



Oakland-Alameda County
Coliseum Authority

**OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY
AMENDED**

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

REMOTE ATTENDANCE

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

**Commissioner Chuck Baker
1807 Martin Luther King Jr. Way
Oakland, CA 94612-1348**

You are invited to a Zoom webinar.
When: Sep 15, 2023 08:30 AM Pacific Time (US and Canada)
Topic: OACCA Board Meeting 9.15.23

Please click the link below to join the webinar:
<https://us06web.zoom.us/j/84846804129?pwd=dEZCUiBpbTV6YlZaVVRVV0VQRkNadz09>

Passcode: 934332

Or One tap mobile :

+16699006833,,84846804129#,,,,*934332# US (San Jose)

+16694449171,,84846804129#,,,,*934332# US

Or Telephone:

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

+1 669 900 6833 US (San Jose)

+1 669 444 9171 US+1 719 359 4580 US

+1 253 205 0468 US+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)+1 305 224 1968 US

+1 309 205 3325 US+1 312 626 6799 US (Chicago)

+1 360 209 5623 US+1 386 347 5053 US

+1 507 473 4847 US+1 564 217 2000 US

+1 646 931 3860 US+1 689 278 1000 US

+1 929 205 6099 US (New York)+1 301 715 8592 US (Washington DC)

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International numbers available: <https://us06web.zoom.us/j/84846804129?pwd=dEZCUiBpbTV6YlZaVVRVV0VQRkNadz09>

**Friday, September 15, 2023
8:30 a.m.**



Oakland-Alameda County
Coliseum Authority

**OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY
AMENDED**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **OPEN FORUM**
4. **APPROVAL OF MINUTES**
5. **REPORTS**
 - 5a. Executive Director Report
 1. Fiscal Year 2022-2023 - Internal Budget Adjustment for Coliseum Operations
 - 5b. General Manager Report
6. **NEW BUSINESS**

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AND RELEASE AGREEMENT WITH RINGCENTRAL, INC.
7. **DISCUSSION**

Potential Future Public Uses and Functions for the Coliseum Site
8. **CLOSED SESSION**

**“Pursuant to Government Code section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 7000 Coliseum Way
Agency negotiator: Henry Gardner, Executive Director Joint Powers Authority, Oakland-Alameda County Joint Powers Authority
Negotiating parties: Lydia Tan, Chief Real Estate Officer, Oakland Pro Soccer, LLC
Under negotiation: price and terms of payment”**
9. **REPORT FROM COUNSEL ON CLOSED SESSION**
10. **ADJOURNMENT**



Oakland-Alameda County
Coliseum Authority

Oakland-Alameda County Coliseum Authority
July 21, 2023
Zoom Board Meeting Minutes

CALL TO ORDER

Chair Kaplan called the meeting to order at 8:51 a.m.

ROLL CALL

Chair Kaplan
Commissioner Haubert
Commissioner Baker

V. Chair Miley
Commissioner Jenkins

OPEN FORUM

Zennie Abraham spoke of his disapproval regarding the removal and tax on vendors operating outside the Coliseum.

APPROVAL OF MINUTES

The meeting minutes for Roll Call: Commissioners: The corrected minutes, Erin Roseman misspelled name and removal from of "special" from agenda meeting minutes. Commissioner Jenkins moved to approve, and V. Chair Miley seconded the motion Roll Call: Commissioners: Baker, Haubert, Jenkins, Miley, and Kaplan approved. The motion was approved by five aye votes.

REPORTS

Chair Kaplan introduced the new Oakland City Administrator Jestin Johnson present at the meeting.

Executive Director Henry Gardner spoke regarding the complaints of the noise volume from games and concerts. ED Gardner reviewed and summarized OACCA net surplus for 2023. ED Gardner congratulated Nicole Strange and AEG team for their job performance excellence. Mr. Gardner informed the Board and public OACCA takes a recess in August and the next meeting will be September 15, 2023.

OPEN FORUM

5a. Zennie Abraham congratulated the OACCA team however suggested more should and could be done to aggressively to increase revenues example: Naming Rights lost revenue.

Chair Kaplan said the Board plans aggressively seek Naming Rights potentials.

