



DAVID HAUBERT
Supervisor, First District

Agenda _____ January 14, 2025
BOARD OF SUPERVISORS

January 10, 2025
The Honorable Board of Supervisors
County Administration Building
1221 Oat Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: ADOPT A RESOLUTION CONFIRMING THE COUNTY OF ALAMEDA'S COMMITMENT TO APPROVING THE ACQUISITION OF COUNTY'S 50% INTEREST IN OAKLAND-ALAMEDA COUNTY COLISEUM COMPLEX

RECOMMENDATION:

- A. Adopt a resolution confirming the County of Alameda's commitment to finalizing a deal allowing the Oakland Acquisition Company, LLC, to acquire the County's 50% undivided interest in the Oakland-Alameda County Coliseum Complex.

DISCUSSION/SUMMARY:

In August 2024, the African American Sports and Entertainment Group (AASEG) notified the Alameda County Board of Supervisors that it sought to acquire the County's 50 percent undivided interest in the Oakland-Alameda County Coliseum complex through an "assignment" of the County's agreement with Coliseum Way Partners, LLC's (CWP).

On multiple occasions, in public meetings, the County requested that AASEG provide a formal proposal to commence those negotiations. On October 15, 2024, the Oakland Acquisition Company, LLC, (OAC), (the entity to which Oakland sold its 50 percent undivided share of the complex, and who has led the negotiations with the County), notified the Alameda County Board of Supervisors of its proposed terms for acquiring the County's 50 percent undivided interest in the Oakland-Alameda County Coliseum complex.

OAC and the County entered negotiations that are ongoing and complex and must take into account: (1) CWP's conditions for consenting to OAC's acquisition (as the current holder of the purchase and sale agreement to acquire the property); (2) pending litigation over CWP's acquisition; (3) OAC's due diligence efforts; and (4) other relevant factors.

I am pleased to report that a deal allowing the Oakland Acquisition Company, LLC, OAC to acquire the County's 50 percent undivided interest in the Oakland-Alameda County Coliseum complex appears to be in the final stages of completion and I am hopeful that this Board of Supervisors is committed to closing the deal expeditiously.

With the cooperation of OAC and CWP, the Board of Supervisors should be in a position to take a public vote at an upcoming meeting to seal this transaction. I firmly believe that OAC's acquisition of the County's property interest will achieve two longstanding goals of the County which are: (1) the Oakland-Alameda County Coliseum complex will finally be under the control of a sole owner with capacity to make unilateral decisions regarding the property; and (2) the County will be out of the sports and entertainment business, free to refocus resources to its core safety net mission.

FINANCING:

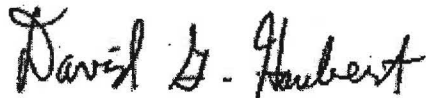
No increase in net county cost.

VISION 2026 GOAL:

Approving the acquisition of the County of Alameda's 50% interest in the Oakland -Alameda

County Coliseum meets the 10X goal of **Accessible Infrastructure** in support of our shared vision of a **Prosperous and Vibrant Economy.**

Sincerely,

A handwritten signature in black ink that reads "David G. Haubert". The signature is written in a cursive, flowing style.

David G. Haubert, President
Alameda County Board of Supervisors
First District

cc: Auditor-Controller
County Administrator
County Counsel

RESOLUTION NO. 2024 -

**RESOLUTION CONFIRMING THE COUNTY OF ALAMEDA'S COMMITMENT TO
FINALIZING A DEAL ALLOWING THE OAKLAND ACQUISITION COMPANY, LLC, TO
ACQUIRE THE COUNTY'S 50% UNDIVIDED INTEREST IN THE OAKLAND-ALAMEDA
COUNTY COLISEUM COMPLEX**

WHEREAS, in early August 2024, the African American Sports and Entertainment Group ("AASEG") notified County of Alameda ("County") officials that it sought to acquire the County's 50 percent undivided interest in the Oakland-Alameda County Coliseum complex through an "assignment" of the County's agreement with Coliseum Way Partners, LLC's ("CWP"); and

WHEREAS, thereafter, on multiple occasions, in public meetings, the County requested that AASEG provide a formal proposal to commence those negotiations; and

WHEREAS, on October 15, 2024, the Oakland Acquisition Company, LLC, ("OAC"), (the entity to which Oakland sold its 50 percent undivided share of the complex, and who has led the negotiations with the County), notified the County of Alameda ("County") of its proposed terms for acquiring the County's 50 percent undivided interest in the Oakland-Alameda County Coliseum complex; and

WHEREAS, the OAC and the County entered into negotiations that are ongoing and complex and must take into account: (1) CWP's conditions for consenting to OAC's acquisition (as the current holder of the purchase and sale agreement to acquire the property); (2) pending litigation over CWP's acquisition; (3) OAC's due diligence efforts; and (4) other relevant factors; and

