



## **Notice of Meeting**

California Exposition & State Fair  
Meeting of the Board of Directors  
To Be Held

**Friday, September 24, 2021**  
**Closed Session at 9:00 a.m.**  
**Public Meeting at 10:00 a.m.**

**The meeting will be held via teleconference originating at  
California Exposition and State Fair**  
1600 Exposition Boulevard  
Sacramento, CA 95815

Due to Executive Order N-29-20, California Exposition & State Fair will provide a teleconference option for its upcoming public meeting. Public and members of the California Exposition & State Fair Board of Directors may participate via teleconference to minimize the spread of COVID-19. No physical location will be provided.

### **Register in advance for this meeting:**

<https://us02web.zoom.us/j/87241938870?pwd=M1BpYTZHbFJRvXJhaHFRVDNvYVV5dz09>

After registering, you will receive a confirmation email containing information about joining the meeting.

### **PLEASE MUTE YOUR PHONE IF NOT SPEAKING (\*6)**

**Call In Number: 408-638-0968**  
**Meeting ID: 872 4193 8870**  
**Password: 917202**

### **PUBLIC PARTICIPATION INSTRUCTIONS:**

To comply with social distancing requirements and the stay at home order from Governor Newsom, the Board Room at Cal Expo will be closed to members of the public and all public participation will be handled remotely. If you are joining the meeting via zoom and wish to make a comment on an item, please enter your name and the item number in the "Chat Box" and the Board Chair will call on you at the appropriate time. If you are joining the meeting by phone, press \*9 to indicate a desire to make a comment. The clerk will call you by the last three digits of your phone number when it is your turn to comment. Speakers will be limited to 3 minutes. By participating in this meeting, you acknowledge that you are being recorded.

Jess Durfee, Chair  
Rex Hime, Vice Chair

Rima Barkett, Director  
Erin Choi, Director  
Sonney Chong, Director

Rina DiMare, Director  
David Mallel, Director  
Brian May, Director

EX OFFICIO MEMBERS

Governor Gavin Newsom

Senator Dr. Richard Pan  
Senator Andreas Borgeas

Assembly Member Kevin McCarty  
Assembly Member Robert Rivas

This notice is also available on the Internet at: [www.CalExpoStateFair.com](http://www.CalExpoStateFair.com)

**Mission Statement**

The California Exposition & State Fair mission is to create a State Fair experience reflecting California including its industries, agriculture, and diversity of its people, traditions and trends shaping its future supported by year-round events.

**Policy Statement**

The Board shall serve as the policy-making body for the California Exposition & State Fair and shall have full responsibility for the year-round management and operation of all facilities of the California Exposition & State Fair.

**Public Comment**

Any member of the public wishing to address the Board on any matter listed for consideration on this agenda should review the Public Participation Instructions on the front page of this agenda. All speakers will be recognized by the Chair and be allowed a maximum of three minutes to address the Board at the time the agenda item is being considered by the Board. If you wish to address the Board on a matter not listed on the agenda, you have that right. If you wish to exercise that right, please review the Public Participation Instructions on the front page of this agenda. You will be allowed a maximum of three minutes to address the Board during the Public Comment item on the agenda.

## AGENDA

### **1. CALL TO ORDER – Public Meeting**

All matters noticed on this agenda, in any category, may be considered for action as listed. Any items not so noticed may not be considered. Items listed on this agenda may be considered in any order, at the discretion of the Chair.

### **2. ROLL CALL**

### **3. CLOSED SESSION**

The Board will convene in closed session as authorized by Government Code Section 11126(e), (2), and (B), to confer with and receive advice from legal counsel regarding potential litigation involving the California Exposition and State Fair. Based on existing facts and circumstances, there is significant exposure to litigation against California Exposition & State Fair.

### **4. RESUME PUBLIC MEETING**

- a. Report out of Closed Session if needed.

### **5. INTRODUCTION OF STAFF**

### **6. PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**

In accordance with state law, the Board will not comment or otherwise consider Public Comment matters until and unless such item has been properly noticed for a future meeting.

### **7. CONSENT AGENDA**

All items on the consent agenda are to be approved in one motion unless a Board Member requests a separate action on a specific item.

- a. Approval of Board Meeting Minutes for June 4, 2021
- b. Service Contracts/Purchase Orders Requiring Board Notification/Approval

### **8. COMMITTEE AND STAFF REPORTS**

Finance Report

- a. 2021 2<sup>nd</sup> Quarter Financials
- b. Review and Update of Cash Flow Statement
- c. Aged Receivables Report

Legislative Report

### **9. NEW BUSINESS**

- a. Discussion of potential 2022 State Fair Dates

## **10. OLD BUSINESS**

- a. Update and Possible Action Regarding Spectra's Request for Rent Abatement Due to Losses During the COVID Pandemic as the Master Food & Beverage Concessionaire at Cal Expo and Operator of Heart Health Park
- b. Update on Cal Trans American River Bridge Widening

## **11. MATTERS OF INFORMATION**

- a. Update on COVID-19 Emergency Support Provided by Cal Expo
- b. CEO Comments
- c. Directors Comments/Agenda Items for Future Meetings
- d. Board Retreat – **October 28 - 29, 2021**
- e. Next Board Meeting – **October 29, 2021** (Subject to change due to COVID-19 emergency)
- f. Other, if any

## **12. ADJOURNMENT**

Date of Notice: September 14, 2021

Pursuant to the Americans with Disabilities Act, individuals who, because of a disability, need special assistance to attend or participate in any Cal Expo Board, Committee or any Advisory meetings, or in connection with other Cal Expo Activities, may request assistance at the Cal Expo Administration Building Offices, 1600 Exposition Boulevard, or by calling 916-263-3247, during normal business hours. Requests should be made one week in advance whenever possible.

# CONSENT AGENDA

# **CALIFORNIA EXPOSITION & STATE FAIR**

Minutes of the Board of Directors Regular Meeting

Held Pursuant to Due Notice  
June 4, 2021

The meeting was conducted by teleconference originating at  
California Exposition & State Fair  
1600 Exposition Boulevard  
Sacramento, CA 95815

**Directors Present**

Director Jess Durfee, Chair  
Director Rex Hime, Vice Chair  
Director Erin Choi  
Director Sonney Chong  
Director Rina DiMare  
Director David Mallel  
Director Brian May

**Directors Absent**

Director Rima Barkett

**Executive Staff Present**

Rick Pickering, Chief Executive Officer  
Tom Martinez, Chief Deputy General Manager  
Marcia Shell, Assistant General Manger Expo Events  
Sue O'Brien, Recording Secretary

**Others Present: 5 as identified by Zoom**

Pat Conner, IT Manager, Cal Expo  
Tony Forristall, Guest  
Michelle Johnson, Guest  
Mary Kaems, Guest  
Adam Keigwin, Mercury LLC  
Jen Koga, Accounting Manager, Cal Expo  
Josie Lee, Cal Expo Staff  
Trinity Malmanis, Guest  
Charlie Neary, Spectra  
Courtney Pond, Guest  
Dr. Joan Dean Rowe, U.C. Davis  
Jay Satenspiel, Spectra  
Jackie Zdanowski, Cal Expo Staff

**1. CALL TO ORDER – Public Meeting**

Chair Durfee called the public meeting to order at 9:02 a.m. Chair Durfee dispensed with the reading of the Mission Statement, Policy Statement and the Public Comment Statement.

**2. ROLL CALL**

Roll call was taken and a quorum was present. Director Barkett was absent and asked to be excused. The Board then convened into closed session.

**MOTION:**

Chair Durfee asked for a motion to grant Director Barkett's request to be excused from this meeting.

Director Chong moved the motion and it was seconded by Director Mallel.

Discussion: None. **All in favor, motion carries unanimously.**

**3. CLOSED SESSION**

The Board will convene in closed session as authorized by Government Code Section 11126(e), (2), and (B), to confer with and receive advice from legal counsel regarding potential litigation involving the California Exposition and State Fair. Based on existing facts and circumstances, there is significant exposure to litigation against California Exposition & State Fair.

**4. RESUME PUBLIC MEETING**

- a. Report out of Closed Session, if needed.

The Public Meeting resumed at 10:15 a.m. Chair Durfee stated that there was no action taken and nothing to report out.

**5. INTRODUCTION OF STAFF**

**6. PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**

In accordance with state law, the Board will not comment or otherwise consider Public Comment matters until and unless such item has been properly noticed for future meeting.

