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AMENDED
August 21, 2025

Notice of Meeting

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

Thursday, August 28, 2025, 2:00 p.m.
In the Clubhouse located in the Michelob Ultra Grandstand
California Exposition and State Fair
1600 Exposition Boulevard
Sacramento, CA 95815

Kim Craig, Chair
Nick Hardeman, Vice Chair

Arturo Barajas, Director
Heather Bernikoff, Director
Rina V. DiMare, Director

Willie Pelote, Director
Che Salinas, Director

Sonney Chong, Honorary Director

EX OFFICIO MEMBERS

Governor Gavin Newsom

Senator Angelique Ashby
Senator Melissa Hurtado

Assembly Member Maggy Krell
Assembly Member Esmeralda Soria

2026 California State Fair (Fair Dates TBD)

This notice is also available on the Internet at: 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 shall fill out a Speaker's Form and provide it to the Board's Recording Secretary. 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 fill out a Speaker's Form and provide it to the Board's Recording Secretary. 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. LAND ACKNOWLEDGEMENT

4. PLEDGE OF ALLEGIANCE

5. INTRODUCTION OF GUESTS & 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. NEW BUSINESS

- a. Review for Approval-Agreement to memorialize activities for the Sac State Football Stadium

8. MATTERS OF INFORMATION

- b. CEO Comments
- c. Directors Comments/Agenda Items for Future Meetings
- d. Next Board Meeting **Friday, September 26, 2025**
- e. Other, if any

9. ADJOURNMENT

Date of Notice: August 21, 2025

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.

NEW BUSINESS

a. REVIEW FOR APPROVAL

MEMORANDUM ADDENDUM

Date: August 27, 2025

To: Board of Directors
California Exposition and State Fair

Via: Tom Martinez, Chief Executive Officer
California Exposition and State Fair

From: Marcia Shell, Deputy Manager
Matt Cranford, Chief Deputy Manager

Subject: Exploration of Sac State Football Stadium at Cal Expo

INTRODUCTION

California Food and Agricultural Code, section 3332, outlines the powers of the Cal Expo Board of Directors. Specifically, it grants the Board the authority to contract in various agreements, including leases, either independently or in cooperation with other entities, public or private, for the purposes of carrying out its functions. Contracts authorized by this code have taken place on numerous occasions throughout the history of Cal Expo, including with Sac Republic FC and Rock & Brews.

Cal Expo is an independent state enterprise agency, which is not funded by the state's General Fund. As such, this structure requires Cal Expo to run like a business, building partnerships that create year-round, revenue-generating opportunities. These opportunities support the State property and all operations, including our police department. To that end, staff has been open to exploring new potential partnerships. Specifically, we have been having productive and exciting conversations as part of an

exploratory partnership between Sac State and Cal Expo for the purposes of supporting their athletic program.

The Cal Expo Grandstand has served many purposes over the years. Horse racing, multi-day music festivals and concerts, staging areas for the American Red Cross and other emergency responders, training facilities for police, rodeos, demolition derbies, truck pulls, monster truck shows, food and beverage festivals, and more. The Grandstand is the largest, state-owned, weatherized facility of its kind in Northern California, which has allowed for horse racing in the winter months as well as year-round events. The Grandstand also includes the Clubhouse and Turf Club, where events like Rotary and Chamber of Commerce luncheons, film festivals, receptions for visiting dignitaries, holiday parties, business lunches, and more, have been hosted. These facilities, which include three kitchens, have been maintained over the years and upgraded appropriately. Our contracted master food and beverage concessionaire Oak View Group Hospitality (OVG) professionally caters and services the multitude of events that take place onsite, both at the Grandstand and all other facilities outside at Cal Expo.

During the Board retreat in October 2024, the Board objectives included, to “address business opportunities...fully utilizing the Cal Expo property, facilities, and grounds” and to “set goals that included getting ahead of the decline of horse racing in Northern California, and investigating opportunities for the usage of the racing footprint”. Cal Expo’s vision, as stated in the BOD Policy & Procedures Manual, is “to become the premier event facility in Northern California”. This includes to “nurture tradition, innovation, education, and creativity with an eye to the future”, as well as to “remain fiscally responsible, seek continuous facility improvement, and have fun!”

CURRENT STATUS

During the 2025 CA State Fair, Sac State presented Cal Expo with a Letter of Interest (LOI). Due to staff’s full attention on the State Fair, a response was tabled until after Fair. However, in order for Sac State to move forward with their pursuit of playing football at Cal Expo in 2026, an August 28, 2025 Board meeting was scheduled to address the LOI (attached) and respond accordingly.