General Manager Nicole Strange started her report giving kudos to Mr. Gardner's hard work adding to the success of AEG's performance. Ms. Strange updated the Board on past, upcoming, and canceled events, Ms. Strange informed the Board of the different events the Coliseum can provide such as proms wedding and individual special events

OPEN FORUM

5a. Zennie Abraham recommended ways to share and increase the Coliseum presence for all the contributions made to support the community.

OPEN FORUM

5a. Zennie Abraham commended Mr. Gardner for doing a great job.

CLOSED SESSION

The Board moved to closed session at 9:33 a.m.

REPORT FROM COUNSEL ON CLOSED SESSION

The Board has nothing to report from closed session.

ADJOURNEMENT

The meeting adjourned at 10:45 a.m.

Erin Roseman / Secretary

September 15, 2023

Honorable Chairperson Rebecca Kaplan and Commissioners of the Authority

6.a

1. Fiscal Year 2022-2023 - Internal Budget Adjustment for Coliseum Operations

During fiscal year 2022-2023, the Stadium and Arena achieved unprecedented levels of event income that generated a budget surplus. As a result, overhead expenses were impacted by the event activity and exceeded the budget by over \$2 million. The budget overages primarily occurred in utilities and insurance (general liability and workers compensation) due to the increased events. AEG is contractually required to separately budget for event income, non-event income and overhead expenses. All of these line items roll into the Coliseum Operations line item in the OACCA budget.

Due to the excess of actual overhead expenses compared to the budget, AEG is asking for a fiscal year 2022-2023 internal budget adjustment within the Coliseum Operations line item to increase overhead expenses for the Stadium by \$1,200,000 and the Arena by \$1,400,000. To offset this increase, they are also requesting to increase event income in the Stadium by \$1,200,000 and the Arena by \$1,400,000. These are internal budget adjustments within the Coliseum Operations line item and do not change the total budget for Coliseum Operations approved by the Board.

Respectfully submitted,

Henry L. Gardner

ASM Global Oakland
General Manager's Board Report
September 15, 2023

Event Activity

Added Events:

- Sid Sriram – (September 24, 2023)
- Kali Uchis – (Sept 26, 2023)
- Los Temerarios – (September 29, 2023)
- Christian Nodal – (October 1, 2023)
- Romeo Santos – (October 7, 2023)
- JOJI – (October 9, 2023)
- Maneskin – (October 13, 2023)
- Disney on Ice – (October 19-22, 2023)
- Travis Scott – (October 31 & November 1, 2023)
- Atif Aslam – (November 3, 2023)
- Kirk Franklin – (November 5, 2023)
- Ms. Lauryn Hill & Fugees – (November 7, 2023)
- Gabriel Iglesias – (November 17, 2023)
- Pancho Barraza – (November 18, 2023)
- Anita Baker – (December 23, 2023)

Postponed Events (new date):

- 85 South – (TBD)

Canceled:

- Aniversario De La Raza – (October 14, 2023)

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

RESOLUTION NO. 2023-5

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AND RELEASE AGREEMENT WITH RINGCENTRAL, INC.

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 January 4, 2021, RingCentral, Inc. and Authority entered into a Naming Rights Agreement (the “Naming Rights Agreement”) for the OACCA Stadium; and

WHEREAS, on March 13, 2023, RingCentral sent the Authority a notice of termination of the Naming Rights Agreement; and

WHEREAS, the Authority disputes RingCentral’s right to terminate the Naming Rights Agreement; asserts that RingCentral owes the Authority payment on a \$275,000.00 invoice dated March 31, 2023 (the “Invoice”); and has demanded that RingCentral complete the removal of RingCentral signage at the OACC Complex (collectively, the “Disputes”); and

WHEREAS, the Parties desire to resolve the Disputes and to release each other from all known and unknown claims arising out of or in any way connected to known or unknown facts existing as of the Effective Date of the Settlement and Release Agreement, as well as any Claims relating to or arising out of the same;

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.

