



Oakland-Alameda County
Coliseum Authority

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

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

Friday, February 16, 2018
8:30 a.m.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES
4. OPEN FORUM
5. REPORTS
 - 5a. Executive Director's Report
 - 5b. General Manager's Report
6. NEW BUSINESS
 - 6a. RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF OUTFRONT MEDIA AGREEMENT TO MARKET NAMING RIGHTS AT THE COLISEUM
7. CLOSED SESSION
 - 7a. Existing litigation pursuant to Government Code Section 54956.9(a):
-Oakland-Alameda County Coliseum Authority v Golden State Warriors, LLC, Arbitration Demand and Counterclaim
 - 7b. Pursuant to California Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 7000 Coliseum Way Oakland, CA 94621
Agency Negotiator: Scott McKibben, Executive Director Oakland Alameda County Coliseum Authority
Negotiating Parties: Mark Davis, Principal Owner and Managing Partner, Oakland Raiders
Under Negotiation: Price and terms of payment for license agreement extension
8. REPORT FROM COUNSEL ON CLOSED SESSION
9. ADJOURNMENT



Oakland-Alameda County
Coliseum Authority

Oakland-Alameda County Coliseum Authority
January 19, 2018
Minutes

CALL TO ORDER

Vice Chair Reid called the meeting to order at 8:38 a.m.

ROLL CALL

Chair Miley - arrived at 8:48a.m.
Commissioner De La Fuente
Commissioner Haggerty

Vice Chair Reid
Commissioner Hill
Commissioner Lee
Commissioner McElhanev

APPROVAL OF MINUTES

The Oakland Alameda County Coliseum Authority minutes for November 17, 2017 and November 30, 2017 were submitted for approval. Commissioner McElhanev request spelling correction on November 17, minutes to state City Council. Commissioner Haggerty moved to approve the minutes with the correction and Commissioner McElhanev seconded the motion. The minutes were approved by consensus

OPEN FORUM

No Speakers

REPORTS

5a. Executive Director, Scott McKibben gave updates on Capital Projects, which included the additional cost of the window project. The Ricky Henderson statue is scheduled to be unveiled in July 2018. Scott updated the Board on his discussions with IMG Places regarding triple header college basketball games to be held at Oracle in December 2018. Scott announced the Raiders exercised their option in writing to play at Coliseum for the 2018 season.

5b. General Manager Chris Wright's report gave an update on past and upcoming events. Chris informed the Board of 12th in country and 8th in local area Poll Star ranking for Coliseum Complex. Chris explained the pros and cons on hosting outdoor events.

NEW BUSINESS

No New Business

CLOSED SESSION

The Board moved to closed session at 8:47a.m.
Commissioner Haggerty recused himself from discussions regarding Oakland Raiders/

REPORT FROM COUNSEL ON CLOSED SESSION

There was no reportable action from closed session

ADJOURNMENT

Meeting adjourned at 10:23a.m.

Katano Kasaine
Secretary

**Executive Director's Report
OACCA
February 16, 2018**

Stadium Capital Projects; We are moving ahead on the new outfield fan bar at the stadium. This will displace about 100 seats in the bleachers and for Raiders games, but the A's will provide replacement seats /chairs when we do field conversions.

We have been in discussions with both the A's and Raiders since November working on a project plan that accommodates both. At the current time the Raiders are still objecting to the project but we continue to work with them to resolve their concerns.

The project is completely being paid for by the A's.

Team Australia Rugby; We are in discussions with USA Rugby and team Australia regarding the opportunity to host the Australian team for home games next year when they tour the USA. The team will be housed in the Bay Area and practice somewhere in the area. We at the Coliseum will not have the practice site but possibly host games here. If successful this will be negotiated via contract with AEG sometime this summer.