The LOI, dated July 11, 2025 states that Sac State seeks to move forward in collaboration with Cal Expo to evaluate the feasibility of developing a “Sacramento State Athletic Park” at Cal Expo. The Athletic Park would include Cal Expo’s Grandstand and portions of the adjacent land for “a stadium serving, among other uses, Sac State athletics and student entertainment”. The goal is to partner with Cal Expo to improve upon the existing Grandstand as a future home for Sac State football. The LOI strives to “identify the best path forward to begin in the 2026 football season.” With that goal in mind, an agreement between Cal Expo and Sac State would move the project forward accordingly.

HIGHLIGHTS OF THE PROPOSED ACCESS & EXCLUSIVE NEGOTIATION AGREEMENT

Specific items for consideration within the proposed agreement have been identified and noted for easier identification.

1. This draft Access & Exclusive Negotiation Agreement (AENA) was given to Cal Expo’s Deputy Attorney General, Mr. Matt Goldman for review. Mr. Goldman responded that per Food & Ag Code section 3332(a), (c) Cal Expo is authorized (via its Board) to engage in such agreements. Mr. Goldman also informed staff that the draft AENA looked good.
2. Item (1) “Due Diligence Period”
This item describes the way the proposed agreement may be terminated by CSUS at any time or by Cal Expo six months or more after the Execution Date if no substantial progress has been made towards terms of a Definitive Agreement for a Stadium at Cal Expo.
3. Item (3) “Grant of Exclusivity”
This item describes how only CSUS can negotiate terms and uses for the grandstand area (approximately 9.25 acres) for the stadium. It prevents Cal Expo from having negotiations or contracts for alternative uses of that space (called a back-up contract) without specific written agreement from CSUS. This would include contracts with event promoters for events to be held at the grandstand during the “Due Diligence Period”. The areas surrounding the 9.25 acres are available for Cal Expo to rent and use during this period.

4. Item (5) “Due Diligence Costs: EXPO’s Representatives”

Cal Expo will be the agency of record for entering into contracts for studies of the facility. This includes the California Environment Quality Act (CEQA) report as well environmental, seismic, geotechnical, and topographical consultants for the appropriate reports and studies.

Cal Expo has entered into agreements for all of the aforementioned studies, totaling up to \$335,000. To date Cal Expo has spent a minimal amount of these funds. These expenses will be reimbursed by CSUS.

If CSUS decides to cancel the agreement at any point during the “Due Diligence Period”, CSUS will be responsible for the expenses described above. If Cal Expo exercises the cancellation clause, then all of the expenses will be split evenly between CSUS and Cal Expo.

ADDITIONAL INFORMATION

Cal Expo and Sac State, two state agencies, are in close proximity to each other. Connected by the American River Parkway, Cal Expo is a short bike ride from the Sac State campus. The Grandstand and surrounding land have recently held events with 19,000+ attendees. With upgrades and additional structures built, attendance potential would increase to an estimated 25,000 attendees. Sac State has been seeking options to expand their program, including a new football stadium. Their current stadium was built in 1969 and renovated in 1992.

Cal Expo has the footprint, space, and infrastructure to host sporting events at the Grandstand, with room to grow. The project will include improvements and additions to the current Grandstand and portions of the racetrack, in the following ways: Installation of a football field and field lighting, modular locker rooms including showers and bathrooms, bleacher seating, and cosmetic improvements to the Grandstand, such as painting with Sacramento State Hornets branding. Cal Expo currently has the ability to park approximately 15,000+ vehicles for game day activities. The goal would be to host 6-8 home games during the Fall 2026 football season.

STAFF RECOMMENDATION

Staff recommends approving the agreement as presented.

**ACCESS AND EXCLUSIVE NEGOTIATION AGREEMENT
BETWEEN
CALIFORNIA EXPOSITION & STATE FAIR
AND
CALIFORNIA STATE UNIVERSITY, SACRAMENTO**

THIS ACCESS AND EXCLUSIVE NEGOTIATION AGREEMENT (this “**Agreement**”) is entered into as of _____, 2025 (the “**Execution Date**”), by and between THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, the State of California acting in its higher education capacity, on behalf of California State University, Sacramento (“**CSUS**”), and the CALIFORNIA EXPOSITION & STATE FAIR, a California public entity (“**EXPO**”). CSUS and EXPO are sometimes hereinafter referred to as the “**Parties**.”

RECITALS

A. EXPO is the owner of certain real property, the Cal Expo Grandstands (“**GST**”), in the City of Sacramento, County of Sacramento, State of California, consisting of approximately nine and a quarter (9.25) acres of land and generally depicted in **Exhibit A** hereto (the “**Premises**”). The Premises are located at EXPO, 1600 Exposition Boulevard, Sacramento, CA 95815. The Premises may be adjusted in the future, as needed, by mutual agreement of CSUS and EXPO.

