

Based on the revenues and expenditures to date, we are projecting a surplus at the end of the year. We have included the estimated budget to actuals as an additional attachment to this report. Revenues are estimated to be \$40,862,000, approximately \$1,145,000 over budget. Expenditures are estimated to be \$36,556,000, \$3,161,000, under budget, resulting in a surplus of approximately \$4,305,000. If these numbers hold, this will be a very strong positive result.

The current year budget was based on a lot of guess work since we did not open the Arena until September 2021. The Arena has been very busy with bookings and we were very fortunate to have several major events in the Coliseum, in addition to the A's, which drove these revenues.

We will make the final report in June, at which time we will present the proposed budget for FY 2022-23.

**b. Oakland Amends Mandatory Vaccination Ordinance**

On May 3, 2022, the Oakland City Council amended its Emergency Vaccination Ordinance by removing the mandatory vaccination requirement and adding a mask mandate. The mandatory vaccination ordinance made Oakland the only city or county in the State that required proof of vaccination without permitting a recent negative test as an alternative for admittance into certain public places. This restriction placed the Oakland-Alameda County Coliseum Complex at a competitive disadvantage with venues in our region. At our urging, and that of other organizations, the ordinance was amended. Although masks are not required by the State or Alameda County, we elect to require patrons to wear masks when inside the buildings. As we have stated before, compliance is mixed but we constantly remind patrons to protect themselves and those around them by wearing masks. Given the rise of infections from the omicron variants and sub-variants, the mask requirement is wise.

### **c. The Arena Showcase**

As we all know, our two facilities, the Arena and the Coliseum, are aging facilities, having been built over fifty-five years ago and having last been fully renovated over twenty-five years ago. Nonetheless, major resources have been spent over the years to maintain the facilities in good operating condition with some major capital improvements along the way. The recent Paul McCartney concerts in the Arena was solid evidence that the building is one of which to be proud. The place was full to the rafters and the AEG/ASM staff was nothing short of superb. Levy did an excellent job with food service and things were pretty seamless. I could not have been prouder.

Respectfully submitted,

Henry L. Gardner  
Executive Director





**OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY**  
**Budget to Actual Schedule**  
**For the Period Ended March 31, 2022**  
**(Estimated Based on Actuals to Date)**

	Stadium		Arena		Total	
	Budget	Actual	Budget	Actual	Budget	Actual
<b>REVENUES:</b>						
Parking	\$ -	\$ 185,556	\$ -	\$ -	\$ -	\$ 185,556
Naming Allowance	-	660,000	-	-	-	660,000
Interest	300,000	71,766	300,000	70,222	600,000	141,988
Warriors Debt Service	-	-	9,700,000	9,625,749	9,700,000	9,625,749
Athletics Rent	1,250,000	1,250,000	-	-	1,250,000	1,250,000
Advertising	500,000	373,223	500,000	373,223	1,000,000	746,446
Cell Tower Leases	149,000	106,398	118,000	120,279	267,000	226,677
Facility Fees	1,400,000	1,826,156	1,500,000	968,209	2,900,000	2,794,365
City and County Contributions	19,294,500	19,294,500	4,705,500	4,705,500	24,000,000	24,000,000
Miscellaneous	-	900	-	-	-	900
<b>Total Revenues</b>	<b>22,893,500</b>	<b>23,768,499</b>	<b>16,823,500</b>	<b>15,863,182</b>	<b>39,717,000</b>	<b>39,631,681</b>
<b>EXPENDITURES:</b>						
Current						
Administration	450,000	256,155	450,000	263,905	900,000	520,060
Legal	125,000	-	125,000	-	250,000	-
Audit	26,000	22,176	26,000	22,176	52,000	44,352
Coliseum Operations	7,650,000	3,274,052	4,675,000	1,386,829	12,325,000	4,660,881
Management Fees	42,000	548,908	543,000	698,077	585,000	1,246,985
<b>Total Operating Expenditures</b>	<b>8,293,000</b>	<b>4,101,291</b>	<b>5,819,000</b>	<b>2,370,987</b>	<b>14,112,000</b>	<b>6,472,278</b>
Capital Outlay	1,780,500	1,036,486	1,304,500	597,418	3,085,000	1,633,904
Debt Service						
Principal	10,535,000	10,535,000	8,200,000	8,200,000	18,735,000	18,735,000
Interest	2,270,500	2,270,500	1,425,748	1,425,748	3,696,248	3,696,248
Other	14,500	-	74,252	-	88,752	-
<b>Total Debt Service Expenditures</b>	<b>12,820,000</b>	<b>12,805,500</b>	<b>9,700,000</b>	<b>9,625,748</b>	<b>22,520,000</b>	<b>22,431,248</b>
<b>Total Expenditures</b>	<b>\$ 22,893,500</b>	<b>\$ 17,943,277</b>	<b>\$ 16,823,500</b>	<b>\$ 12,594,153</b>	<b>\$ 39,717,000</b>	<b>\$ 30,537,430</b>



**OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY**  
**Budget to Actual Schedule**  
**For the Year Ended June 30, 2022**  
**(Estimated Based on Actuals to Date)**

	Q1 - Q3		Q4	FY21-22	
	Budget	Actual	Projected	Budget	Actual + Projected
<b>REVENUES:</b>					
Parking	\$ -	\$ 185,556	\$ -	\$ -	\$ 185,556
Naming Allowance	-	660,000	275,000	-	935,000
Interest	600,000	141,988	50,000	600,000	191,988
Warriors Debt Service	9,700,000	9,625,749	-	9,700,000	9,625,749
Athletics Rent	1,250,000	1,250,000	-	1,250,000	1,250,000
Advertising	1,000,000	746,446	250,000	1,000,000	996,446
Cell Tower Leases	267,000	226,677	30,000	267,000	256,677
Facility Fees	2,900,000	2,794,365	625,000	2,900,000	3,419,365
City and County Contributions	24,000,000	24,000,000	-	24,000,000	24,000,000
Miscellaneous	-	900	-	-	900
<b>Total Revenues</b>	<b>39,717,000</b>	<b>39,631,681</b>	<b>1,230,000</b>	<b>39,717,000</b>	<b>40,861,681</b>
<b>EXPENDITURES:</b>					
Current					
Administration	900,000	520,060	310,000	900,000	830,060
Legal	250,000	-	-	250,000	-
Audit	52,000	44,352	-	52,000	44,352
Coliseum Operations	12,325,000	4,660,881	3,806,920	12,325,000	8,467,801
Management Fees	585,000	1,246,985	446,050	585,000	1,693,035
<b>Total Operating Expenditures</b>	<b>14,112,000</b>	<b>6,472,278</b>	<b>4,562,970</b>	<b>14,112,000</b>	<b>11,035,248</b>
Capital Outlay	3,085,000	1,633,904	1,451,096	3,085,000	3,085,000
Debt Service					
Principal	18,735,000	18,735,000	-	18,735,000	18,735,000
Interest	3,696,248	3,696,248	-	3,696,248	3,696,248
Other	88,752	-	5,000	88,752	5,000
<b>Total Debt Service Expenditures</b>	<b>22,520,000</b>	<b>22,431,248</b>	<b>5,000</b>	<b>22,520,000</b>	<b>22,436,248</b>
<b>Total Expenditures</b>	<b>\$ 39,717,000</b>	<b>\$ 30,537,430</b>	<b>\$ 6,019,066</b>	<b>\$ 39,717,000</b>	<b>\$ 36,556,496</b>

ASM Global Oakland  
General Manager's Board Report  
May 20, 2022

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Event Activity

Added Events:

- Mount Westmore (May 27, 2022)
- Kapil Sharma (June 24, 2022)
- Boss Con Small Business Festival (June 26, 2022) (parking lot)
- Rock with Raaja – (July 10, 2022)
- Stray Kids – (July 12, 2022)
- Machine Gun Kelly (July 19, 2022)
- AR Rahman (July 23, 2022)
- Diljit Dosanjh – (July 29, 2022)
- Daddy Yankee – (Aug 2, 2022)
- Kendrick Lamar – (August 31 & September 1, 2022)
- Anuel AA (Sept 10, 2022)
- Bad Bunny (September 14, 2022) (RingCentral Coliseum)
- Shawn Mendes (September 17, 2022)
- Wu-Tang Clan & Nas – (October 1, 2022)
- Scorpions – (October 18, 2022)
- Porter Robinson's Second Sky Festival – (October 29 + 30, 2022) (parking lot)
- Zac Brown Band (November 6, 2022)
- Wisin Y Yandel (Nov 20, 2022)

Postponed Events (new date):

- J Balvin (TBD)
- Los Inquietos Del Norte (August 27, 2022)
- My Chemical Romance (October 5, 2022)
- Rage Against the Machine (March 3 & 5, 2023)

**OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY**

**RESOLUTION NO. 2022-6**

**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**

**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 appointed by the City and the County; and

**WHEREAS**, on July 15, 1996, the Golden State Warriors, LLC ("GSW") and the Authority entered into the Oakland-Alameda County Coliseum Arena License Agreement, as amended by Amendments No. 1 thru 4, which Agreement set forth the terms and conditions for GSW to occupy and use the Oakland Arena for a professional basketball team (collectively the "License Agreement"); and

**WHEREAS**, the License Agreement ended on June 30, 2019 and GSW vacated the Arena; and

**WHEREAS**, a dispute has arisen between GSW and the Authority regarding GSW's obligations following its departure from the Arena concerning the condition of the facilities and entitlement to various furniture, fixtures and equipment in the Arena; and

**WHEREAS**, GSW, Authority and AEG staff have worked cooperatively to narrow the scope of the dispute; and

**WHEREAS**, the GSW and the Authority now desire to settle and resolve all remaining claims and disputes arising from GSW's obligations under the License Agreement, including the obligation to return the Arena to "neutral" (restoring it to the condition that existed prior to GSW's occupancy, normal wear and tear excepted); and

**WHEREAS**, the proposed Settlement and Release expressly *excludes* any rights and obligations set forth in Section 6.4 of the License Agreement, as articulated in the Final Arbitration Award of January 27, 2019 (i.e., GSW's obligation to reimburse the Authority for shortfall in revenue over bond debt service);

**NOW THEREFORE BE IT RESOLVED** that the Board does hereby approve the Settlement and Release Agreement, a copy of which is attached to this Resolution; and

**BE IT FURTHER RESOLVED** that the Board authorizes the execution of the Settlement and Release Agreement by the Authority Chair on behalf of the Authority and the acceptance of the sum of \$106,339.58 to be paid by Golden State Warriors, LLC to the Authority.

**PASSED AND ADOPTED** by the governing board of the Oakland-Alameda County Coliseum Authority, this 20th day of May 2022, by the following vote:

Ayes:

Noes:

Absent:

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NATE MILEY, CHAIR

ATTEST:

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SECRETARY

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("**Agreement**") is made and entered into by and between Oakland-Alameda County Coliseum Authority, for itself and as successor to Oakland Alameda County Coliseum, Inc. (the "**Authority**") and Golden State Warriors, LLC, a California Limited Liability Company ("**GSW**"), as of the 4th day of May, 2022. The Authority and GSW shall at times be referred to jointly in this Agreement as the "**Parties**."