**7. CONSENT AGENDA**

All items on the consent agenda are to be approved in one motion unless a Board Member request a separate action on a specific item.

- a. Approval of Board Meeting Minutes for March 26, 2021.
- b. Approval of Board Committee Meeting Minutes for March 26, 2021.
- c. Accept Cultural Advisory Council Meeting Minutes for November 12, 2020, as presented.
- d. Service Contracts/Purchase Orders Requiring Board Notification/Approval.  
Ms. Koga reviewed with the Board service contracts and purchase orders that need approval of the Board.



**MOTION:**

Chair Durfee asked for a motion to adopt the Consent Agenda. Director May moved the motion and Director Mallel seconded the motion. Discussion-None Chair Durfee asked for a roll call vote; Chair Durfee, yes; Vice Chair Hime, yes; Director Choi, yes; Director Chong, yes; Director DiMare, yes; Director Mallel, yes; Director May, yes. **Motion carries unanimously.**

**8. COMMITTEE AND STAFF REPORTS**

Finance Report

- a. Profit & Loss Statement for March 2021
- b. Balance Sheet for March 2021
- c. Review and Update of Cash Flow Statement March 2021
- d. AR Report

Ms. Koga reviewed items a, b & c with the Board. She noted several items of interest or items that had changed. There were no questions. Ms. Koga went on to discuss item d. Vice Chair Hime asked for the status of all accounts that were over 90 days. Ms. Koga asked for Board approval of the financials.

**MOTION:**

Chair Durfee asked for a motion to approve the over-all financials presented today. Motion was moved by Vice Chair Hime and seconded by Director Mallel. Discussion – None. Chair Durfee asked for a roll call vote; Chair Durfee, yes; Vice Chair Hime, yes; Director Choi, yes; Director Chong, yes; Director DiMare, yes; Director Mallel, yes; Director May, yes. **Motion carries unanimously.**

Exposition Facilities & Operations Report

- a. Review of Events Returning to Cal Expo and Moving Forward

CEO Pickering asked Assistant General Manager Shell to review the staff report with the Board. Pickering did mention that in April, 2021 the RV Park income was just shy of what it was in April 2019. Assistant General Manger Shell reviewed Exposition Facility & Operations staff report with the Board. She went into detail describing the COVID changes that were made at the RV Park.

Discussion: Joan Dean Rowe – Dr. Rowe explained that her comments are her own and not representing her employer. She went on to explain her involvement in the fair and being a livestock exhibitor at State Fair. She shared that there are a number of livestock exhibitors that feel deeply invested in the mission of the fair especially in animal agricultural and outreach. Many of these longtime livestock exhibitors wanted to reach out to the fair and express how deeply vested they are in the future of the State Fair and acknowledge how challenging it's going be to find a path forward. They want to express their willingness to help create a vision for a post pandemic fair and to express their willingness to volunteer or sit on a task force or committee to help find a path forward in these most difficult times.

Vice Chair Hime asked about Butler Amusements coming to Cal Expo. CEO Pickering explained that Butler Amusements has approached staff about setting up a carnival during the last 2 weeks of July. This would be a stand-alone self-contained carnival in parking Lot A. Much like any promoter, Butler is looking to renting our property to put on an event that's open to the public.

## 9. OLD BUSINESS

- a. Ratification of Staff's Action to Extend COVID Agreements with County of Sacramento and Kaiser Permanente.

CEO Pickering stated that the Board has been kept up to date on Cal Expo being a super vaccination site as designated by the Governor. The Board is also aware that Cal Expo received requests from the County of Sacramento and Kaiser Permanente over a month ago to extend their agreements to the end September, 2021. These groups needed an immediate response in advance of this Board meeting. Staff felt confident that they had the authority to approve the extensions with adding this as an item on the Board agenda for Board ratification.

### **MOTION :**

The motion is to extend the COVID agreements with the County of Sacramento and Kaiser Permanente. Vice Chair Hime moved the motion and Director Mallel seconded it. Discussion: Vice Chair Hime stated that the motion is to ratify action by staff. Chair Durfee asked for a roll call vote; Chair Durfee, yes; Vice Chair Hime, yes; Director Choi, yes; Director Chong, yes; Director DiMare, yes; Director Mallel, yes; Director May, yes. **Motion carries unanimously.**

## 10. NEW BUSINESS

- a. Update and Possible Action Regarding Losses During Pandemic by Spectra as Master Food & Beverage Contractor at Cal Expo and Operator of Heart Health Park.

Chief Deputy Manager Martinez asked Charlie Neary, Executive V.P. of Spectra to explain Spectra's deal points to the board. Mr. Neary reported to the board that this issue has been an ongoing conversation for the pasted 6-7 months. COVID impacts to Spectra, the whole has been many of tens of millions of dollars. Specific to Cal Expo from March of 2020 to April of 2021 the impacts to Spectra/Cal Expo have been 1.8 million dollar loss. In August of 2020, Spectra stopped paying rent on the soccer stadium as Spectra felt at the time that Cal Expo owed more money to Spectra than what Spectra owed to Cal Expo. That came in the form of the interruption of the contract that Cal Expo was responsible for 50% of the losses that had been occurred at the Grandstand Operation. This lead to discussions with Samantha Brown when she was with Cal Expo and then eventually with Rick Pickering, Tom Martinez, Charlie Neary and

several others got on the phone and had several discussions which lead to a proposal that Spectra offered back in December. That proposal was discussed in a couple of meetings and more recently in a couple of meetings this past week which has led to a modified proposal offered up the other night. In essence Spectra is asking for forgiveness of the minimum base rent at the soccer stadium and Lot 25 from April 2020 to June 2021 – 15 months @ \$11,479.00 per month for a credit of \$172,185.00. In addition we are not asking Cal Expo to pay for 50% of the losses at the Grandstands which is \$242,000.00 (total) or \$121,000.00 each. Spectra is offering to keep that loss (\$121,000.00) on their books as a carried forward loss which would be off set in future years by profits. Part of that equation is in the extension of term. The current agreement allows for two five year extensions and back in December Spectra requested both of those options be exercised for a total of ten years. Spectra is now asking for only one of those options be granted. It has become clear through our discussions that Cal Expo is not willing to commit to that long of an ongoing relationship. Spectra is asking that one five year extension be granted. This allows Spectra to recoup the 2 years already loss and have 3 years for additional profits. The ask of \$172,000.00 credit equals 50% of what Spectra paid Cal Expo last year even though the soccer stadium was closed. Spectra did pay 7 months minimum rent along with \$257,000.00 in commissions from January to early March events. Mr. Neary went on to explain the past history about Cal Expo being responsible for losses at the Grand Stands. Prior to the current agreement which started in 2013, Spectra and Cal Expo were operating under a different agreement which called for Spectra to pay commission on all sales at the race track. In the early years Spectra was able to do that and make a small profit or break even, however as horse racing became less popular Spectra started to lose money. Spectra approached the then CEO and Chief Deputy and the Board asking to modify/amend the agreement so that Spectra did not pay commission but rather operate on a 50/50 split of the net profits. At that time the question was asked what happens if there is a loss and at that time Spectra agreed that would be on them and that was reflected in the amended agreement back in 2005. In 2012, Cal Expo issued an RFP along with a copy of the agreement in which the language changed to simply 50% net proceeds which was later signed in 2013. By anyone's definition net proceeds means profits and losses and that is Spectra's position on it. Mr. Neary summarized that Spectra lost \$1.8 million during the pandemic, they're asking for a 5 year extension, forgiveness of \$172,000 in rent, and they are not asking Cal Expo to write a check for the 50% of losses so far at the Grand Stand.

Director May commented to refresh memories as it was 8 years ago, it was recognized that Spectra was losing money as a result of the Grand

Stands operations and Cal Expo agreed as you indicated to enter into an agreement. One thing that concerned him at the time was the profit and loss statement and not knowing what formulas were being used. Director May continued that 8 years ago he remembers agreeing to the 50/50 on net proceeds but stated that he didn't believe at that time it was our understanding nor were we agreeing to absorb 50% of the losses. What was being agreed too was foregoing rent for a period of time if in fact Spectra was losing money. Mr. Neary reminded Director May that was the old agreement in 2005.

