

## Gerard, Jennie

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**From:** Kernighan, Pat  
**Sent:** Tuesday, December 23, 2014 3:51 PM  
**To:** Gerard, Jennie; Mendoza, Mandalyn  
**Subject:** FW: Oakland A's Lease Agreement - Out for Raiders

### *Pat Kernighan*

Oakland City Council President  
And Councilmember for District 2  
1 Frank H. Ogawa Plaza  
Oakland, CA 94612  
510-238-7002  
pkernighan@oaklandnet.com

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**From:** Lew Wolff [mailto:Lew@wolffurban.com]  
**Sent:** Tuesday, July 01, 2014 1:36 PM  
**To:** Mike Crowley; Quan, Jean; Gardner, Henry; Kernighan, Pat; Schaaf, Libby; McElhaney, Lynette; Gallo, Noel; Brooks, Desley; Reid, Larry; Scott Haggerty; BOSdist4@acgov.org; Kamika Dunlap (kamika.dunlap@acgov.org); Rebecca Kaplan; Kalb, Dan; Gardner, Henry  
**Cc:** Lew Wolff; Neil Kraetsch; Ryan Horning; Manfred, Rob [MLB-BOC]; Jon B. Streeter (jstreeter@kvn.com)  
**Subject:** RE: Oakland A's Lease Agreement - Out for Raiders

**All:** Permit me to offer a comment on the misinformation that continues to falsely portray our and Major League Baseball's position on Howard Terminal.

For reasons that escape all of us, individuals that have some agenda continue to provide Mayor Quan with false information. My partner, John Fisher, about a month ago agreed to meet with Gary Rogers at Gary's request. John informed me of the pending meeting and I certainly had no cause to suggest John not meet with Gary. Without any notice, Gary brought others to the meeting. John, who is currently in Brazil, indicated to those attending that we simply sought a lease extension. And, as the group wanted to discuss Howard Terminal, John listened as a courtesy and referred those in attendance to me. Neither John or I have heard from any of those attending the meeting. But, someone or some persons have used the visit to claim that my partner was an advocate of Howard Terminal, or something of that innuendo.

I met with Fred Blackwell and Fred requested assurances from me that the lease extension would contain (a) a reasonable method for the A's to be obligated to exit if the Raiders were successful in their desire to remain in Oakland and to implement a new football venue and (b) that I to be willing to re-explore the Coliseum area as a possible new baseball venue. I agreed to both requests.

Howard Terminal is not a viable location for the A's, and our evaluation is independently supported by Major League Baseball.

I am hopeful that the economics and the simple fact that we provide 81 days of use to the JPA (hopefully more if we attain the play-offs), that you will allow a vote of the JPA on Thursday, and then, if passed, on to the required votes of the City Council and Board of Supervisors.

This entire "activity" should be a positive, not contentious; at least that is my, Mike and Billy's desire.

Thank you for any time and attention you afford this note.

If anyone wishes to reach me, my cell is 310-699-1208.

Lew

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**From:** Michael Crowley [<mailto:MCrowley@oaklandathletics.com>]

**Sent:** Tuesday, July 01, 2014 12:42 PM

**To:** Mayor Jean Quan; Henry Gardner ([hgardner@oaklandnet.com](mailto:hgardner@oaklandnet.com)); Patricia Kernighan; Libby Schaaf ([lschaaf@oaklandnet.com](mailto:lschaaf@oaklandnet.com)); Lynette Gibson McElhaney ([lmcelhaney@oaklandnet.com](mailto:lmcelhaney@oaklandnet.com)); Noel Gallo ([ngallo@oaklandnet.com](mailto:ngallo@oaklandnet.com)); Desley Brooks; Larry Reid; Scott Haggerty; [BOSdist4@acgov.org](mailto:BOSdist4@acgov.org); Kamika Dunlap ([kamika.dunlap@acgov.org](mailto:kamika.dunlap@acgov.org)); Rebecca Kaplan; Dan Kalb; Henry Gardner ([hgardner@oaklandnet.com](mailto:hgardner@oaklandnet.com))

**Cc:** Lew Wolff; Neil Kraetsch; Ryan Horning; Manfred, Rob [MLB-BOC]; Jon B. Streeter ([jstreeter@kvn.com](mailto:jstreeter@kvn.com))

**Subject:** Oakland A's Lease Agreement - Out for Raiders

All:

I understand that there continue to be concerns regarding the effect of our Coliseum license agreement on a potential new stadium for the Raiders. We are happy to help with this and have addressed these concerns directly with the JPA. We have agreed to a structure that will provide a great deal of flexibility for the Raiders notwithstanding the existence of our agreement.

Our agreement provides the JPA termination rights in the event that a Raiders stadium plan surfaces, whether or not part of "Coliseum City" or some other plan. If (a) there is a fully-executed development agreement covering a Raiders stadium and (b) the developer has committed a \$20 million non-refundable deposit toward the project, then under our agreement the following steps would occur:

1. The JPA provides us notice that the prerequisites have been met. There is no time threshold on this, so this notice theoretically could occur on day 1 of our agreement.
2. After notice, we and the JPA discuss over a period of 30 days whether we may remain at the Coliseum under a mutually agreeable amended form of our agreement. This step is unnecessary if the Raiders plan includes demolition of the Coliseum, in which case the JPA may skip to Step 3 below.
3. If our discussions are either unnecessary or unsuccessful, the JPA may provide to us notice of our agreement's termination. The termination would take effect 60 days after completion of the second full baseball season after notice. This would provide us the opportunity to find an alternative venue.
4. During the notice period, we would work in good faith to allow the developer access desired to begin preparatory work (surveying, etc.), so long as such work does not materially affect our operations.
5. Upon December 31<sup>st</sup> of the year termination takes effect, the JPA would pay back to us the unamortized portion of our costs from the scoreboard project and any other mutually agreeable improvements that we

make to the Coliseum during the term (all of which are amortized from the date of completion throughout the end of the term).

We have also received some questions regarding (a) the JPA's ability to assign our agreement to a third-party developer and (b) the nature of the deposit that is required before notice under Step 1 above can occur. As to the first item, we have agreed with the JPA that it will have an automatic right to assign the agreement, provided that the JPA stays in place throughout the remainder of our tenancy so we are able to deal with a familiar party. As to the second, the deposit is included to provide us comfort that we could not be terminated unless a serious deal presented itself—and we see the \$20 million level as being very reasonable given what will be a roughly \$1 billion-and-up commitment from an interested developer. We expect as a practical matter the City would push for a deposit well above this amount in order to protect the viability of the project.

We look forward to hearing about the result of your discussions today.

Michael



**Michael Crowley**

President

510-563-2201

7000 Coliseum Way Oakland, CA 94621

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