WHEREAS, the County of Alameda is pleased to report that a deal allowing the Oakland Acquisition Company, LLC, ("OAC") to acquire the County's 50% undivided interest in the Oakland-Alameda County Coliseum complex appears to be in the final stages of completion; and

WHEREAS, the Board of Supervisors is committed to closing the deal expeditiously, and County staff have worked tirelessly to move the deal forward on mutually agreeable terms; and

WHEREAS, with the cooperation of OAC and CWP, the Board should be in a position to take a public vote at an upcoming meeting to seal this transaction; and

WHEREAS, OAC's acquisition of the County's property interest will achieve two longstanding goals of the County which are: (1) the Oakland-Alameda County Coliseum complex will finally be under the control of a sole owner with capacity to make unilateral decisions regarding the property; and (2) the County will be out of the sports and entertainment business, free to refocus resources to its core safety net mission; and

WHEREAS, County staff have worked tirelessly over many meetings with OAC to craft a deal that is respectful to the County's interests, recognizing the current dynamics surrounding the Coliseum property, the debt on the property, and the role of the Oakland-Alameda County Coliseum Authority for oversight, management and administration of certain matters pertaining to the property; and

WHEREAS, the County is committed to doing its part to achieve its stated goals and solidify a deal;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors is committed to finalizing a deal allowing the Oakland Acquisition Company, LLC, to acquire the County of Alameda's 50 percent undivided interest in the Oakland-Alameda County Coliseum complex and hereby directs:

1. That the County negotiating team negotiate the definitive documents for the County's consent to the assignment in accordance with the terms in the term sheet; and
2. That the County negotiating team endeavor to finalize the forms of the definitive documents for the County's consent to the assignment within 30 days of the resolution.

The foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Alameda, State of California, at a regular meeting of the Board on the _____ day of _____, 2025, by the following vote:

AYES:

NOES:

EXCUSED:

David Haubert, President, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors,
County of Alameda, State of California

By: _____

Deputy

APPROVED AS TO FORM:

Donna R. Ziegler, County Counsel



**NIKKI FORTUNATO BAS
SUPERVISOR, FIFTH DISTRICT**

BOARD OF SUPERVISORS

January 11, 2025

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612

**SUBJECT: APPROVE THE TERM SHEET TO CONSENT TO ASSIGNMENT THE
COUNTY OF ALAMEDA'S 50% UNDIVIDED INTEREST IN THE
OAKLAND-ALAMEDA COUNTY COLISEUM FROM COLISEUM WAY
PARTNERS TO OAKLAND ACQUISITION COMPANY, LLC.**

Dear Board Members:

RECOMMENDATION:

- B. Approve the term sheet to consent to assignment the County of Alameda's 50% undivided Interest in the Oakland-Alameda County Coliseum from Coliseum Way Partners (CWP) to Oakland Acquisition Company, LLC (OAC).

DISCUSSION/SUMMARY:

The County of Alameda owns a 50% undivided interest in the Oakland-Alameda County Coliseum complex located at 7000 Coliseum Way, Oakland, California ("Coliseum"). The Coliseum is approximately 112-acres in size and consists of two parcels with improvements, including an Arena, a Stadium, parking areas and related structures, roadways, sidewalks, loading areas and other improvements.

On December 23, 2019, the County entered into a disposition and sale agreement with Coliseum Way Partners, LLC, a Delaware limited liability company, (CWP) for the sale of the County's Interest in the above-referenced property. CWP made installment payments to the County over a number of years in connection with the purchase of the County's property interest.

The Oakland-Alameda County Coliseum Authority is a joint powers authority established by the City of Oakland and County of Alameda that holds a ground lease on the property and manages the property on behalf of the City and the County pursuant to an Amended and Restated Management Agreement, dated as of May 1, 2000. The Stadium and the Arena each have outstanding lease revenue bond debt that are scheduled to be fully defeased by June 30, 2025, and June 30, 2026, respectively.

On August 31, 2024, the City of Oakland sold its 50% undivided interest in the Coliseum to OAC. An agreement to assign the County's agreement with CWP to OAC will facilitate key objectives of the County; specifically, it will divest the County from any role in operating a sports and entertainment facility and allow the County to refocus resources on its core mission, and vest ownership in a single entity.

To best facilitate the transfer of ownership of the Coliseum to OAC, it is recommended that this Board approve the attached term sheet. The term sheet is a policy statement that confirms the intent of the Board of Supervisors to fully address such terms in sufficient legally cognizable terms in the final agreements between the parties and the County. The final agreements containing the terms, once all terms are finally agreed upon by the parties, will be approved by the Board of Supervisors, ideally within the next 30 days.