Vice Chair Hime stated that Spectra's interpretation of the agreement is probably not what all of us would have agreed to and that the State, General Services and their attorneys would perhaps be interested in Spectra's interpretation. He went on to say that the State would never sign an agreement that would say if your department is losing money we will give you the money. Hime continued with he could not believe that Department of General Services nor this Board ever knowingly enter into that kind of interpretation/agreement. Vice Chair Hime wanted to make it clear that we want to continue our efforts to negotiate with you as this moves forward as it relates to our current agreements.

**MOTION:**

Vice Chair Hime made a motion to empower staff to move forward with these continued negotiations. Understanding that there are some points obviously going to be clearly differentiated between where the Board is and where Spectra is. We ask staff to move forward and bring back to the Board some recommendations as we try to narrow this gap and reach some resolution with long time partners. Motion was seconded by Director May. Chair Durfee asked for any discussion on the motion. Director Chong stated that he was on the Board in 2005 and 2012 as well. He went on to state that he feels circumstances are totally different now than they were at that time. He remembers that when there was talk about a 50/50 split he never thought it included a loss. He continued to say that we have worked together for a long time and want to find a solution that we can all work with. Chair Durfee asked for any more discussion, seeing none will go to a vote on Vice Chair Himes motion; to empower staff to continue discussion and negotiations with their understanding of the Board's thoughts in regards to the various areas of interpretation of the contract. Chair Durfee asked for a roll call vote; Chair Durfee, yes; Vice Chair Hime, yes; Director Choi, yes; Director Chong, yes; Director DiMare, yes; Director Mallel, yes; Director May, yes. **Motion carries unanimously.**

- b. Update and Possible Action Regarding the Planned Cancellation of the Annual 4<sup>th</sup> of July Fireworks Event at Cal Expo

CEO Pickering reported that this item was placed on the agenda as there have been several media inquiries about the Annual 4<sup>th</sup> of July Fireworks at Cal Expo. When communities around Cal Expo announce they are or are not doing the 4<sup>th</sup> of July celebrations this tends to generate media interest as Cal Expo's traditional annual fireworks show is one of the largest in the Sacramento Region. The Board is aware that Cal Expo has remained focused on serving the community during the pandemic in several different capacities. We've been open by the Governor's Office of Emergency Services and very focused on the Governor designating us as a Super Vaccination site for the region and the Board is aware that we are continuing that through September. At this point in time Cal Expo is not in the position to host the 4<sup>th</sup> of July fireworks show. Our team is focused on responding to the pandemic and assisting the State in getting re-opened and that includes getting school children and teachers vaccinated during the summer. Additionally, because of the pandemic Cal Expo has laid off more than 50% of our full time State Employees and we simply don't have adequate staffing to produce a 4<sup>th</sup> of July Fireworks celebration.

**MOTION:**

Director Chong made a motion to support and ratify staff's decision to cancel the Annual 4<sup>th</sup> of July fireworks celebration. Director Mallel seconded the motion. Discussion – None Chair Durfee asked for a roll call vote; Chair Durfee, yes; Vice Chair Hime, yes; Director Choi, yes; Director Chong, yes; Director DiMare, yes; Director Mallel, yes; Director May, yes. **Motion carries unanimously.**

**11. MATTERS OF INFORMATION:**

- a. Update on COVID-19 Emergency Support Provided by Cal Expo  
CEO Pickering stated that Cal Expo endeavors to regularly update the Board on our COVID response efforts and will move on to CEO comments.

- b. CEO Comments

CEO Pickering reported that in the spring of 2020 the Board unanimously selected Bill and Carol Chandler as Agriculturalists of the Year for the State of California. Normally this award is presented at the State Fair Gala however due to COVID this did not happen in 2020 and in 2021. May 27, 2021, a small group were able to gather at Harris Ranch to present the Chandlers with their award.

Pickering informed the Board that as with all events the State Fire Marshall inspected all of the COVID activities happening at Cal Expo. As a result Cal Expo received a bill in the amount of \$55,000.00 with instructions to pay the bill and then forward the costs to the other agencies that were using Cal Expo for their COVID activities. CEO Pickering went on to report that this week Cal Expo has been receiving emails and public complaints regarding an event that is happening in the parking lot of Santa Anita Race Track, July 21-August 22, 2021. The

complaints have been that they are calling themselves the State Fair or State Fair at Santa Anita, State Fair of Los Angeles or State Fair 2.0. This is very confusing to the public and there is no Agricultural component etc. Cal Expo has stated that this is not our event, we have not moved the State Fair to Santa Anita or to Los Angeles. Orange County Fair and Los Angeles County Fair have also been receiving complaints. The Department of Food and Agriculture have had the same complaints and they have been asked to intervene and not allow these people to use the name State Fair. This matter has been referred to our State Attorney General office. Staff continues to be very busy. There have been fires in the American River Parkway and our Police Department has been meeting with allied agencies to discuss emergency responses. During COVID the Governor signed an executive order that allows State Agencies and Boards to meet electronically. This order will be expiring and we have been notified that the Governor will be revising that order soon. Cal Expo has been paying close attention to Cal OSHA as they release updated guidelines for employers and the State will be issuing additional guidelines for state employers.

- c. Directors Comments/Agenda Items for Future Meeting  
Director Chong – Thanks everybody for the long hours/hard work. Looking forward to all the events coming back. Very encouraged.  
Director May - Randy Brink called and misses everyone.  
Director DiMare – Want to echo Director Chong’s comments and very excited about all of the events on the calendar.  
Vice Chair Hime – Ditto for everything said. Suggested having a Board Meeting before the September meeting.  
Chair Durfee – Will contact CEO Pickering to discuss dates for July or August. Would like staff to look into what additional technology we would need to have for in-person and zoom call meetings.
- d. Next Board Meeting – **Friday, September 24, 2021**, (Subject to change due to COVID-19 emergency)
- e. Other, if any

## 12. ADJOURNMENT

### MOTION:

Chair Durfee called for a motion to adjourn. Motion was moved by Vice Chair Hime and seconded by Director Chong. **All in favor, motion passes unanimously.**

The Board of Directors meeting was adjourned at 11:33 a.m.

California Exposition & State Fair

SERVICE CONTRACTS

June 4, 2021 – September 21, 2021

From \$15,000 to \$99,999 (rounded) Requiring Notification

<b>Contractor</b>	<b>Amount (up to)</b>
<ul style="list-style-type: none"><li>• <b>Sacramento County Sheriff's Department</b></li><li>• Term: September 1 – December 31, 2021</li><li>• Security/Police Services for Interim Events</li><li>• Services requested as needed for events; reimbursed by Event Promoter during settle up</li></ul>	<b>\$95,000</b>

California Exposition & State Fair

PURCHASE ORDERS

June 4, 2021 – September 21, 2021

Over \$100,000 Requiring Approval

Vendor	Amount
<ul style="list-style-type: none"><li>• CFSA</li><li>• Deferred Maintenance Project – Paddock Tent</li><li>• Reimbursed by Deferred Maintenance Funds</li></ul>	<b>\$100,186</b>



# COMMITTEE AND STAFF REPORTS

POINT SHEET – PROFIT/LOSS STATEMENT-BOARD REPORT

**June 2021**

(Reference Profit/Loss Statement)  
(Comparison of Columns C and D Year End)

1. **Expo Events (Row 2)** – 2020 revenue collected from events prior to COVID pandemic (mid-March 2020).
2. **Miscellaneous (Row 10)** – Includes:
  - \$99K - CARES Rebates to help offset increase in unemployment claims due to COVID pandemic
  - \$1.7M- State Funding for payroll and operational costs pursuant to Senate Bill 115
  - \$587K – Funding from CDFA to help fund staff salaries, payouts of leave balances, and unemployment insurance during layoff process
3. **Deferred Maintenance (Rows 14 and 45)** – Deferred Maintenance projects completed through June 30, 2021. Remainder of funds have been encumbered.
4. **Salaries & Wages (Row 17) and Benefits (Row 18)** – Layoff effective 1/21/2021.