PASSED AND ADOPTED by the governing board of the Oakland-Alameda County Coliseum Authority, this 15th day of September 2023, by the following vote:

Ayes:

Noes:

Absent:

REBECCA KAPLAN, CHAIR

ATTEST:

SECRETARY

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“**Agreement**”), dated as of the date of signature of the last signatory below (the “**Effective Date**”), is entered into by and between, on the one hand, RingCentral, Inc. (“**RingCentral**”) and, on the other hand, the Oakland-Alameda County Coliseum Authority, a joint powers authority established by the City of Oakland, a municipal corporation and a charter city duly organized and existing under the laws and Constitution of the State of California (“**the City**”), and the County of Alameda, a political subdivision of the State of California (the “**County**”), pursuant to the Amended and Rested Joint Powers Agreement dated as of December 17, 1996 (the “**Authority**”) (RingCentral and Authority may be individually referred to as a “**Party**” and collectively as “**Parties**”);

WHEREAS, on January 4, 2021, RingCentral and Authority entered into a Naming Rights Agreement (the “**Naming Rights Agreement**”);

WHEREAS, on March 13, 2023, RingCentral sent the Authority a notice of termination of the Naming Rights Agreement regarding the OACC Complex;

WHEREAS, the Authority dispute’s RingCentral’s right to terminate the Naming Rights Agreement; asserts that RingCentral owes the Authority payment on a \$275,000.00 invoice dated March 31, 2023 (the “**Invoice**”); and has demanded that RingCentral complete the removal of RingCentral signage at the OACC Complex (collectively, the “**Disputes**”);

WHEREAS, the Parties desire to resolve the Disputes and to release each other from all known and unknown claims arising out of or in any way connected to known or unknown facts existing as of the Effective Date, as well as any Claims relating to or arising out of the same;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, and other consideration as set forth below, the Parties agree as follows:

ADDITIONAL DEFINITIONS

“**Affiliate**” shall have the meaning defined in the Naming Rights Agreement.

“**Claims**” shall mean any and all claims, counterclaims, cross-claims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law.

“**Control(led)**” shall mean the legal, beneficial, and/or equitable ownership of or ability to control more than fifty percent (50%) of (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

“**Entity**” shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

“OACC Complex” shall have the meaning defined in the Naming Rights Agreement.

TERMS

1. **Incorporation of Recitals.** The recitals and definitions set forth above are hereby incorporated into, and are made a part of, this Agreement.

2. **Termination.** The Parties agree that the Naming Rights Agreement is terminated as of March 13, 2023. Other than the terms specified in this Agreement, the Parties shall have no further obligations to each other whatsoever.

3. **Payment of Invoice.** RingCentral will pay the Invoice within thirty (30) days of the Effective Date.

4. **Removal of Signage.** On or before July 13, 2023, RingCentral shall, at its sole expense, have removed any and all remaining RingCentral signage displaying the RingCentral name from the OACC Complex and restored the Stadium to its original condition prior to the installation of such signage.

5. **Mutual Releases.** The Parties, for themselves and each of their respective past and present Affiliates, joint ventures, directors, officers, members, partners, managers, shareholders, employees, insurers, agents, representatives, predecessors, successors, and assigns, irrevocably and unconditionally release and forever discharge each other, including each other's past and present Affiliates, joint ventures, partnerships, directors, officers, members, partners, managers, shareholders, employees, insurers, agents, representatives, predecessors, successors, and assigns (“Released Parties”), from any and all Claims of whatever kind or character, known or unknown, which each Party has or may have against any other Released Party, occurring, or relating to acts occurring, prior to the Effective Date, including, but not limited to all Claims (including cross-claims) that are or could have been alleged in, arise out of, or relate to the Dispute (collectively, the “Released Actions”).

The Parties hereto further acknowledge that they have negotiated this Agreement and made the foregoing releases taking into account both presently suspected and known, and presently unsuspected and unknown, Claims, and the Parties hereto voluntarily and with full knowledge of its significance, expressly waive and relinquish any and all rights they may have under any state or federal statute, rule or common law principle, in law or equity, relating to limitations on general releases. Specifically, each Party hereby expressly waives any rights it may have under California Civil Code Section 1542 (or any other similar law in any jurisdiction), which provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT 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.”

6. **Covenant Not to Sue.** The Parties covenant not to sue any Released Party for any of the Released Actions.

7. **Attorneys' Fees, Expenses, and Costs.** The Parties agree that they shall bear their own costs, expenses, and attorneys' fees relating to the negotiation of this Agreement and the Disputes.

