



SUSAN S. MURANISHI  
COUNTY ADMINISTRATOR

AGENDA \_\_\_\_\_ August 2, 2016  
**REVISED**  
C O U N T Y   A D M I N I S T R A T O R

July 25, 2016

Honorable Board of Supervisors  
Administration Building  
Oakland, CA 94612

Dear Board Members:

**SUBJECT:        Non-Binding Letter of Intent Regarding Proposed New Multi-Purpose Stadium  
                      in Oakland, California**

RECOMMENDATIONS

It is recommended that the Board authorize the County Administrator to sign on behalf of the County the Non-Binding Letter of Intent and authorize the County negotiating team to enter into negotiations jointly with the City of Oakland and the proposing entity known as the Oakland City Pro Football Group, LLC.

DISCUSSION/SUMMARY

This non-binding Letter of Intent ("**LOI**") is being signed by representatives of the City of Oakland, (the "**City**"), the County of Alameda, (the "**County**") and Oakland City Pro Football Group, LLC, a California limited liability company (the "**Developer**").

The Developer has approached the City and the County seeking to work with the Oakland Raiders, the City and the County to develop and construct a new multi-purpose stadium (the "**New Stadium Project**" or "**NSP**") to replace the Oakland-Alameda County Coliseum. As part of this effort, the City, the County and the Developer intend to negotiate in good faith the terms of a possible disposition and development agreement, lease disposition and development agreement, or similar instrument, along with other ancillary agreements for the NSP.

The City, the County and the Developer anticipate that the NSP will be constructed as a facility that will be competitive with other comparably-sized, publicly-owned, outdoor stadiums recently constructed for National Football League teams; and, although designed and constructed primarily for use as the home field of the Raiders, the NSP will be capable of temporary reconfiguration for other types of outdoor sports and entertainment events including, but not limited to, existing Coliseum events and various events for the National Collegiate Athletic Association, Major League Soccer, and the Fédération Internationale de Football Association.

The City, the County and the Developer acknowledge that the NSP may include related ancillary development on a portion of the existing approximately 121-acre Coliseum property site, and that any consideration of the NSP site plan and financing plan should address these issues. The City, the County

and the Developer understand that the NSP will have to be coordinated with the Oakland Athletics', Oakland Raiders', and Golden State Warriors' current rights to continued use of the existing Coliseum facility and the possible development of a new Oakland Athletics ballpark and related ancillary development on a portion of the existing approximately 120-acre Coliseum property site.

The non-binding LOI provides a framework for discussions on the New Stadium proposal. The City and the County retain the discretion to approve, or not approve, any proposed projects that arise from these discussions.

#### FINANCING

Funds are in the current year budget and no additional appropriations are necessary. Each party in these negotiations will be responsible for its own expenses.

Respectfully submitted,



Susan S. Muranishi  
County Administrator

Attachment

SSM:AN:nr

cc: Steve Manning, Auditor-Controller  
Donna Ziegler, County Counsel  
Pat O'Connell  
Aki Nakao



CITY OF OAKLAND

Office of the Mayor  
Libby Schaaf



SCOTT HAGGERTY  
President, Board of Supervisors

August 26, 2016

**Re: Non-Binding Letter of Intent Regarding Proposed New Multi-Purpose Stadium in Oakland, California**

THIS NON-BINDING LETTER OF INTENT (this "LOI") is being signed by representatives of the City of Oakland, a municipal corporation, (the "City"), the County of Alameda, a public body (the "County") and Oakland City Pro Football Group, LLC, a California limited liability company (the "Developer"). The City, the County and the Developer may sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

The City and the County are interested in engaging the Developer to work with the Oakland Raiders (the "Team") to develop and construct a new multi-purpose stadium (the "New Stadium Project" or "NSP") to replace the Oakland-Alameda County Coliseum (the "Coliseum") on that certain area which is shown on Exhibit A (the "NSP Site"). As part of this effort, the City, the County and the Developer intend to negotiate in good faith the terms of a possible disposition and development agreement, lease disposition and development agreement, or similar instrument, along with other ancillary agreements (collectively, the "DDA/LDDA") for the NSP.