### **RECITALS**

WHEREAS, on or about July 15, 1996 the Parties entered into the Oakland-Alameda County Coliseum Arena License Agreement, as further amended by Amendment No. 1, as further amended by Amendment No. 2 to License Agreement dated June 15, 2003, as further amended by Amendment No. 3 to License Agreement dated November 1, 2006, as further amended by Amendment No. 3 to License Agreement dated June 21, 2011, as further amended by Amendment No. 4 to License Agreement dated April 5, 2017 (the "**License Agreement**"); and

WHEREAS, the License Agreement provided for GSW's occupation and use of an arena in Oakland, California and related parking and public improvements (collectively, the "**Arena**"), operated by the Authority, for GSW's professional basketball team; and

WHEREAS, the License Agreement expired as of June 30, 2019 and GSW vacated the Arena; and

WHEREAS, a dispute has arisen regarding the Parties' remaining rights and obligations arising from or related to the License Agreement, including with regard to GSW's obligations following its departure from the Arena; and

WHEREAS, following its departure from the Arena, GSW performed certain work at the Arena, including but not limited to removing signage, decals, branding, banners, metal sheeting, wallpaper, graphics and film from walls; cleaning, patching, and painting walls; demolishing certain metal structures; repairing and replacing certain flooring; and disposing of debris; and

WHEREAS, the Parties now desire to settle and resolve all claims and disputes arising from or related to GSW's obligations under the License Agreement, including but not limited to returning the Arena to "neutral" (restoring it to the condition that existed prior to GSW's occupancy, normal wear and tear excepted), with only the specific exceptions as set forth in this Agreement; and

NOW, THEREFORE, the Parties, incorporating the above Recitals as part of this Agreement and in consideration of the mutual covenants, terms and conditions contained herein, do hereby agree as follows.

## AGREEMENT

### 1. Completion of Work at the Arena

A. GSW shall complete the construction, repair and restoration work described below (the “**Remaining Work**”) at the Arena by no later than twenty-one (21) days following the full and final execution of this Agreement by all signatories listed below. If a task is not specifically identified below, it shall not be required as part of the Remaining Work, unless specifically agreed upon in writing by the Parties. Upon completion, GSW shall provide a written notice to the Authority confirming completion of the Remaining Work and requesting the Authority’s written approval that the Remaining Work has been completed, which approval shall not be unreasonably withheld or delayed, and subject to Section 2. The date upon which the Authority provides its written approval will be referred to as the “**Completion Date**.” Upon receiving the Authority’s written approval of all Remaining Work, GSW’s obligations to complete construction, repair, and restoration work at the Arena will be satisfied in full, subject to applicable warranties issued by the contractors.

B. The Remaining Work is as follows:

1. On the columns in the upper concourse where the old banners were removed a few years ago, GSW will patch holes and paint the five columns.
2. In Stella Club, GSW will cap off at end of the bar where the old wall was (two sides) and install trim.
3. In Stella Club, GSW will install new baseboard where it is missing and replace the missing areas of quarter round.
4. Doors on Club Level where Velcro is, GSW will remove the Velcro and clean the adhesive from the doors.
5. GSW will remove and replace existing bricks located outside of the Arena on the Plaza with concrete. The current bricks have a Warriors “W” and Warriors paraphernalia on them. More specifically, GSW will ensure that it will:
  - (a) Remove existing bricks and concrete;
  - (b) Cut asphalt back to clean rectangle;
  - (c) Add rebar and pour concrete; and
  - (d) Finish with broom finish.

C. GSW shall ensure that its contractors complete the Remaining Work in a safe manner, using all commercially standard working protocols, only upon procurement of all requisite permits from the City of Oakland, County of Alameda and/or any other regulatory bodies with jurisdiction on such work. The Authority has the right to withhold its written approval of the Remaining Work, discussed in Section 1A above, until all necessary permits

have been signed off by applicable regulatory bodies and evidence thereof has been provided to the Authority.