8. **Representations and Warranties.**

a. **By RingCentral:** RingCentral represents and warrants (i) it has full power and authority to enter into this Agreement, on behalf of RingCentral, Inc.; (ii) it has full power and authority to grant the rights it granted herein, including the Release in Section 2 above; (iii) it has not entered into any other contracts, agreements, or obligations that would conflict with this Agreement; and (iv) as of the Effective Date, it has not filed or caused to be filed, and has no present intention to file, with any governmental agency, court, arbitration or other tribunal any Claim against the other Party other than the Dispute.

b. **By the Authority:** The Authority represents and warrants (i) it has full power and authority to enter into this Agreement, on behalf of the Oakland-Alameda County Coliseum Authority, a joint powers authority established by the City and the County, pursuant to the Amended and Rested Joint Powers Agreement dated as of December 17, 1996; (ii) it has full power and authority to grant the rights granted by it herein, including the Release in Section 2 above; (iii) it has not entered into any other contracts, agreements, or obligations that would conflict with this Agreement; and (iv) as of the Effective Date, it has not filed or caused to be filed, and has no present intention to file, with any governmental agency, court, arbitration or other tribunal any Claim against the other Party other than the Dispute.

c. **Authorized Signatory.** The persons signing this Agreement each represent and warrant that they are duly authorized, with full authority to bind the Parties, and that no signature of any other person or entity is necessary to bind the Parties.

9. **No Admission of Liability.** Nothing in this Agreement is an admission of wrongdoing or fault, nor shall anything in this Agreement constitute an admission against interest.

10. **Miscellaneous.**

a. **Severability.** Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance, or regulation, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

b. **Further Assurances.** Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the Parties.

c. **Modifications or Amendments.** No amendment, change, or modification of this Agreement shall be valid, unless in writing and signed by the Parties.

d. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter in this Agreement and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby terminated and canceled in their entirety and are of no further force or effect, *provided however* that this Agreement shall not terminate, cancel, reduce or contravene any covenants not to sue relating to the patents recited herein or between the Parties.

e. **Non-Waiver.** No waiver by any Party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

f. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution and delivery of counterparts of this Agreement, by facsimile or electronic means or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the parties executing this Agreement.

g. **Captions.** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and not such caption shall control and govern in the construction of this Agreement.

h. **Non-Agency.** Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee, or joint venture relationship between the Parties. Neither Party shall incur any debts or make any commitments binding on the other.

11. **Governing Law and Venue.** This Agreement shall be governed, and the terms and conditions herein construed, according to the laws of the State of California without regard to that state's body of law controlling conflicts of law. Any dispute arising from or relating to this Agreement will be subject to the exclusive jurisdiction and venue of the federal courts located in the United States District Court for the Northern District of California or, solely in the case where no federal subject matter jurisdiction exists, the courts of the County of Alameda, California.

12. **Notice.** Any notice or communication required or permitted to be given by either Party hereunder shall be in written form and shall be considered to be sufficiently given if mailed by registered or certified mail or transmitted by overnight courier, addressed to the Parties hereto as follows:

To RingCentral:

RingCentral, Inc.
Attn: Legal
20 Davis Drive
Belmont, CA 94002

To the Authority:

Oakland-Alameda County Coliseum Authority
Attn: Executive Director
7000 Coliseum Way
Oakland, California 94621

with a copy to: Office of the County Counsel
1221 Oak Street, Suite 450
Oakland, CA 94612
Tel: (510) 272-6700
Fax: (510) 272-5020

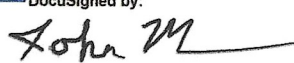
and with a copy to: Office of the Oakland City Attorney
One Frank H. Ogawa Plaza, 6th Floor
Oakland, CA 94612
Tel: (510) 238-3500
Fax: (510) 238-6500

Or to such changed address as the addressee shall have specified by written notice in accordance with this provision.

13. Enforceability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable. The Parties agree to negotiate in good faith to enforce a substitute provision for any invalid or unenforceable provision that most nearly achieves the intent of such provision.

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly authorized officers, as of the Effective Date.

RINGCENTRAL, INC.
a Delaware corporation

DocuSigned by:
By: 
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Its: Chief Administrative Officer

Date: 8/21/2023

**OAKLAND-ALAMEDA COUNTY COLISEUM
AUTHORITY**

a Joint Powers Authority

By: _____
Rebecca Kaplan, Chair

Date: _____

APPROVED AS TO FORM AND LEGALITY:
BARBARA J. PARKER, CITY ATTORNEY

DocuSigned by:
By: Barbara Parker
28556AFE98EC43E...

Its: _____

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

DocuSigned by:
By: Andrea L. Weddle
658D28A8033A403...
Andrea L. Weddle
Chief Assistant County Counsel