**CALIFORNIA EXPOSITION & STATE FAIR  
PROFIT/LOSS STATEMENT  
June 30, 2021**

R o w	C o l u m n							
	A	B	C	D	E	F	G	
	Quarter 2 2021	Quarter 2 2020	YTD 2021	YTD 2020	Annual Variance YTD	Budget 2021	Annual Variance From Budget YTD	
	<b>Revenue</b>							
1	State Fair	\$ 12,093	\$ (5,445)	\$ 12,093	\$ 58,726	\$ (46,633)	-	\$ 12,093
2	Expo Events	167,688	18,287	290,447	1,623,887	\$ (1,333,440)	162,953	127,494
3	Multi-Use Sports Facility	34,440	34,440	68,880	68,880	\$ -	100,000	(31,120)
4	Rock and Brews	37,500	37,500	75,000	75,000	\$ -	-	75,000
5	Watch & Wager	21,816	14,530	77,105	70,628	\$ 6,477	92,454	(15,349)
6	Simulcast	256,463	159,970	479,681	357,532	\$ 122,149	621,266	(141,585)
7	RV Park	275,703	141,147	464,964	364,152	\$ 100,812	825,158	(360,194)
8	Raging Waters	12,667	-	12,667	-	\$ 12,667	-	12,667
9	Electronic Sign	81,375	81,375	162,750	162,750	\$ -	325,500	(162,750)
10	Miscellaneous	276,086	143,919	2,412,838	143,651	\$ 2,269,187	5,000	2,407,838
11	Reimbursements	708,997	200,985	1,106,921	665,881	\$ 441,040	403,300	703,621
12	Grants	127,189	4,069	127,316	154,072	\$ (26,756)	-	127,316
13	Interest Revenue	1,302	15,597	3,042	45,450	\$ (42,408)	10,000	(6,958)
14	Deferred Maintenance (CS 6.10)	485,020	3,638,930	4,932,382	3,944,620	\$ 987,762	-	4,932,382
15	<b>TOTAL REVENUE</b>	<b>\$ 2,498,339</b>	<b>\$ 4,485,304</b>	<b>\$ 10,226,086</b>	<b>\$ 7,735,229</b>	<b>\$ 2,490,859</b>	<b>\$ 2,545,631</b>	<b>\$ 7,680,455</b>
16	<b>Personal Services</b>							
17	Salaries & Wages	913,831	1,433,219	1,839,340	3,155,174	\$ (1,315,834)	3,274,687	1,435,347
18	Benefits	576,947	1,062,245	1,222,488	2,022,151	\$ (799,663)	2,250,397	1,027,909
19	<b>Total Personal Services</b>	<b>\$ 1,490,778</b>	<b>\$ 2,495,464</b>	<b>\$ 3,061,828</b>	<b>\$ 5,177,325</b>	<b>\$ (2,115,497)</b>	<b>\$ 5,525,084</b>	<b>\$ 2,463,256</b>
20	<b>Operating Expenses</b>							
21	General Expense	90,908	152,080	158,236	338,299	\$ (180,063)	1,053,568	895,332
22	Advertising	-	15,843	-	59,181	\$ (59,181)	-	-
23	Printing	4,046	13,154	7,473	20,365	\$ (12,892)	-	(7,473)
24	Communications	25,768	38,522	45,841	76,376	\$ (30,535)	111,000	65,159
25	Postage	339	712	786	11,445	\$ (10,659)	-	(786)
26	Insurance	176,743	164,221	356,357	447,105	\$ (90,748)	813,076	456,719
27	Travel	931	70	931	4,649	\$ (3,718)	-	(931)
28	Training	-	-	-	816	\$ (816)	-	-
29	Facility Operations	32,000	35,488	58,700	145,166	\$ (86,466)	-	(58,700)
30	Utilities	210,856	263,140	428,680	579,088	\$ (150,408)	1,352,508	923,828
31	Cons & Prof Svcs External	355,815	268,569	486,423	759,056	\$ (272,633)	117,500	(368,923)
32	Cons & Prof Svcs Internal	13,357	16,067	23,924	26,910	\$ (2,986)	-	(23,924)
33	Data Processing	14,665	25,982	28,750	72,103	\$ (43,353)	-	(28,750)
34	Entertainment	-	-	-	-	\$ -	-	-
35	Judging	-	1,371	-	4,304	\$ (4,304)	-	-
36	Premiums	-	-	-	-	\$ -	-	-
37	ProRata	153,088	185,757	306,176	371,513	\$ (65,337)	612,348	306,172
38	Other	53	17,606	376	30,260	\$ (29,884)	-	(376)
39	<b>Total Operating Expenses</b>	<b>\$ 1,078,569</b>	<b>\$ 1,198,582</b>	<b>\$ 1,902,653</b>	<b>\$ 2,946,636</b>	<b>\$ (1,043,983)</b>	<b>\$ 4,060,000</b>	<b>\$ 2,157,347</b>
40	<b>TOTAL EXPENSES</b>	<b>\$ 2,569,347</b>	<b>\$ 3,694,046</b>	<b>\$ 4,964,481</b>	<b>\$ 8,123,961</b>	<b>\$ (3,159,480)</b>	<b>\$ 9,585,084</b>	<b>\$ 4,620,603</b>
41	<b>OPERATING PROFIT (LOSS)</b>	<b>\$ (71,008)</b>	<b>\$ 791,258</b>	<b>\$ 5,261,605</b>	<b>\$ (388,732)</b>	<b>\$ 5,650,339</b>	<b>\$ (7,039,453)</b>	<b>\$ 12,301,058</b>
42	Prior Year Income	14,450	(800)	14,679	6,601	\$ 8,078	-	-
43	Prior Year Expense	(3,466)	(3,447)	(3,034)	(1,379)	\$ (1,655)	-	-
44	Depreciation	424,004	444,280	862,954	890,116	\$ (27,162)	1,800,000	-
45	Capital Improvements	7,374	1,750	26,586	1,780	\$ 24,806	50,000	-
45	Deferred Maintenance (CS 6.10)	485,020	3,638,930	4,932,382	3,944,620	\$ 987,762	-	-
46	Equipment	200,909	49,874	201,173	149,856	\$ 51,317	80,000	-
47	<b>CHANGES IN RESERVES</b>	<b>\$ (1,170,399)</b>	<b>\$ (3,340,929)</b>	<b>\$ (743,777)</b>	<b>\$ (5,367,124)</b>	<b>\$ 4,623,349</b>	<b>\$ (8,969,453)</b>	

\*\* UNAUDITED \*\*

POINT SHEET – BALANCE SHEET-BOARD REPORT

**June 2021**

(Reference Balance Sheet)

- 1. Restricted Cash (Row 3)** – Includes remainder of Deferred Maintenance appropriation from General Fund pursuant to Control Section 6.10 of the Budget Act of 2018.
- 2. Prepaid Expenses / Deposits (Row 7)** – Approximately \$2.56M on deposit with CCA for Capital Projects in progress, most of which relates to Deferred Maintenance Projects.

**CALIFORNIA EXPOSITION & STATE FAIR**  
**BALANCE SHEET**  
June 30, 2021

ASSETS		Quarter 2 2021	Quarter 2 2020
1	<b>CURRENT ASSETS:</b>		
2	Cash	\$ 4,301,666	\$ 3,944,581
3	Restricted Cash	515,734	6,819,849
4	Accounts Receivable	1,902,198	1,172,047
5	Less Allowance for Doubtful Accounts	(2,627)	(2,627)
6	Advances	2,209	2,209
7	Prepaid Expenses / Deposits	2,586,384	2,099,602
8	<b>Total Current Assets</b>	<b>9,305,564</b>	<b>14,035,661</b>
9			
10	<b>PROPERTY, PLANT AND EQUIPMENT:</b>		
11	Land	\$ 1,643,577	\$ 1,643,577
12	Buildings	83,349,362	80,908,055
13	Equipment	6,679,509	6,379,341
14	Less Accumulated Depreciation	(74,593,553)	(74,102,884)
15	<b>Net Property, Plant and Equipment</b>	<b>17,078,895</b>	<b>14,828,089</b>
16			
17	<b>DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 6,523,998</b>	<b>\$ 6,523,998</b>
18			
19	<b>TOTAL ASSETS</b>	<b>\$ 32,908,457</b>	<b>\$ 35,387,748</b>
20			
21	<b>LIABILITIES AND FUND EQUITY</b>		
22			
23	<b>CURRENT LIABILITIES:</b>		
24	Accounts Payable	\$ 2,998,435	\$ 3,095,817
25	Compensated Absences	873,614	1,375,112
26	Collections In Advance	236,473	276,505
27	Other Current Liabilities	899,490	898,486
28	<b>Total Current Liabilities</b>	<b>5,008,012</b>	<b>5,645,920</b>
29			
30	<b>LONG TERM LIABILITIES:</b>		
31	Long Term Liabilities	\$ 1,632,334	\$ 1,637,833
32	Workers Compensation Ins-Contingency	65,973	258,286
33	OPEB Obligation (GASB 75)	20,034,247	20,034,247
34	Net Pension Liability (GASB 68)	16,325,437	16,325,437
35	Deferred Maintenance Funds (CS 6.10)	2,771,675	8,042,549
36			
37	<b>TOTAL LIABILITIES</b>	<b>\$ 45,837,678</b>	<b>\$ 51,944,272</b>
38			
39	<b>DEFERRED INFLOWS OF RESOURCES</b>	<b>\$ 10,746,342</b>	<b>\$ 10,746,342</b>
40			
41	<b>FUND EQUITY:</b>		
42	Contributed Capital	\$ 21,553,073	\$ 21,553,073
43	Retained Earnings	(44,484,859)	(43,488,815)
44	Net Income	(743,777)	(5,367,124)
45	<b>Total Fund Equity</b>	<b>(23,675,563)</b>	<b>(27,302,866)</b>
46			
47	<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b>\$ 32,908,457</b>	<b>\$ 35,387,748</b>