The City, the County and the Developer anticipate that the NSP will be constructed as a facility that will be competitive with other comparably-sized, publicly-owned, outdoor stadiums recently constructed for National Football League teams, and, although designed and constructed primarily for use as the home field of the Team, the NSP will be capable of temporary reconfiguration for other types of outdoor sports and entertainment events including, but not limited to, existing Coliseum events and various events for the National Collegiate Athletic Association, Major League Soccer, and the Fédération Internationale de Football Association.

The City, the County and the Developer acknowledge that the NSP may include related ancillary development on a portion of the existing approximately 120-acre Coliseum property site, and that any consideration of the NSP site plan and financing plan should address these issues. The City, the County and the Developer understand that the NSP will have to be coordinated with the Oakland Athletics', Oakland Raiders', and Golden State Warriors' current rights to continued use of the existing Coliseum facility and the possible development of a new Oakland Athletics ballpark and related ancillary development on a portion of the existing approximately 120-acre Coliseum property site.

The City, the County and Developer desire to pursue possible development of the NSP and to enter into this non-binding letter of intent for the aforesaid purposes.

1. **Negotiations.**

(a) The City, the County and the Developer intend to negotiate diligently and in good faith to prepare a term sheet as the basis for an Exclusive Negotiating Agreement ("ENA"), and subsequently a DDA/LDDA, to be entered into between the City, the County and the Developer with respect to the NSP to be developed on the NSP Site.

(b) The commitment to negotiate in good faith requires the respective Parties to communicate with each other with respect to those issues for which agreement has not been reached, and in such communication to follow reasonable negotiation procedures, including meetings, telephone conversations, and correspondence. The Parties understand that final accord on all issues may not be reached.

(c) During the term of this LOI, the Developer, at its sole cost and expense, will evaluate the viability of the NSP. The City and the County will provide reasonable cooperative assistance to Developer, as determined in the reasonable discretion of the City and the County.

(d) The City and the County anticipate that following the execution of this LOI, and through the period of negotiation and preparation of a term sheet, ENA, and DDA/LDDA, the City and the County, as well as certain consultants and attorneys for the City and the County, will devote substantial time and effort in reviewing documents, proposals, plans, and meeting with the Developer, each other, and other necessary third parties. The City and the County acknowledge that the Developer will also expend substantial time and resources hereunder and the Parties are willing to engage in these activities subject to the terms and conditions set forth in this LOI. The Parties understand that each Party shall be solely responsible for its own costs incurred in conducting such work.

(e) Staff representatives of both the City and the County shall participate in all staff-level meetings with the Developer related to the NSP, the negotiation of the term sheet or any other matters related to this LOI. Any communications in connection with the NSP negotiations from the Developer shall be provided to both the City and the County simultaneously. City and County staff shall notify each other prior to any meetings with the Developer and provide the Party so notified with the opportunity to attend such meetings.

2. **Period of Negotiations.**

(a) The term of the negotiation period (the "**Negotiation Period**") shall commence on the date of this LOI and continue for ninety (90) days thereafter. The Parties intend to negotiate in good faith and conduct due diligence activities during the Negotiation Period and any extension thereof.

(b) The Negotiation Period may be extended by mutual agreement of the Parties, as evidenced in writing, for an additional ninety (90) days, if within the Negotiation Period, the Parties have successfully negotiated a term sheet identifying the major business terms for the NSP and reasonably believe that further negotiations are likely to result in a binding agreement during a to-be-determined period of exclusive negotiations. If the Parties elect to enter into an ENA, neither the City or the County shall be bound to approve any project or agreement related to the NSP until such time as each of the City and the County takes the steps enumerated in Section 6 below.

(c) Upon the expiration of the Negotiation Period, if the Parties have not elected to enter into an ENA for the negotiation of a DDA/LDDA based on the term sheet, or earlier termination of this LOI, any interest that the Parties may have hereunder shall cease and the Parties shall have no further rights or obligations to each other.