AEG Management Oakland
General Manager's Board Report

February 16, 2018

Event Activity

1/23, 25, 27	Warriors vs. New York, Minnesota, Boston
1/28	Santa Cruz Warriors vs. Austin Spurs
2/3	Supercross
2/6, 2/8	Warriors vs. Oklahoma City, Dallas
2/9	Joel Osteen
2/10	Warriors vs. San Antonio
2/11	WWE Road to WrestleMania
2/12	Warriors vs. Phoenix

Upcoming Notable Events:

2/17-18	Monster Jam
2/22, 24	Warriors vs. LA Clippers, Oklahoma City
2/28-3/4	Disney On Ice "Follow Your Heart"
3/6, 3/8	Warriors vs. Brooklyn, San Antonio
3/9	Pepe Aguilar
3/13	Lorde
3/14, 16, 23	Warriors vs. LA Lakers, Sacramento, Atlanta
3/25, 27, 29	Warriors vs. Utah, Indiana, Milwaukee
4/1, 7	Warriors vs. Phoenix, New Orleans
4/6	Romeo Santos
4/8	Martin Lawrence
5/8	Kendrick Lamar
5/18-19	P!nk
5/25	Paul Simon
6/1	Maroon 5
8/2	Jeff Lynne's ELO
8/7	Daryl Hall & John Oates and Train
9/4	Sam Smith
11/17	Kevin Hart
1/18/19	Elton John

STAFF REPORT

February 16, 2018

Item 6a. RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF OUTFRONT MEDIA AGREEMENT TO MARKET NAMING RIGHTS AT THE COLISEUM

Background. May 2009, the Board approved an agreement naming Premier Partnership as the Authority's selling agent to secure naming rights sponsor for the stadium.

In 2011 Premier successfully sold the naming rights to Overstock.com for \$1,200,000 with an annual increase of 3%. Premier was paid a one-time 15% commission on the original transaction and an annual 5% commission on renewals. These net funds are split evenly with Raiders after all expenses.

In 2015 the last year O.co was the rights sponsor the Authority and the Raiders each received \$472,000. The A's do not receive any funds from the naming rights.

In the spring of 2016, O.co sent notice of termination for the naming rights, we have independently attempted to market the rights but without any success.

It is time to bring on a fully staffed professional sales organization that has the network of contacts and bandwidth to properly and efficiently market the rights.

The firm we are seeking approval for is Outfront Media Sports, a division of Outfront Media, who we currently contract with for outdoor signage on our property.

Proposal. The Authority will be engaging Outfront Media Sports, Inc. as the exclusive sales representative to secure a Naming Rights partner for the Coliseum.

Outfront will develop marketing and sales material, seek corporate partners, develop specific proposals, negotiate contract terms, and provide the Executive Director regular status reports.

The term is for 8 months beginning February 16, 2018 and ending October 15, 2018.

Outfront shall receive a 15% commission on the first year's renewal and 5% per year on renewals. Final naming rights contract will require JPA Board approval.

Recommendation. Staff recommends that the Board approve the proposal as presented.

EXCLUSIVE SALES REPRESENTATION AGREEMENT

THIS EXCLUSIVE SALES REPRESENTATION AGREEMENT ("Agreement") is made and entered into as of February 16, 2018, between the **OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY** ("OACCA") with offices at 7000 Coliseum Way, Oakland, California 94621, and **OUTFRONT Media Sports, Inc.**, ("OMS" or "Consultant") with offices at 6420 Rea Road A1, Charlotte, North Carolina 28277 (collectively, the "Parties").

RECITALS:

A. OACCA is the joint exercise of powers agency organized pursuant to an agreement between the County of Alameda ("County") and the City of Oakland ("City") to finance improvements to and manage on behalf of the City and County the Oakland-Alameda County Coliseum located at 7000 Coliseum Way, Oakland, California ("Coliseum").

B. Consultant has extensive experience and knowledge with respect to marketing and corporate sales with regard to a variety of sports and entertainment facilities, events, and other properties.