\*\* UNAUDITED \*\*

# AR Aged Invoice Analysis

## Current Balances

AR Report -Board

Cal Expo

Invoice Number	Due Date	Terms	Balance	Current 8/1/2021 and Beyond	Over 30 7/1/2021 7/31/2021	Over 60 6/1/2021 6/30/2021	Over 90 5/1/2021 5/31/2021	Over 120 Up to 4/30/2021
<b>Billups Digital Marketing (BILLUPS)</b>								
27781	2/22/2021		13,300.00	Partial payment has been made – sending additional “proof of performance” documents for remaining payment				13,300.00
27782	5/17/2021		4,900.00				4,900.00	
Billups Digital Marketing Totals:			18,200.00	0.00	0.00	0.00	4,900.00	13,300.00
<b>52nd District Agricultural Assn (SACFAIR)</b>								
27815	8/20/2021	30	75.00	75.00				
52nd District Agricultural Assn Totals:			75.00	75.00	0.00	0.00	0.00	0.00
<b>American Tower (formerly Verizon) (VERIZO)</b>								
27484	3/16/2021	0	4,945.00	Cell Tower Lease Reimbursement – Customer looking into status of payment				4,945.00
American Tower (formerly Verizon) Totals:			4,945.00	0.00	0.00	0.00	0.00	4,945.00
<b>CA Governor's Office of Emergency Services (CALOES)</b>								
27612	7/8/2021	30	61,178.94		61,178.94			
CA Governor's Office of Emergency Services			61,178.94	0.00	61,178.94	0.00	0.00	0.00
<b>California Dept Of Food &amp; Agriculture (CDFA)</b>								
27909	8/19/2021	30	189.13	189.13				
California Dept Of Food & Agriculture Totals:			189.13	189.13	0.00	0.00	0.00	0.00
<b>California Military Department (CMD)</b>								
26980	7/29/2020	30	2,288.00	Multiple attempts to collect payment have been made; Write-off				2,288.00
California Military Department Totals:			2,288.00	0.00	0.00	0.00	0.00	2,288.00
<b>CC TM PA (Crown Castle) formerly T-Mobile (CCTMPA)</b>								
27502	5/1/2020	0	38,676.00	Cell Tower Lease – Contacted via phone and email various times. Trying to make contact with specific person in AP dept				38,676.00
27942	5/1/2021	0	40,030.00				40,030.00	
CC TM PA (Crown Castle) formerly T-Mobile			78,706.00	0.00	0.00	0.00	40,030.00	38,676.00
<b>City of Sacramento (SACCITY)</b>								
27779	7/21/2021	30	16,062.50		16,062.50			
City of Sacramento Totals:			16,062.50	0.00	16,062.50	0.00	0.00	0.00
<b>R&amp;B of the Pacific (Rock &amp; Brews) (RBPAC)</b>								
18535	8/1/2018	0	12,500.00					12,500.00
18536	9/1/2018	0	12,500.00					12,500.00
18537	10/1/2018	0	12,500.00					12,500.00
18538	11/1/2018	0	12,500.00					12,500.00
18539	12/1/2018	0	12,500.00					12,500.00
23472	1/1/2019	0	12,500.00					12,500.00
23473	2/1/2019	0	12,500.00					12,500.00
23474	3/1/2019	0	12,500.00					12,500.00

# AR Aged Invoice Analysis

## Current Balances

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Invoice Number	Due Date	Terms	Balance	Current 8/1/2021 and Beyond	Over 30 7/1/2021 7/31/2021	Over 60 6/1/2021 6/30/2021	Over 90 5/1/2021 5/31/2021	Over 120 Up to 4/30/2021
<b>R&amp;B of the Pacific (Rock &amp; Brews) (RBPAC) (continued)</b>								
23475	4/1/2019	0	12,500.00					12,500.00
23476	5/1/2019	0	12,500.00					12,500.00
23477	6/1/2019	0	12,500.00					12,500.00
23478	7/1/2019	0	12,500.00					12,500.00
23479	8/1/2019	0	12,500.00					12,500.00
23480	9/1/2019	0	12,500.00					12,500.00
23481	10/1/2019	0	12,500.00					12,500.00
23482	11/1/2019	0	12,500.00					12,500.00
23483	12/1/2019	0	12,500.00					12,500.00
26967	1/31/2020	30	12,500.00					12,500.00
26966	3/2/2020	30	12,500.00					12,500.00
26965	3/31/2020	30	12,500.00					12,500.00
27118	5/1/2020	30	12,500.00					12,500.00
27119	5/31/2020	30	12,500.00					12,500.00
27120	7/1/2020	30	12,500.00					12,500.00
27222	7/31/2020	30	12,500.00					12,500.00
27223	8/31/2020	30	12,500.00					12,500.00
27224	10/1/2020	30	12,500.00					12,500.00
27498	10/31/2020	30	12,500.00					12,500.00
27497	12/1/2020	30	12,500.00					12,500.00
27496	12/31/2020	30	12,500.00					12,500.00
27609	1/31/2021	30	12,500.00					12,500.00
27608	3/3/2021	30	12,500.00					12,500.00
27607	3/31/2021	30	12,500.00					12,500.00
27925	5/1/2021	30	12,500.00				12,500.00	
27926	5/31/2021	30	12,500.00				12,500.00	
27927	7/1/2021	30	12,500.00		12,500.00			
R&B of the Pacific (Rock & Brews) Totals:			437,500.00	0.00	12,500.00	0.00	25,000.00	400,000.00
<b>Spectra Food Services formerly Ovations (SPECTRA)</b>								
27165	10/10/2020	30	1,320.00					1,320.00
27172	10/14/2020	30	2,000.00					2,000.00
27173	10/14/2020	30	6,550.40					6,550.40
27174	10/14/2020	30	11,695.15					11,695.15
27205	11/21/2020	30	6,261.77					6,261.77
27206	11/21/2020	30	2,036.00					2,036.00
27207	11/21/2020	30	11,479.95					11,479.95
27208	11/21/2020	30	641.16					641.16
27249	12/18/2020	30	11,549.89					11,549.89
27250	12/18/2020	30	2,006.75					2,006.75
22704	12/31/2020	30	5,000.00					5,000.00
27251	1/1/2021	30	4,891.39					4,891.39
27285	1/16/2021	30	2,027.00					2,027.00
27319	2/6/2021	30	11,522.99					11,522.99
27398	3/6/2021	30	2,036.00					2,036.00
27399	3/6/2021	30	11,533.75					11,533.75
27409	3/20/2021	30	2,027.00					2,027.00
27411	3/20/2021	30	3,778.60					3,778.60
27412	3/20/2021	30	3,752.91					3,752.91
27414	3/20/2021	30	3,926.37					3,926.37
27432	3/21/2021	30	360.00					360.00
27413	3/24/2021	30	11,634.53					11,634.53