3. **Developer Tasks.** During the Negotiation Period, the Developer intends to use good faith efforts to:

(a) Provide a **preliminary** design concept for the NSP and the NSP Site that is mutually agreeable to the Developer, the City and the County, and that takes into consideration the Team's, Oakland Athletics' and Golden State Warriors' existing and potential future operations as well as ancillary development opportunities;

(b) Submit a **preliminary** development plan showing proposed building footprints, elevations, design theme, landscaping, signage and lighting, parking aisles, spaces and medians, vehicular and pedestrian access ways and exits, and other factors descriptive of the NSP;

(c) Provide **preliminary** development costs, pro-formas and other documents necessary for City and County review;

(d) Deliver and submit to the City and the County sufficient evidence that the Developer has the required equity and/or loan commitments and letters of interest to implement the NSP;

(e) Identify funding responsibilities and sources for the NSP;

(f) Make reasonable oral and written progress reports as reasonably requested by the City and the County;

(g) Disclose to the City and the County the names of other developers (if any included), primary employee contacts, consultants, or representatives anticipated to be directly involved in the NSP; and

(h) Make best efforts to solicit input from the Team regarding the NSP.

4. **City and County Tasks.** During the Negotiation Period, the City and the County intend to use good faith efforts to:

(a) Negotiate through their respective staffs and outside advisors with the Developer in connection with the NSP;

(b) Review the proposed **preliminary** development plans in a timely manner;

(c) Provide the Developer with documents in the City and the County's possession that would assist the Developer with the due diligence activities described in this LOI;

(d) Preliminarily determine what amount, if any, the City and the County can contribute in financial and other assistance to the NSP;

(e) Respond on a timely basis to all submittals by the Developer made pursuant to Section 3 of this LOI;

(f) Work with the Developer to establish a reasonable time schedule, within the Negotiation Period, for negotiation of the principal terms for inclusion of a term sheet on which to base a DDA/LDDA and the completion of all necessary approvals and permits to implement the NSP; and

(g) Provide reasonable cooperative assistance to the Developer in preparation for and during any presentation before regulatory or advisory panels in connection with any applications for land use permits, design review, or general plan and/or zoning ordinance amendments that may be required.

5. **Disposition.** The Parties acknowledge and agree that during the Negotiation Period, as such period may be extended pursuant to Section 2 above, the Parties intend to use their respective good faith efforts to negotiate a term sheet identifying the major business terms for the NSP with such term sheet being the foundation for an ENA, the purpose of which will be to negotiate the final terms of a possible DDA/LDDA.

6. **Retention of Discretion.** This LOI is not intended to be contractual in nature, but is a statement of the general terms and conditions upon which representatives of the Parties are prepared to consider and discuss entering into binding agreements such as an ENA, a DDA/LDDA and other agreements pertaining to the NSP. Approval of the transaction will be subject to the independent discretionary approvals of the Oakland City Council and the Alameda County Board of Supervisors. As to those matters, nothing herein shall obligate the City or the County to exercise their discretion in any particular manner, and any exercise of discretion required by law, other than abuse of discretion, shall not be deemed to constitute a breach of City and County duties under this LOI. The Parties understand and acknowledge that any ENA or DDA/LDDA resulting from the negotiations arising from LOI shall become effective only if and after such ENA or DDA/LDDA has been considered and approved by the Oakland City Council and the Alameda County Board of Supervisors in their sole and absolute discretion, and only if and after such ENA or DDA/LDDA has been executed by the City Administrator and the County Administrator. The parties understand that no City or County commitment to move

forward with the NSP can be made other than by ordinances or resolutions of the Oakland City Council and the Alameda County Board of Supervisors respectively at public hearings called for that purpose, and only after compliance with the California Environmental Quality Act and applicable state laws governing the transfer of property and other governmental actions in furtherance of the NSP, and understand that adoption of any such ordinance will be at the sole and absolute discretion of the City and the County, respectively. If the terms of a mutually satisfactory ENA or DDA/LDDA are not successfully negotiated by the Parties to this LOI, or if the Oakland City Council and/or the Alameda County Board of Supervisors decline to authorize execution of the ENA or DDA/LDDA (or similar instruments) for any reason, then, without further action, these negotiations shall automatically terminate and no Party shall have further responsibilities with respect to the others. Any approvals or consents given by the City or County pursuant to this LOI shall be in their proprietary capacity and shall in no way constitute regulatory approval of any development concepts presented by the Developer.