C. OACCA desires to engage Consultant to act as the Exclusive Sales Representative ("as defined below") for the services described below on the terms and conditions set forth herein.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants that are contained in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES. OACCA hereby engages Consultant, and Consultant agrees to provide, the following services ("Services") for the benefit of OACCA during the Term of this Agreement:

1.1. Sales Representation. OMS agrees to represent OACCA as its exclusive sales representative for purposes of securing the Naming Rights (as defined below) of the Coliseum (the "Exclusive Sales Representative").

1.2. Sales Personnel. OMS shall provide the Services through the use of appropriate personnel, as OMS deems reasonably necessary in order to fulfill its

obligations under this Agreement. Consultant shall act as leader in the sales process and shall work directly with OACCA's Executive Director in efforts to secure the Naming Rights. Among other activities, OMS will: develop marketing and sales materials; seek possible corporate partners; develop sponsorship proposals; negotiate contract deal terms with corporate partners; provide the Executive Director with regular status reports; and, confer with the Executive Director on a regular basis (at least monthly).

1.3. NAMING RIGHTS. The "Naming Rights" opportunity authorized by this Agreement shall consist of the right of a third party to sponsor the temporary name of the Coliseum, including the right to install at the sponsor's cost the appropriate signage on the structure, parking lots, and access ways, for a duration of up to ____, years, as set forth herein:

1.3.1 Any proposed agreement for the Naming Rights shall be subject to review and approval of the OACCA (the "Naming Rights Contract");

1.3.2 The Naming Rights Contract shall include an express right of the OACCA to early terminate the Naming Rights agreement should: (a) the OACCA dissolve, either voluntarily or by law; (b) the OACCA elects to agree that the Coliseum be utilized for a major league sports team pursuant to a long-term agreement; or (c) the City, County and/or OACCA elect to redevelop the Coliseum either for a replacement sporting facility or other development plan; and

1.3.3 Additional on-site sponsorship rights (video boards, monitors, facility signage, etc.) may be authorized for inclusion in this Naming Rights opportunity only by an amendment to this Agreement, pursuant to formal action by the OACCA governing board.

2. TERM. The term of this Agreement ("Term") will commence on February 16, 2018 (subject to authorization by the OACCA governing board), and will terminate upon execution of a Naming Rights agreement or eight (8) months thereafter on October 15, 2018, whichever occurs first, unless terminated earlier as provided in in Section 6. This Agreement may be extended by mutual written agreement of the Parties, by action of the OACCA governing board, if active negotiations have started between a Naming Rights prospective sponsor and OACCA.

3. COMPENSATION. In consideration for the services to be provided by OMS, OACCA shall compensate OMS for an executed Naming Rights Agreement in the following manner:

3.1. OMS shall receive compensation in the amount of fifteen percent (15%) of the total cash revenues received by OACCA, under the Naming Rights Contract in the first full year and five percent (5%) for each additional year of revenue received by OACCA pursuant to such Naming Rights Contract.

3.2. First year compensation of fifteen percent (15%) shall be payable in lump sum upon completion of a fully executed Naming Rights Contract between Naming Rights partner and OACCA. Additional annual compensation of five percent (5%) will be dispersed at the start of each additional contract year of the Naming Rights Contract between OACCA and the Naming Rights partner, as long as the Naming Rights Contract has not expired or early terminated.

4. OACCA's RESPONSIBILITIES. Any Naming Rights Contract shall be between OACCA and the Naming Rights partner. The final Naming Rights Contract shall be subject to acceptance by OMS at OACCA's sole discretion. OACCA's responsibilities will include, but not be limited to, invoicing of the client; collection of all revenue; and paying compensation to OMS as set forth herein.

5. TRAVEL EXPENSES. The parties recognize and agree that in order for OMS to fulfill its role as defined above, it may be necessary for OMS to travel in order to pursue business with representatives, agencies, and other business entities. OMS shall be solely responsible for any and all travel expenses incurred in the pursuit of a Naming Rights partner, including its own expenses incurred in preparation, negotiation and performance of this Agreement and for the costs of its sales force, sales assistants, clerical and related sales personnel and expenses thereto.