# AR Aged Invoice Analysis

## Current Balances

AR Report -Board

Cal Expo  
Jennifer Koga

Tuesday, September 21, 2021 1:28:54PM  
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Invoice Number	Due Date	Terms	Balance	Current 8/1/2021 and Beyond	Over 30 7/1/2021 7/31/2021	Over 60 6/1/2021 6/30/2021	Over 90 5/1/2021 5/31/2021	Over 120 Up to 4/30/2021
<b>Spectra Food Services formerly Ovations (SPECTRA) (continued)</b>								
27483	4/15/2021	30	11,479.95					11,479.95
27489	4/16/2021	30	2,036.00					2,036.00
27517	4/25/2021	30	3,441.89					3,441.89
27600	5/30/2021	30	2,048.00				2,048.00	
27602	6/3/2021	30	3,761.15			3,761.15		
27603	6/3/2021	30	4,028.60			4,028.60		
27604	6/9/2021	30	12,132.45			12,132.45		
27617	6/30/2021	30	2,048.00			2,048.00		
27778	7/11/2021	30	24,565.90		24,565.90			
27759	7/21/2021	30	17,180.93		17,180.93			
27760	7/21/2021	30	5,670.93		5,670.93			
27761	7/21/2021	30	2,595.50		2,595.50			
27816	8/20/2021	30	2,036.00	2,036.00				
27817	8/20/2021	30	26,648.08	26,648.08				
27818	8/20/2021	30	6,624.62	6,624.62				
Spectra Food Services formerly Ovations			244,329.61	35,308.70	50,013.26	21,970.20	2,048.00	134,989.45
<b>NCEES (NCEES)</b>								
22687	9/20/2021	30	5,000.00	5,000.00				
NCEES Totals:			5,000.00	5,000.00	0.00	0.00	0.00	0.00
<b>Poster Publicity Inc. dba Kinetic Worldwide (POSTPU)</b>								
27382	2/1/2021		3,500.00					3,500.00
Poster Publicity Inc. dba Kinetic Worldwide			3,500.00	0.00	0.00	0.00	0.00	3,500.00
Partial payment has been made – sending additional “proof of performance” documents for remaining payment								
<b>TFC - Joe Mestmaker Enterprises (TFC)</b>								
26634	5/31/2020	30	400.00					400.00
26635	7/1/2020	30	400.00					400.00
26636	8/31/2020	30	400.00				Write-off	400.00
26637	10/1/2020	30	400.00					400.00
26638	10/31/2020	30	400.00					400.00
26639	12/1/2020	30	400.00					400.00
26640	12/31/2020	30	400.00					400.00
TFC - Joe Mestmaker Enterprises Totals:			2,800.00	0.00	0.00	0.00	0.00	2,800.00
<b>At the Grounds (Placer County Fair) (PLACERF)</b>								
27910	7/5/2021	30	1,200.00		1,200.00			
At the Grounds (Placer County Fair) Totals:			1,200.00	0.00	1,200.00	0.00	0.00	0.00
<b>Audible, LLC (AUDIBLE)</b>								
26981	6/22/2020		100.00					100.00
Audible, LLC Totals:			100.00	0.00	0.00	0.00	0.00	100.00
Remaining balance on invoice; Write-off								
<b>Ncotwinc For Golden Gate (NCOTGG)</b>								
27574	5/30/2021	30	2,984.39					2,984.39



# AR Aged Invoice Analysis

## Current Balances

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Cal Expo  
Jennifer Koga

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Invoice Number	Due Date	Terms	Balance	Current 8/1/2021 and Beyond	Over 30 7/1/2021 7/31/2021	Over 60 6/1/2021 6/30/2021	Over 90 5/1/2021 5/31/2021	Over 120 Up to 4/30/2021
<b>Ncotwinc For Golden Gate (NCOTGG) (continued)</b>								
27807	7/30/2021	30	159.21		159.21			
Ncotwinc For Golden Gate Totals:			3,143.60	0.00	159.21	0.00	2,984.39	0.00
<b>Watch and Wager LLC (WWAGER)</b>								
27814	8/20/2021	30	4,678.45	4,678.45				
Watch and Wager LLC Totals:			4,678.45	4,678.45	0.00	0.00	0.00	0.00
<b>Sefnco Communications, Inc (SefCom)</b>								
27288	12/7/2020		150.00					150.00
Sefnco Communications, Inc Totals:			150.00	0.00	0.00	0.00	0.00	150.00
Multiple attempts to collect payment have been made; possible Write-off								
<b>Grand Totals:</b>								
18 Customers			884,046.23	45,251.28	141,113.91	21,970.20	74,962.39	600,748.45
97 Invoices				5.12%	15.96%	2.49%	8.48%	67.95%

# NEW BUSINESS-Verbal Report

**OLD BUSINESS**

## MEMORANDUM

**Date:** September 10, 2021  
**To:** Board of Directors, California Exposition & State Fair  
**From:** Rick K. Pickering, Chief Executive Officer  
**Subject:** Cal Trans - American River Bridge Deck Replacement and Widening, Inter-Agency Right of Entry License Agreement and Updates

### GENERAL BACKGROUND

Since 2019, the California Department of Transportation (CalTrans) has regularly outlined for the Board its planned five-year project to widen the Capital City Freeway, and replace the American River Bridge deck. According to CalTrans, this is one of the most congested freeway locations in the region with some 90,000 vehicles each day, which includes 5,000 commercial trucks. Additionally, the project is needed due to the severity of the transverse and longitudinal deck cracks, concrete spalling, and high corrosive chloride content in the concrete deck surface. According to engineer reports, the bridge deck will continue to deteriorate and result in the need of emergency repairs if work is not done. The project will also provide a multimodal connection to medical centers, employment opportunities, and activity hubs of downtown and eastern Sacramento.

In addition to making presentations to the Board, CalTrans has conducted workshops in the community to obtain public input on the widening project (one of which took place at Cal Expo.) CalTrans has also sought input from a variety of public agencies that are involved in overseeing the American River Parkway, the levee, and regional flood control. The project will make the following improvements to the bridge:

- Remove and replace the existing concrete bridge deck
- Strengthen the steel girder post-tensioning systems
- Widen the bridge deck to accommodate traffic during construction, including a bicycle and pedestrian path to provide a levee connection between the City of Sacramento bike network and the American River Bike Trail
- Widen the bridge foundation to accommodate future widening of the Capital City Freeway

At its March 13, 2020 Board Meeting, Cal Expo approved CalTrans request to include portions of Cal Expo properties to be used as a staging sites for the contractor. Consequently, as part of the environmental review process, CalTrans evaluated using

portions of Cal Expo property to allow easier access to the bridge for the construction contractor. It was also anticipated that CalTrans' contractor will wish to use additional portions of Cal Expo for construction yards, portable office space, materials storage, etc.

At its February 26, 2021 Board meeting, Cal Expo reviewed CalTrans environmental work and concurred with the "De Minimis" findings. Based upon its environmental review of the project, CalTrans sought concurrence from Cal Expo for a "De Minimis" finding that the activities, features, or attributes of the American River Parkway will not be adversely affected with the construction of the American River Bridge Deck Replacement Project. This request stemmed from the need to meet compliance under the Section 4(f) regulation which protects publicly-owned parks. With Cal Expo's concurrence, Caltrans was able to finalize its environmental review.

#### **INTER-AGENCY RIGHT OF ENTRY LICENSE AGREEMENT**

Initial mobilization and clearing work is anticipated to begin in late 2021 and the project will run through April 30, 2026. As previously directed by the Board, Staff has worked closely with CalTrans, the Department of General Services, the Attorney General's Office and the lead contractor to clarify such items as: indemnification; insurances; required permitting; paths of travel for construction equipment; storage yards; office space; transfer of jurisdiction of right-of-way between State Agencies; protection of Cal Expo property; etc.

It was collectively determined that an Inter-Agency Right of Entry License Agreement was the most prudent mechanism to define these details (see attached License Agreement and Map.) In addition to the ROE Agreement, in order to keep the project moving as quickly as possible, Cal Expo has agreed to allow CalTrans' contractor to use additional portions of Cal Expo, including Lot F and Lot P.

#### **UPDATE – NO ACTION REQUIRED**

No action is being sought from the Board at this time. This Staff Report is being presented as a general update on the significant progress that has been made in support of this vital regional transportation improvement.

## INTER-AGENCY RIGHT OF ENTRY LICENSE AGREEMENT

This State of California Interagency Right of Entry License Agreement (License) dated for reference purposes only, September 14, 2021, by and between the State of California at the direction and with the consent of the **California Exposition and State Fair**, an independent entity of California State Government (CalExpo), acting by and through the Director of the Department of General Services, collectively referred to as "Licensor", and the **Department of Transportation**, hereinafter referred to as "Licensee". Licensor and Licensee may also be referred to as Party or Parties.