7. **Assignment.** The Developer shall not assign this LOI without the prior written approval of the City and the County, which may be granted or withheld each in its sole discretion. The City and the County agree that, notwithstanding the foregoing, the Developer may assign without the City and the County's prior written approval, but with thirty (30) days prior written notice to the City and the County, its rights under this LOI to a limited liability company, corporation, trust, or partnership of which the Developer owns the majority beneficial interest and has operational control.

8. **Termination.** Any of the Parties may terminate this LOI with or without cause upon 30-days written notice to the other Parties.

9. **Confidentiality.** The Developer acknowledges and agrees that the City and the County are public entities with responsibility and, in many cases, legal obligation to conduct their business in a manner open and available to the public. Accordingly, any information provided by the Developer to the City or the County with respect to the NSP may be disclosed to the public either purposely, inadvertently, or as a result of a public demand or order. However, in order to successfully negotiate the complex transaction that this LOI contemplates, the Parties believe that there will be specific documents that they will want to exchange in order to review and understand the potential transaction. The Developer shall identify with specificity any submitted documents which the Developer wants the City and County to maintain as confidential documents and a statement as to why the request is consistent and complies with the provisions of the California Public Records Act and the Oakland Sunshine Ordinance. The City and County shall not disseminate such information and shall take all reasonable steps to maintain such confidentiality unless otherwise required by law. The City and the County acknowledge that some of the documents provided by the Developer related to the transaction may be exempt from disclosure under the California Public Records Act and the cases interpreting the Public Records Act. In the event that the City or County obtain a request pursuant to the provisions of the California Public Records Act and/or the Oakland Sunshine Ordinance to disclose any of the Developer's information which the Developer has requested remain confidential, the City and County shall provide Developer with prompt written notice thereof and, subject to the time periods imposed by the California Public Records Act and the Oakland Sunshine Ordinance for responses to public record requests, shall give Developer a reasonable opportunity to interpose an objection or to seek a protective order, subject to the time limitations. The Parties shall also cooperate with each other and use reasonable efforts to promptly identify any applicable

exemptions from disclosure under the California Public Records Act and the Oakland Sunshine Ordinance. If a legal action is filed against the City or County seeking to compel disclosure of any information the Developer has requested remain confidential, the City or County, as applicable, shall give prompt notice of the filing of such action to the Developer and the Developer shall defend and indemnify the City and the County from all costs and expenses of such defense, including reasonable attorneys' fees of the City and County or attorneys' fees awarded by a court arising out of such action unless the Developer waives its right to require that the information be kept confidential. No prepared statements shall be released to the media by any Developer, City or County staff without giving the other Parties at least 24 hours prior notice.

10. **General Provisions.**

(a) **Expenses.** Each Party shall be responsible for any costs incurred by such Party during the Negotiation Period.

(b) **Counterparts.** This LOI may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same LOI. This LOI may be executed by facsimile and/or .pdf signatures which shall be binding as originals on the Parties.

(c) **Notices, Demands and Communications Between the Parties.** All notices, offers, consents, or other communications required or permitted to be given pursuant to this LOI shall be in writing and shall be considered as properly given or made if delivered personally, by electronic transmission, by messenger or by registered or certified U.S. mail with return receipt requested, and addressed to the address of the intended recipient at the following addresses:



To the City:

City of Oakland  
City Administrator's  
Office  
One Frank H. Ogawa  
Plaza, 3<sup>rd</sup> Floor  
Oakland, CA 94612  
Attn.: Claudia Cappio

City of Oakland  
Project Implementation  
250 Frank H. Ogawa  
Plaza, 5<sup>th</sup> Floor  
Oakland, CA 94612  
Attn: Larry Gallegos