6. REQUIREMENTS. Without in any way limiting any other term or provision of this Agreement or any obligation of Consultant hereunder, Consultant shall:

6.1. Adhere to all laws, policies, rules, and regulations applicable to the Services to be provided by Consultant pursuant to this Agreement.

6.2. Have no right or power to enter into any agreement in the name of or on behalf of OACCA, or to otherwise obligate OACCA in any manner, without the

1.2. TO THE EXTENT PERMITTED BY APPLICABLE LAW, OACCA shall indemnify, protect and save harmless OMS and its agents, servants and employees from and against any and all suits, claims, demands or damages arising out of any act by OACCA, its agents, servants and employees in the performance of this Agreement. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement.

7. INSURANCE. OMS shall also have in place and maintain for the duration of this Agreement commercial general liability insurance (covering bodily injury, premises liability, property damage, and contract liability) in the amount of \$1 million per occurrence for and automobile insurance and workers compensation insurance as required by law.

8. TERMINATION FOR BREACH. In the event Consultant or any employee of Consultant performing Services on behalf of Consultant for the benefit of OACCA breaches this Agreement, OACCA will have the right to terminate this Agreement in addition to other rights or remedies which OACCA may have under this Agreement, or at law or in equity. In the event OACCA or any employee of OACCA breaches this

Agreement, Consultant will have the right to terminate this Agreement in addition to other rights or remedies which Consultant may have under this Agreement, or at law or in equity. A party will not be in breach hereof unless such party has first been notified in writing by the other party of the alleged breach and the notified party has failed to cure the alleged breach within twenty (20) days following delivery of such notice. Consultant acknowledges that no portion of any compensation shall accrue or be due and payable hereunder during any period that OACCA has provided written notice to Consultant of the occurrence of any alleged breach unless Consultant actually cures such alleged breach to the satisfaction of OACCA prior to the expiration of the applicable cure period.

9. INDEPENDENT CONSULTANT STATUS. The relationship of the Consultant to OACCA created by this Agreement is that of an independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties or to make OACCA liable for the debts or obligations of Consultant. In performing the work hereunder, OMS and its employees, agents and representatives shall not be construed to be employees or agents of OACCA in any manner whatsoever

10. INTELLECTUAL PROPERTY.

10.1. Consultant agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights to OACCA or Coliseum (the "COLISEUM Trademarks"), (b) ownership of all such COLISEUM Trademarks shall remain the property of OACCA, and (c) Consultant will not use any COLISEUM Trademarks under any circumstances without the prior written consent of OACCA, which consent OACCA may withhold in its sole and absolute discretion.

10.2 OACCA shall have all ownership rights in all written, recorded, photographic, or visual materials, all computations, sketches, reports, test data, survey results, photographs, renderings, and other materials pertaining to the services prepared by Consultant produced in the performance of this Agreement (collectively, the "Documents and Reports"). All Documents and Reports shall be for OACCA

exclusive use and re-use at any time without further compensation to Consultant. Any restrictions imposed by third parties, such as rights fees payable for use of player images in photographs, etc., shall be immediately disclosed to OACCA. Consultant shall retain no ownership, interest, or title in the Documents and Reports. Consultant shall not use any Documents and Reports for marketing purposes without the prior written consent of OACCA, which consent may be withheld in OACCA sole discretion

11. CONFIDENTIAL INFORMATION. During the term of this Agreement, Consultant may gain access or be exposed to certain confidential and proprietary information relating to the business of OACCA. Consultant agrees that all such confidential and proprietary information shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of OACCA, which consent may be withheld by OACCA in its sole and absolute discretion. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the Term of this Agreement and may be enforced by injunctive relief or other equitable or legal remedies without the necessity of proving inadequacy of legal remedies and without proving that OACCA or any of its officers, directors, shareholders, partners, managers, members, employees, agents, consultants or representatives would suffer irreparable harm as a result of a violation of such confidentiality obligation.