### RECITALS:

**WHEREAS**, Licensor has under its jurisdiction certain real property located at 1600 Exposition Blvd., in the County of Sacramento, State of California, commonly referred to as CalExpo (the Property); and

**WHEREAS**, Licensee desires to use a defined portion of the Property to access portions of the Property for purposes of planning surveys, staging, route of travel and bridge construction, as provided herein during the bridge replacement project (the Project) while awaiting a Transfer of Jurisdiction referenced in paragraph 5 below; and

**WHEREAS**, If the Project is ultimately permitted, approved and conditioned by Licensee's environmental document entitled American River Bridge Deck Replacement Initial Study with Mitigated Negative Declaration, dated February 2021, the terms and conditions are hereby incorporated by reference, as may be conditioned by any other regulatory agency having jurisdiction, if applicable; and

**Whereas**, In connection with the Project, as may be approved, Licensor shall allow Licensee, its contractors/ assignees access to the Property via the existing public access. Specific access will include: DOT Parcel No. 37762-1, as depicted in "Exhibit "A" on the attached map, as may be required for the widening of State Route 51, DOT Parcel No. 37762-2, as depicted in Exhibit "A" on the attached map, as may be required for staging of equipment, temporary road access and clearing of vegetation along the river bank, DOT Parcel No. 37763-2, as depicted in Exhibit "A" on the attached map, as may be required for staging of equipment and equipment access, DOT Parcel No. 37764-1, as depicted in Exhibit "A" on the attached map, as may be required for material storage yard and roadway access, DOT Parcel No. 37764-2, as depicted in Exhibit "A" on the attached map, as may be required for the widening of the Exposition Boulevard Offramp, DOT Parcel No. 37908-1, as depicted in Exhibit "A" on the attached map, as may be required for access road.

**NOW THEREFORE**, Licensor by this License hereby grants to the Licensee permission to enter upon those portions of the Property as reasonably required for construction of the Project, conditioned upon the agreement of the Parties that this License does not create or vest in Licensee any interest in the Property, that this License is revocable and non-transferable, and that this License is further subject to the following terms and conditions:

1. **Grant of License** – Licensor hereby grants to Licensee permission to enter onto those portions of the Property as reasonably required for construction of the Project at the points of access depicted in Exhibit "A", solely for the purpose of bridge construction, staging, route of travel, and roadway access in connection with the Project for a total use of approximately 43.29 acres.

Licensor retains all of its rights to use the Property in any manner, provided such use does not unreasonably interfere with Licensee's access to the Property, as provided by this License.

Licensor retains all rights to enter into separate agreements with Licensee's contractors, when such contractors desire to use portions of Licensor's Property not specified in Exhibit "A".

2. **Property Access Right** – Access into the Property shall be limited to the main access route as agreed to by Licensor and Licensee, all fees to be waived, except for the consideration paid pursuant to payment consideration below, and access to the Project is confined to those areas shown on Exhibit A; limits for staging of equipment, parking, trailers or any other item associated with construction shall be confined to the defined areas depicted in Exhibit A. At no time during Licensee's access to the staging location and subsequently the proposed project footprint shall the public be prevented from accessing the parking lot unless otherwise authorized and approved by Licensor. Should the public be rerouted or prevented from accessing public facilities, proper signage subject to the approval of the Licensor, must be posted by the Licensee at the entrance and the site of closure clearly informing the public of the temporary disruption. During the Annual California State Fair, Licensee shall reduce its access, paths of travel and construction yards to a minimum in order to limit any impacts to public access and enjoyment of the State Fair event.
3. **Laws and Regulatory Agency Permits** – This License is expressly conditioned upon Licensee obtaining any and all regulatory permits or approvals required by the relevant regulatory agencies for the Project and Licensee's access to the Property, and upon Licensee's compliance with all applicable municipal, state and federal laws, rules and regulations, including all California Exposition and State Fair regulations. This License is subject to existing contracts, permits, licenses, encumbrances and claims which may affect the Property

Prior to commencement of any work, Licensee shall obtain all such legally required permits or approvals and submit to Licensor full and complete copies of all permits and approvals, including documentation related to or referenced in such permits and approvals, along with the corresponding agency contact and telephone numbers, and related California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation, as applicable.

4. **Term** - This License shall commence September 17, 2021 and will end April 30, 2026, or as may be reasonably extended by written mutual agreement of the Parties.
5. **Payment Consideration** – License shall make a one-time payment to cover the cost of the access to, and use of, the Property for the term identified above pursuant to the Department of General Services approved appraisal prior to the execution of the Transfer of Jurisdiction, substantially in the form of the attached Exhibit B. Upon approval of the appraisal, payment shall be submitted to the following:

California Exposition and State Fair  
Accounting Department  
1600 Exposition Blvd (L-2996)  
P.O. Box 15649  
Sacramento, CA 95815

6. **Early Termination** – Licensor shall have the absolute right to revoke this License for any reason upon 30 days written notice to Licensee, without damages accruing to Licensor from the Licensee or any of Licensee's contractors. Written notice to Licensee may be accomplished by electronic or paper transmission. The notice period set forth in this paragraph shall begin on the date of the electronic transmission, or, if sent by mail, on the date of delivery. If Licensee is in breach of this License or owes money to Licensor pursuant to this License, any prepaid monies paid by Licensee to Licensor shall be held and applied by Licensor as an offset toward damages and/or amounts owed. Nothing stated herein shall limit Licensor's exercise of its legal and equitable remedies.

7. **Authorized Work** – In no occurrence shall this License authorize work in excess or contrary to the terms and conditions of any regulatory agency permit or approval. Under no circumstances, whether or not authorized by any regulatory agency, other permit or any person or entity other than Licensor shall work exceed that which is authorized by this License.
8. **Cooperation** - Licensee agrees to coordinate its access with the Facilities Manager's Office names below at least 48 hours prior to any entry upon the Property for any of the purposes hereinabove set forth to minimize any impairment of access to the Property and any inconvenience to or disruption of Licensor's business on the Property. Licensee shall provide Licensor's contact information to Licensor with written notice of Licensee's intent to enter the Property. Licensee shall also notify Licensor's contact in writing at least 48 hours prior to any change in the Project schedule or cessation or completion of work. Should State personnel need to contact Licensee, Licensor shall notify Licensee's contact person listed below:

**Licensor:**

California Exposition & State Fair  
 Attn: Marcia Shell  
 1600 Exposition Blvd  
 Sacramento, CA 95815  
 Ph. (916) 263-3040  
 Email: [MDSshell@calexpo.com](mailto:MDSshell@calexpo.com)

**Licensee:**

California Department of Transportation  
 Attn: Shelly Darwazeh  
 703 B Street  
 Marysville, CA 95901  
 Ph. (530) 821-8353  
 Email: [Shelly.Darwazeh@dot.ca.gov](mailto:Shelly.Darwazeh@dot.ca.gov)

9. **Hold Harmless Indemnification** - Licensee waives all claims against Licensor, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Property, the issuance, exercise, use or implementation of this License, early termination, and/or the rights herein granted. Licensee further agrees to protect, save, hold harmless, indemnify and defend Licensor, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by Licensor, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with this License, exercise by Licensee of the rights herein granted, Licensee's access to the Property, and the construction of the Project for which this License is granted, except those arising out of the sole active negligence or willful misconduct of Licensor. Licensee will further cause such indemnification and waiver of claims in favor of Licensor to be inserted in each contract that Licensee executes for the provision of services in connection with the Project for which this License is granted.
10. **Contractor Permits** - Licensee shall incorporate the terms, conditions and requirements contained herein when contracting out all or any portion of the work permitted hereunder. Licensee shall be responsible for ensuring contractor/subcontractor comply with the terms and conditions contained herein. Failure of Licensee's contractors to abide by Licensor's terms and conditions shall constitute default by Licensee (see Default paragraph below) allowing Licensor to terminate this License and seek all legal remedies.
11. **Default** – In the event of a default or breach by Licensee of any of the terms or conditions set forth in this License, Licensor may at any time thereafter, without limiting Licensor in the exercise of any right of remedy at law or in equity which Licensor may have by reason of such default or breach:
- a. Maintain this License in full force and effect and recover the consideration, if any, and other monetary charges as they become due, without terminating Licensee's right to access to the Property, regardless of whether Licensee has abandoned the Project; or