Copy to:  
Oakland City Attorney's  
Office  
One Frank H. Ogawa  
Plaza, 6<sup>th</sup> Floor  
Oakland, CA 94612  
Attn: Daniel Rossi

To the County:

County of Alameda  
County Administrator  
1221 Oak Street, 5<sup>th</sup> Floor  
Oakland, CA 94612  
Attn: Susan Muranishi  
With a copy to:

County of Alameda  
County Counsel  
1221 Oak Street, Suite 450  
Oakland, CA 94612  
Attn: Donna Ziegler

To the Developer:

Oakland City Pro Football  
Group, LLC  
10990 Wilshire Blvd.,  
Suite 1410  
Los Angeles, CA 90024  
Attn: Ronnie Lott  
Rodney Peete

With a copy to:

Greenberg Traurig, LLP  
One International Place  
Boston, MA 02110  
Attn: Barbara A. Jones

(d) Covenant Against Contingent Fees. The City and the County shall not be liable for any real estate commissions or brokerage fees that may arise as a consequence of any transaction involving this LOI, the NSP or any part thereof.

(e) The City and the County not a Partner. Notwithstanding any language in this LOI or any other representation or warranty to the contrary, neither the City nor the County shall be deemed to be a partner or joint venturer of the Developer, and neither the City nor the County shall be responsible for any debt of the Developer or of any operator or manager of the Developer.

(f) County Transfer of Property Interest. The Developer acknowledges that the City and the County are engaged in ongoing negotiations regarding the transfer of the County's interest in the Property to the City and that if such a transfer occurs during the term of this LOI the City will succeed to all of the County's rights and obligations under this LOI.

(g) Campaign Contribution Restrictions. The Developer and its component members are aware of and shall abide by the prohibition on campaign contributions from contractors doing business with the City between commencement of contract negotiations and either (a) one-hundred eighty (180) days from completion of contract negotiations, or (b) termination of contract negotiations, as set forth in the Oakland Campaign Reform Act. The Developer acknowledges that it has executed and submitted to the City a Contractor Acknowledgement of City of Oakland Campaign Contribution Limits.

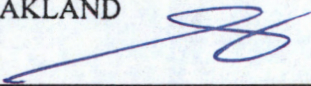
(h) Waivers and Amendments. All waivers of the provisions of this LOI must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate representatives of the City, the County and the Developer.

[SIGNATURES ON NEXT PAGE]

If the terms contained in this Non-Binding Letter of Intent are acceptable, please so indicate by signing in the spaces provided below.

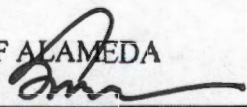
**CITY:**

CITY OF OAKLAND

By   
City Administrator

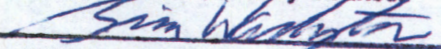
**COUNTY:**

COUNTY OF ALAMEDA

By   
County Administrator

Approved as to Form

DONNA R. ZIEGLER, County Counsel

By 

Print Name \_\_\_\_\_

**DEVELOPER:**

OAKLAND CITY PRO FOOTBALL SPORTS GROUP, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Ronnie Lott  
Co-Manager

By: \_\_\_\_\_  
Rodney Peete  
Co-Manager

If the terms contained in this Non-Binding Letter of Intent are acceptable, please so indicate by signing in the spaces provided below.

**CITY:**

CITY OF OAKLAND

By \_\_\_\_\_  
City Administrator

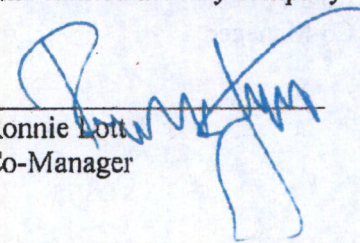
**COUNTY:**


COUNTY OF ALAMEDA

By \_\_\_\_\_  
County Administrator

**DEVELOPER:**

OAKLAND CITY PRO FOOTBALL SPORTS GROUP, LLC,  
a California limited liability company