2. Payment By GSW to the Authority

In addition to completing the Remaining Work, GSW agrees to pay to the Authority a total amount of One Hundred Six Thousand, Three Hundred Thirty-Nine and Fifty-Eight Hundredths Dollars (\$106,339.58) as reimbursement for uniforms, maps, signage, suite photos (as detailed below) and as further consideration for the release of claims granted herein by the Authority. Such payment shall be made concurrently with or prior to the Completion Date, and GSW's failure to timely make such payment shall be cause for the Authority to disapprove the Remaining Work as required under Section 1A.

Item	Amount
Uniforms	\$ 65,006.37
Maps	\$ 1,011.50
Signage	\$ 13,851.33
Suite Photos	\$ 2,600.00
Administrative fee	\$ 10,000.00
<b>Subtotal</b>	<b>\$ 92,469.20</b>
Contingency fee	\$ 13,870.38
<b>TOTAL</b>	<b>\$ 106,339.58</b>

Such payment shall be made to the Authority by wire as follows:

Bank: Union Bank of California, LA  
ABA #122000496  
SWIFT # BOFCUS33MPK  
Account # 7020010325  
Beneficiary: Account of County of Alameda  
FBO: Oakland Coliseum JPA

3. Mutual Releases

Except for the obligations created by this Agreement and limitations expressly stated herein, the Parties, on behalf of themselves and anyone acting on their behalf, mutually waive, discharge, and release each other and each other's owners, officers, directors, principals, partners, predecessors, parents, successors, heirs, assigns, affiliates, subsidiaries, employees and agents of and from any and all claims, demands, actions, causes of action, damages, losses, costs, or expenses of any kind, known or unknown, suspected or unsuspected, past, present, or future, arising from or related to GSW's obligations under the License Agreement, including but not limited to the obligation to return the Arena to neutral (collectively, the "Released Claims").

Notwithstanding the above, the Parties acknowledge and agree that the **Released Claims** do not include the Parties' rights and obligations set forth in Section 6.4 of the License Agreement,



as further articulated in the Final Arbitration Award dated January 17, 2019 nor any third party Claims arising from or resulting from GSW's use of the Arena. The Authority represents and warrants, as part of this exception, that it is not currently aware of any potential or actual third party claims arising from or resulting from GSW's occupation or use of the Arena or GSW's obligations under the License Agreement.

As to the Released Claims, the Parties have considered the possibility that they may not now fully know the number and magnitude of all claims they have or may have against each other arising out of or related to the Released Claims. Nevertheless, except as to the obligations set forth and the claims expressly reserved in this Agreement, the Parties intend to assume the risk that they are releasing such unknown claims. To that end, the Parties expressly waive their rights under Section 1542 of the California Civil Code (or any similar statute of any other applicable jurisdiction), which provides:

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

\_\_\_\_\_  
Authority Initials

DAK  
GSW Initials

4. No Reliance Upon Representations

The Parties acknowledge that they are entering into this Agreement on the basis of the foregoing Recitals and that, to the best of their knowledge and belief, the Recitals are true and correct. Except as to the foregoing Recitals, however, the Parties acknowledge that the facts on which they may now be relying may hereafter prove to be untrue or materially different. The Parties, however, accept the risk and fully understand that even if such facts are not true or if there is a material change in the facts or circumstances now believed by them to be true, this Agreement shall nevertheless be and remain valid, effective, and binding. The Parties warrant that, in deciding to enter into this Agreement, they are not relying upon any representation, warranty, promise, condition, or term which is not explicitly and expressly set forth herein.