- b. Immediately terminate this License upon giving written notice to Licensee, whereupon Licensee shall immediately cease Project construction on the Property and remove or abandon in place all of Licensee's equipment and other personal property from the Property. In such event, Licensor shall be entitled to recover from Licensee all damages incurred or suffered by Licensor by reason of Licensee's default, including, but not limited to, the following:
- i. any amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this License, including, but not limited to, compensation for the cost of restoration, repair and revegetation of the Property, which shall be done at Licensor's sole discretion and compensation for the detriment which in the ordinary course of events would be likely to result from the default; plus
  - ii. at Licensor's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.
12. **Right to Cure Default** – At any time after Licensee is in default or in material breach of this License, Licensor may, but shall not be required to, cure such default or breach at Licensee's sole cost. If Licensor at any time, by reason of such default or breach, pays any sum or does any act that requires the payment of any sum, the sum paid by Licensor shall be due immediately from Licensee to Licensor at the time the sum is paid.
13. **Secure Area** – Licensee shall install a chain link temporary construction fencing, or similar material, and appropriate signage prior to commencement of work to prevent public access into the staging and construction zones for the Project. Licensee shall remove such fencing within two (2) days after the completion of work. Licensee shall take, and shall cause its contractors or subcontractors to take, any and all necessary and reasonable steps to protect the public from harm in connection with the Project or implementation of this License. Licensee shall be responsible for securing and protecting all material and equipment stored in the staging area. Licensor is not responsible for any stolen, damaged, or vandalized equipment or materials.
14. **Property Restoration** – Licensee shall complete any required restoration, repair, and revegetation of the Property in consultation with, and to the satisfaction of, Licensor prior to complete demobilization of the staging area or the expiration or termination of this License, whichever comes first. This includes but is not limited to repair of pavers, asphalt, revegetation, and removal of all debris from the Property. This obligation shall survive the expiration or termination of this License.
15. **Insurance** – Licensor understands and agrees to the following:
- (1) The State of California has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program. The California Attorney General administers the general liability program through an annual appropriation from the General Fund. The Office of Risk and Insurance Management administers the motor vehicle liability program, and
  - (2) Under this form of insurance, the State and its employees (as defined in Section 810.2 Government Code) are insured for any tort liability that may develop through carrying out official activities, including State official operations on non-State owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the: Attorney General, State of California, Tort Liability Section, 1300 "I" Street, Sacramento, California 95814.

Claims arising from operations of a State-owned vehicle should be forwarded to the Office of Risk and Insurance Management, Auto Self-Insurance, 707 Third Street, West Sacramento, California 95605, and

- (3) Licensee has entered into a Master Agreement with the State Compensation Insurance Fund to administer workers' compensation benefits for all State employees, as required by the Labor Code. Licensee provides workers' compensation benefits through the California Fairs Service Authority.
16. **Right to Halt Work** – Licensor reserves the right to halt work and demand mitigation measures at any time, with or without prior notice to Licensee, in the event Licensor determines that any provision of this License has been violated, or in the event that cessation of work is necessary to prevent, avoid, mitigate or remediate any threat to the health and safety of the public or Licensor's personnel, or to the natural or cultural resources of CalExpo.
17. **Property Protection** – Licensee shall protect the Property, including all improvements and all natural and cultural features thereon, at all times, at Licensee's sole cost and expense, and Licensee shall strictly adhere to the following restrictions:
- a. Licensee shall not place or dump garbage, trash or refuse anywhere upon or within the Property, or within any Licensor maintained receptacle. Licensee shall provide self-contained trash receptacles to be kept within the fenced staging area, not available to the public. Trash shall be emptied frequently enough so as not to cause unpleasant odors or overflows.
  - b. Licensee their agents, or contractors shall not utilize Licensor's restroom during construction hours. Licensee shall provide own restrooms that are to be kept within the fenced staging area and not made available to the public. The restrooms are to be maintained frequently enough so as not to cause an unpleasant odor.
  - c. Licensee shall not commit or create, or suffer to be committed or created, any waste, hazardous condition, or nuisance in, on, under, above or adjacent to the Property.
  - d. Licensee shall not cut, prune, or remove any vegetation upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by Licensor.
  - e. Licensee shall not disturb, move, or remove any rocks or boulders upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by Licensor.
  - f. Licensee shall not grade or regrade, or alter in any way, the ground surface of the Property, except as herein permitted, or subsequently approved in writing by Licensor.
  - g. Licensee shall not use, create, store, possess or dispose of hazardous substances (as defined in the California Hazardous Substances Act) on the Property except as herein permitted, or subsequently approved in writing by Licensor.
  - h. Licensee shall exercise due diligence to protect the Property against damage or destruction by fire, vandalism and any other causes.
  - i. Licensee shall provide a security plan for review and approval of Licensor's Police Department. Should Licensor's Police and/or Security personnel be required to help protect Licensee's use of the Property, Licensee shall compensate Licensor, at Licensor's standard public rates for such services.

18. **Right to Enter** – At all times during the term of this License and any extension thereof, Licensor, its agencies, contractors, agents, employees, representatives, invitees or licensees, expressly retain the right at any and all times, and any and all places, to temporarily enter upon the Property to survey, inspect, or perform any other lawful purposes. Licensee shall not interfere with Licensor’s right to enter the Property.
19. **Counsel Review** - By their respective signatures below, each Party hereto affirms that they have read and understood this License and have received independent counsel and advice from their attorneys with respect to the advisability of executing this License.
20. **Assignment and Subletting** – This License shall not be assigned, mortgaged, hypothecated, or transferred by Licensee, whether voluntarily or involuntarily or by operation of law, nor shall Licensee let, sublet or grant any license or permit with respect to the use and occupancy of the Property or any portion thereof, without the prior written consent of Licensor.
21. **Amendments** - This License may be amended, changed, or modified only by written agreement executed by the Licensee and Licensor. No waiver or any provision of this License will be valid unless in writing signed by the party charged therewith.
22. **Reliance on Investigations** – Licensee declares that it has made such investigation of the facts pertaining to this License, the Property and all the matters pertaining thereto as it deems necessary, and on that basis accepts the terms and conditions contained in this License. Licensee acknowledges that Licensor has made, and makes, no representations or warranties as to the condition of the Property, and Licensee expressly agrees to accept access to the Property in it’s as-is condition in connection with construction of the Project as herein permitted.
23. **Separate Counterparts** – This License may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Lease and of signature pages by electronic mail in “portable document format” (“pdf”) form or by any other electronic means shall constitute effective execution and delivery of this Lease. In the event the Lease is executed by wet ink signatures, the original signatures shall also be exchanged between the parties via mail, in addition to any exchange via electronic means.
24. **Choice of Law** – This License will be governed and construed by the laws of the State of California.
25. **Authority to Sign** – The undersigned represents that they have the authority to, and do, bind the person or entity on whose behalf and for whom they are signing this License, and the attendant documents provided for herein, and this License and said additional documents are, accordingly, binding on said person or entity.
26. **Entire Agreement** - The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this License contains the entire agreement of the Parties, and that the terms of this License are contractual and not a mere recital.

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IN WITNESS WHEREOF, the parties have executed this License by their duly authorized representatives.

**LICENSOR**

CALIFORNIA EXPOSTION AND  
STATE FAIR

By: **Rick K. Pickering**  
Digitally signed by Rick K. Pickering  
Date: 2021.09.14 14:21:14 -07'00'

Name: **Rick Pickering**  
Its: **Chief Executive Officer**

**LICENSEE**

CALIFORNIA DEPARTMENT OF  
TRANSPORTATION

By: **Janel D. Wilson**  
Digitally signed by Janel D. Wilson  
Date: 2021.09.14 15:22:59 -07'00'

Name: **Janel D. Wilson**  
Its: **Assistant Chief**  
**North Region Right of Way, Marysville**

Approved by:

DIRECTOR OF DEPARTMENT OF  
GENERAL SERVICES

By: **Michael Butler**  
Digitally signed by Michael Butler  
Date: 2021.09.14 18:44:19 -07'00'

**Mike Butler, Section Chief**  
**Real Property Services Section**

Approval Recommended:

DEPARTMENT OF GENERAL SERVICES  
State Owned Leasing and Development

By: **Kimberley Tsumura**  
Digitally signed by Kimberley Tsumura  
Date: 2021.09.14 12:19:44 -07'00'

**Kimberley Tsumura,**  
**Senior Real Estate Officer**

Exhibit "A"