The goal of the action proposed in this letter is to provide a policy statement that will allow all parties that are necessary to achieve the common goals of OAC, CWP and the County to complete a set of governing and "Definitive Documents" that can be executed by the appropriate parties ideally within 30 days following the approval of the term sheet by this Board.

I sincerely thank the County staff, who have worked diligently to move this agreement forward with the best interest of the County.

Respectfully submitted,

Nikki 7 Bas

Nikki Fortunato Bas, Supervisor
Alameda County Board of Supervisors
Fifth District

cc: Auditor-Controller
County Administrator
County Counsel

TERM SHEET

Term sheet regarding the consent by the County of Alameda (the "County") to the assignment (the "Assignment") by Coliseum Way Partners, LLC ("CWP") to Oakland Acquisition Company, LLC ("OAC") of all of CWP's interest in that certain Disposition Agreement dated as of December 23, 2019 (as amended, the "Disposition Agreement"), by and between the County and CWP for the sale of the County's one-half undivided interest in the Oakland Coliseum Complex (the "County's Interest")

OAC and CWP have requested the County to consent to the Assignment. This term sheet sets forth certain essential terms on which the County will consent to the Assignment.

1. Definitive Documents. The County will consent to a conditional Assignment pursuant to a Consent Agreement to be entered into among between the County, OAC and CWP (the "Consent Agreement"). The Consent Agreement will attach (1) a Second amendment to the Disposition Agreement to be entered into by the County and OAC at closing (the "Second Amendment") and (2) a conditional Assignment Agreement to be entered into between CWP and OAC at closing (the "Assignment Agreement"). The parties will work in good faith to finalize the forms of the Consent Agreement, the Second Amendment and the Assignment Agreement, and other agreements required as mentioned herein (collectively, the "Definitive Documents") within thirty (30) days of this term sheet.
2. Assignment of Disposition Agreement. The Assignment will be effective as of the closing date.
3. County Release of CWP. From and after the Assignment, the County will release CWP for obligations under the Disposition Agreement for all periods during the term of the Disposition Agreement and after the Assignment, except as otherwise provided in the Definitive Documents.
4. OAC Release of County for Hazardous Materials. Upon closing, OAC, its successors, assigns, and affiliates will release the County for any claims by OAC, its successors, assigns, and affiliates against the County for liability with respect to hazardous materials existing at the property prior to the closing and thereafter, and such release shall be binding on successor owners, assigns and occupants of the property, except as otherwise provided in the Definitive Documents.
5. Goolsby Litigation. The Consent Agreement shall be conditioned on the plaintiff in that certain lawsuit titled Goolsby, et al. v. County of Alameda, et al., filed in the Superior Court of California, County of Alameda, Case No. 21cv002126, delivering a dismissal of the lawsuit effective the date of closing of escrow with prejudice into escrow prior to closing. If the Consent Agreement is executed by the parties within thirty (30) days of this term sheet, The

County will agree to one or more continuances of the now scheduled February 6, 2025 hearing in reasonable increments but until no later than August 1, 2025.

6. OAC Disclosures and Net Worth. OAC will provide to the County reasonable information on the ownership and control of OAC at least forty-five (45) days prior to closing of escrow and otherwise comply with all duties and obligations imposed by the California State Levine Act. OAC shall maintain a minimum net worth of not less than \$30 million for two years following the closing and OAC shall provide a guaranty, performance bond or other surety sufficient to satisfy OAC's obligations in the Disposition Agreement, as amended, to defend and indemnify the County.
7. County Estoppel. Concurrently with the execution of the Consent Agreement, the County will provide an estoppel to OAC regarding the status of the Disposition Agreement and any changes to the representations and warranties made by the County in the Disposition Agreement.
8. Early Redemption of Bonds. The County, in its capacity as a co-owner of the property and will cooperate in good faith and not obstruct OAC's efforts to cause the early redemption or defeasance of any bonds encumbering the property that is the subject of the Consent Agreement provided OAC has complied with all requirements imposed by the Oakland-Alameda County Coliseum Authority ("JPA"), including the requirement that any early defeasance or redemption occur at no cost, expense or liability to the County, the City or the JPA, and that OAC deposit funds in advance to cover the costs.

9. Timing of Closing. The closing date shall occur no later than June 30, 2025.

This term sheet shall serve as direction from the Board of Supervisors to County staff. The County expressly reserves the right to amend existing language and to include additional terms in the Definitive Agreements as deemed necessary at the time they may be approved. This term sheet shall be construed in accordance with and be governed by the laws of the State of California without regard to conflicts of law principles.

COUNTY OF ALAMEDA

David Haubert, President, Board of Supervisors

APPROVED AS TO FORM:

Donna R. Ziegler, County Counsel