12. AUDIT RIGHTS. Each party will have the right to audit the other's books and records in connection with the operation of this Agreement upon reasonable prior written notice but in no event more than twice with respect to any one (1) year period.

13. EFFECT OF AGREEMENT/ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties and to their respective assigns; provided, however, this Agreement may not be assigned by Consultant, nor may any of Consultant's duties hereunder be delegated, without the prior written consent of OACCA, which consent may be withheld by OACCA in its sole and absolute discretion. Notwithstanding the foregoing, Consultant will have the right to assign this Agreement in connection with a merger of Consultant into a third party, or the sale of all or substantially all of Consultant's assets.

14. NOTICES. Notices, demands, communications and payments shall be sent by facsimiles and certified mail and shall be deemed to have been duly upon receipt, by one part from the other, at the following addresses:

TO OACCA:

Oakland-Alameda County Coliseum
7000 Coliseum Way
Oakland, CA 94621
Attention: Scott McKibben, Executive Director

TO OMS:

OUTFRONT Media Sports
6420 Rea Rd. A1
Charlotte, NC 28277
Attention: Doug Paschal, VP/GM

15. NON-DISCRIMINATION. OMS in exercising any of the rights or privileges granted in this Agreement, shall not, on the grounds of age, race, creed, color, disability, sex, sexual orientation, national origin, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal law or regulations.

16. WAIVER. No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

17. SEVERABILITY. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement.

18. OTHER ASSURANCES. The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

19. ENTIRE AGREEMENT. This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. This Agreement may not be modified, altered or amended-except by a written instrument signed by both parties.

20. GOVERNING LAW. This Agreement is subject to and governed by the laws of the State of California and the state and federal courts of California shall have the exclusive jurisdiction over any controversy or claim arising out of or relating to this Agreement. Any and all claims etc. shall be brought in the courts of Alameda County, California.

21. CHOICE OF LAW. The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of California, without regard to that State's rules with respect to choice of law.

22. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized officers as of the day and year first above written.

OUTFRONT MEDIA SPORTS, INC.

OAKLAND ALAMEDA COUNTY
COLISEUM AUTHORITY

By: _____
Doug Paschal, VP/GM

BY: _____
Nate Miley, Chair

Approved Pursuant to OACCA Resolution _____

OAKLAND-ALAMEDA COUNTY COLISEUM AUTHORITY

RESOLUTION NO. 2018-___

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN EXCLUSIVE SALES REPRESENTATION AGREEMENT BETWEEN OUTFRONT SPORTS, INC. AND THE OAKLAND ALAMEDA COUNTY COLISEUM AUTHORITY TO PROVIDE NAMING RIGHTS SALES SERVICES

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, the Coliseum facility is currently without a naming rights sponsor and the Executive Director has recommended that the Authority contract with Outfront Sports, Inc. (“Outfront”) for the purpose of securing a third party to sponsor the temporary name of the Coliseum (“Naming Rights”); and

Whereas, the Authority Board of Commissioners wishes to contract with Outfront to provide Naming Rights sales services for the Authority;

NOW THEREFORE BE IT RESOLVED: that subject to Outfront properly registering with the California Secretary of State to do business in the State of California, the Authority Board of Commissioners hereby approves and authorizes the execution of an agreement between Outfront and the Authority to provide exclusive sales representation services for naming rights of the Coliseum, for a term of 8 months, with compensation by a commission equal to fifteen percent (15%) of the total cash revenues received by Authority under the third party naming rights contract in the first full year and five percent (5%) for each additional year of revenue received by the Authority ; and be it

FURTHER RESOLVED: that the Authority Legal Counsel shall prepare and approve as to form and legality an exclusive sales agreement between Outfront and the Authority, with the principal terms generally as contained in the attachment to this resolution.

PASSED AND ADOPTED by the governing board of the Oakland-Alameda County Coliseum Authority, this 16th day of February, 2018, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

NATE MILEY, CHAIR

ATTEST:

SECRETARY