5. Covenants Regarding Nonassignment of Released Claims

The Parties warrant that they have not assigned, conveyed, granted, or transferred any claims arising from or related to GSW's occupation or use of the Arena or GSW's obligations under the License Agreement to any third party, nor any Released Claims released by this Agreement. The Parties covenant that they will not make, assert, or maintain against a party released under this Agreement any claim, demand, action, suit, or proceeding constituting the Released Claims. In the event that any of the Parties breach any of the representations, warranties,

or covenants contained in this Paragraph, they shall indemnify, defend and hold harmless the Party they have released in this Agreement against any resulting claim, dispute, demand, damage, debt, liability, obligation, cost, expense, lien, action and cause of action, including attorneys' fees and costs. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

6. Binding Effect

This Agreement governs the rights of, binds, and inures to the benefit of the Parties hereto, their predecessors and successors, and past, present, and future affiliates, subsidiaries, parent or related entities, joint ventures, sureties, partners, partnerships, assigns, officers, directors, shareholders, employees, agents, consultants, insurers, attorneys, administrators, nominees, agencies, departments, trustees, officials, estates, beneficiaries, and representatives.

7. Compromise

It is understood and agreed that this Agreement is the result of a good faith compromise settlement of a disputed claim, and that this Agreement and the releases contained herein shall not be taken or construed to be an admission of any liability, responsibility, fault, or wrongdoing by the Parties, each of whom continues to deny and disclaim any such liability, responsibility, fault, or wrongdoing. Each of the parties hereto is entering into this Agreement to avoid the expense, disruption, and uncertainty of litigation.

8. Representation By Counsel

This Agreement is entered into freely and voluntarily. The Parties acknowledge that they have been represented by counsel of their own choice in the negotiations that preceded the execution of this Agreement (or have been given the opportunity, but have chosen not to seek such counsel), and in connection with the preparation and execution of this Agreement. Each of the Parties executes this Agreement with full knowledge of its significance and with the express intention of affecting its legal consequences.

9. Entire Agreement

The parties understand and agree that this Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, correspondence, agreements, understandings, duties or obligations among the Parties with respect to the subject matter hereof.

10. Predecessors, Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective predecessors, successors and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the counterparty, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.

11. Applicable Law

This Agreement shall be construed under and shall be deemed to be governed by the laws of the State of California, without giving effect to any principles of conflicts of law if such principles could operate to construe this Agreement under the laws of any other jurisdiction.

12. Construction of Agreement

This Agreement is the product of negotiation and preparation by and among each party hereto and its attorneys therefore, the Parties acknowledge and agree that this Agreement shall not be deemed to have been prepared or drafted by one party or another, and that it shall be construed accordingly. The Parties expressly waive the provisions of California Civil Code Section 1654.

13. Modification of Agreement

No supplement, modification, waiver, or amendment with respect to this Agreement shall be binding unless executed in writing by the party against whom enforcement of such supplement, modification, waiver, or amendment is sought.

14. Counterparts of Agreement

This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, but such counterparts together shall constitute but one and the same instrument. A facsimile of a signature or an electronic file reflecting a signature (e.g., a signature page scanned into a PDF file) shall be binding against the Party whose signature appears on the facsimile or in the electronic file provided such facsimile or electronic file is delivered by counsel for the Party whose signature appears on the facsimile or in the electronic file.

15. Signatories' Authority

The individuals who execute this Agreement warrant and represent that they have the authority to do so on behalf of the legal entity for which they sign, and that they have the authority to do so and to bind the legal entity on whose behalf they have acted.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth below.

DATED: \_\_\_\_\_, 2022

Oakland Alameda County Coliseum  
Authority, a joint powers authority

By: \_\_\_\_\_  
Nate Miley, Chair

DATED: \_\_\_\_\_, 2022

Approved as to Form and Legality:

DATED: May 16, 2022

Approved as to Form:

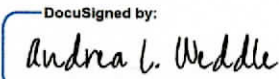
DATED: 5/16/2022, 2022

By: 

By: David Kelly  
Golden State Warriors, LLC

By:   
Office of the City Attorney, City of Oakland

Donna R. Ziegler, County Counsel

DocuSigned by:  
  
658D28A8033A403  
By: \_\_\_\_\_  
Name: Andrea L. Weddle  
Title: Chief Assistant County Counsel