By:   
Ronnie Lott  
Co-Manager

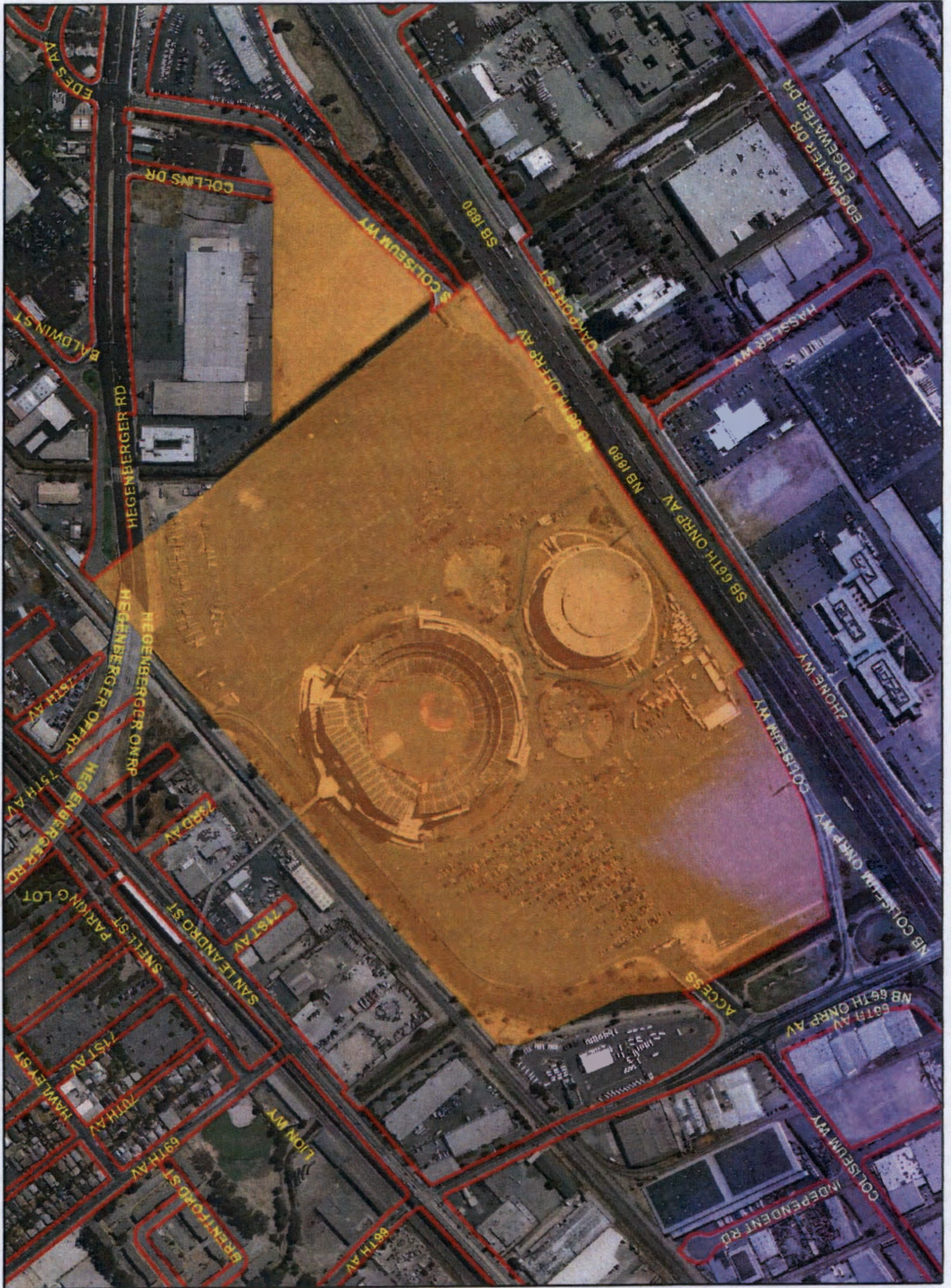
By:   
Rodney Peete  
Co-Manager

**EXHIBIT A**

**NSP SITE**

*(attached)*

**Exhibit A**



Coliseum, Arena & Malibu lot- total area 121.3 acres