

**OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY**

**RESOLUTION NO. 2025 - 15**

**RESOLUTION APPROVING THE FIRST AMENDMENT TO AMENDED AND  
RESTATED MANAGEMENT AGREEMENT**

**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") whose members are appointed by the City and the County; and

**WHEREAS**, the Authority manages the Oakland-Alameda Coliseum Complex (the "Coliseum Complex"), jointly owned by the City and the County, pursuant to that certain Amended and Restated Management Agreement dated as of May 1, 2000 among the City, County and Authority ("JPA Management Agreement"); and

**WHEREAS**, the JPA Management Agreement expires on the last day of the term of the Warrior Bonds (as defined therein) in February 2026, subject to earlier termination as provided therein; and

**WHEREAS**, the County and Coliseum Way Partners LLC, a Delaware limited liability company ("CWP") entered into that certain Disposition Agreement dated as of December 23, 2019 to sell the County's Interest to CWP, and the City and Oakland Acquisition Company, LLC, a Delaware limited liability company ("OAC") entered into that certain Real Property Sale Agreement (Coliseum Complex – City's Interest) dated as of August 31, 2024 to sell the City's Interest to OAC; and

**WHEREAS**, the City and County desire to have the Authority continue to manage the Coliseum Complex through and until either the City or County are no longer owners of the Coliseum Complex; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby approves the First Amendment to Amended and Restated Management Agreement, attached hereto as Exhibit A ("First Amendment"); and be it

**FURTHER RESOLVED** that the Executive Director is authorized to execute the First Amendment on behalf of the Authority.

**PASSED AND ADOPTED** by the governing board of the Oakland-Alameda County Coliseum Authority, this 3<sup>rd</sup> day of October 2025, by the following vote:

Ayes:

Noes:

Absent:

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

ATTEST:

\_\_\_\_\_  
SECRETARY

## Exhibit A

**FIRST AMENDMENT  
TO  
AMENDED AND RESTATED MANAGEMENT AGREEMENT**

This FIRST AMENDMENT TO AMENDED AND RESTATED MANAGEMENT AGREEMENT (this “**First Amendment**”) is entered into effective as of this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and among the **CITY OF OAKLAND**, a municipal corporation and charter city (“**City**”), the **COUNTY OF ALAMEDA**, a body corporate and politic and legal subdivision of the State of California (“**County**”), and the **OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY**, a joint powers authority established by City and County pursuant to the Amended and Restated Joint Powers Agreement, dated as of December 17, 1996 (“**JPA**”). City, County and JPA may be referred to in this Amendment individually as a “**Party**” and collectively as the “**Parties**.”

**Recitals**

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

A. City and County each own a fifty percent (50%) undivided interest in the Oakland-Alameda County Coliseum Complex (the “**City’s Interest**” and the “**County’s Interest**”, respectively), consisting of certain real property located within City’s municipal limits comprised of Parcel 1 and Parcel 2 more particularly described on Exhibit A attached hereto and incorporated herein by this reference, improvements thereon including an arena on Parcel 2 (the “**Arena Site**”), a stadium on Parcel 1 (the “**Stadium Site**”), exhibit hall, parking area and related structures, roadways, accessways and other improvements and certain equipment and other personal property used in the operation and maintenance of the Oakland-Alameda County Coliseum Complex (collectively, the “**Complex**”).

B. City, County and JPA are parties to that certain Management Agreement, originally entered into as of September 12, 1995 (the “**Original Agreement**”), and amended and restated by that certain Amended and Restated Management Agreement, dated as of May 1, 2000 (the “**Amended and Restated Agreement**”) pursuant to which the JPA, acting as an independent contractor, agreed to manage the Complex, including both the Stadium Site and the Arena Site, during the term of the Amended Agreement.

C. Certain bonds referred to as the “**2000 Raiders Bonds**” in the Amended Agreement were issued for, and related to, the Stadium Site and the facilities thereon (the “**Stadium Facilities**”), and certain bonds referred to as the “**Warrior Bonds**” in the Amended and Restated Agreement were issued for, and related to, the Arena Site and the facilities thereon (the “**Arena Facilities**”).

D. The 2000 Raider Bonds were fully paid in February 2025, the Warrior Bonds are due to be paid in February 2026, and following full payment of the bonds, the Amended and Restated Agreement is set to terminate.

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

F. Pursuant to Section 7.1 of the Amended and Restated Agreement, the Amended and Restated Agreement “shall end on the last day of the term of the Warrior Bonds or the 2000 Raider Bonds, whichever is later, subject to earlier termination [by the Owners]”.

G. The Parties wish to amend the Amended and Restated Agreement to extend the Term of the Amended and Restated Agreement to allow the JPA to continue to manage the Complex until either the City or the County no longer own their interest in the Complex.

H. The Amended and Restated Agreement, as amended by this First Amendment shall hereinafter be referred to as the “**Amended Agreement**”.

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

### **Agreement**

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

2. Term. Section 7.1 of the Amended Agreement is hereby deleted in entirety and replaced with the following:

7.1 Commencement of Term. This Amended Agreement shall become effective, and the Term shall commence, on May 25, 2000 and the Term shall end when either the City or the County are no longer owners of the Complex, but no earlier than the last day of the term of the Warrior Bonds, subject to earlier termination as provided in this Section 7.

3. Notices. Section 9.2 of the Amended Agreement is hereby revised to replace the notice address to the City to:

City of Oakland  
One Frank H. Ogawa Plaza  
Oakland, CA 94612  
Attn: City Administrator

In addition, the JPA address is hereby amended to replace "Attn: General Manager" with "Attn: Executive Director".

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

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

6. Ratification. The Amended Agreement, as amended by this First Amendment, remains in full force and effect, and the Parties hereby ratify the same.

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

JPA:

Oakland-Alameda County Coliseum Authority,  
a joint powers authority

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

Approved as to Form:

Donna R. Ziegler, County Counsel

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form and Legality:

Office of the City Attorney, City of Oakland

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

***[Signatures Continue of Following Pages]***

County:

County of Alameda,  
a political subdivision of the State of California

By: \_\_\_\_\_  
David Haubert, President

Approved as to Form:

DONNA R. ZIEGLER, County Counsel

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signatures Continue of Following Page]*

CITY:

City of Oakland,  
a municipal corporation

By:

\_\_\_\_\_  
Jestin D. Johnson  
City Administrator

Approved as to Form and Legality:

By:

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



EXHIBIT A

Legal Description of Coliseum Complex Property

The land referred to is situated in the City of Oakland, County of Alameda, State of California, and is described as follows:

Parcels 1 and 2 as shown on Parcel Map 7000, filed August 1, 1996, Map Book 223, Page 84, Alameda County Records.

APNs: 041-3901-008 and 041-3901-009