B. CSUS and EXPO are parties to that certain non-binding Letter of Intent, dated as July 11, 2025 (the “**LOI**”) in **Exhibit B**. As described in the LOI, CSUS has proposed a project “**Sacramento State Athletic Park**” on the Premises (the “**Project**”) that would include the development, improvement, and renovation of the Cal Expo Grandstands and other elements within the Premises (the “**Improvements**”).

C. EXPO and CSUS are currently in the process of negotiating one or more real property agreements, the final form, structure, and specific terms of which are still to-be-determined (the “**Definitive Agreements**”) pursuant to which CSUS would lease, license, or otherwise have rights to use the Premises (together with certain appurtenant rights and easements) for the purpose of developing the Project and constructing thereon and thereafter occupying the Improvements on either an exclusive or non-exclusive basis, with ownership and operating structures to-be-determined. In conjunction therewith, CSUS is currently in the process of investigating and evaluating the Premises.

D. As part of its investigation and evaluation, CSUS will be granted access to the Premises for the purpose of conducting certain due diligence inspections of the Premises, and EXPO and CSUS will coordinate access, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Due Diligence Period. The “**Due Diligence Period**” means the period which commences on the Execution Date and ends on the date that is the earlier of (a) one (1) year from the Execution Date and (b) the effective date of the Definitive Agreements, if approved and executed by the Parties. Notwithstanding the foregoing, if not earlier terminated, (i) this Agreement shall immediately terminate upon CSUS’s delivery of written notice to EXPO that CSUS is terminating this Agreement (which termination may be made in CSUS’s sole discretion, with or without cause) and (ii) this Agreement shall terminate, upon fifteen (15) business days’ prior written notice to CSUS, which may be delivered on any date that is more than six (6) months from the Execution Date, if by such date there has not been any substantial progress made towards negotiation of Definitive Agreements such that EXPO reasonably determines that there is no possibility of reaching agreement upon the terms of the Definitive Agreements by the end of the Due Diligence Period. Notwithstanding any such termination, CSUS’s obligations under Sections 5, 7 and 8 hereof shall survive any termination of this Agreement to the extent specified therein.

2. Use of Premises During Due Diligence Period. During the Due Diligence Period, EXPO shall have control over and full use of the Premises, subject to the right of CSUS to access and perform investigations of the Premises pursuant to this Agreement. During the Due Diligence Period, EXPO shall have the right to retain all income received from the Premises and shall bear all normal and customary operating costs relating to the Premises.

3. Grant of Exclusivity. During the Due Diligence Period, CSUS shall have the sole and exclusive right to negotiate a lease, license, use agreement, or other real property agreement for the Premises, and EXPO agrees that during such period it will refrain from marketing, negotiating, or entering into any agreements or contracts, including any so-called “back-up” contracts for the conveyance of the Premises, except with the prior written consent of CSUS in its sole discretion. CSUS agrees that this Exclusivity pertains only to the approximate 9.25 acres (The Premises) and does not pertain to the balance of the acreage surrounding and/or connecting to the Premises as described in this Agreement.

4. Grant of License; Due Diligence Activities. EXPO hereby grants to CSUS and its agents, employees, consultants, contractors and subcontractors (collectively, its “**Representatives**”) a revocable, non-exclusive license (“**License**”) during the Due Diligence Period to enter upon the Premises for the sole and limited purpose of conducting site inspections, asset appraisals, surveys, walk-throughs, certain environmental assessments, and other similar activities in connection with CSUS’s proposed use of the Premises (the “**Due Diligence Activities**”), subject to the terms and conditions herein. The License is subject to all existing contracts, leases, easements, encumbrances, and claims which may affect the Premises (whether or not of record).

5. Due Diligence Costs; EXPO’s Representatives. All Due Diligence Activities shall be undertaken at CSUS’s sole cost and expense. EXPO reserves the right to have its personnel or representatives accompany CSUS and its Representatives at all times during its Due Diligence Activities at the Premises. The Parties contemplate that EXPO will enter into certain predevelopment and due diligence consultant agreements regarding the Premises and proposed Project (which may include, without limitation, environmental site condition, seismic, geotechnical, and topographic investigations of the Premises as well as review of the proposed Project under the California Environmental Quality Act), the costs of which shall be reimbursed by CSUS; provided, that if the Agreement terminates pursuant to subclause (ii) of Section 1, then the Parties shall adjust such costs such that they are shared equally by EXPO and CSUS. By mutual

verbal agreement between the Parties approximately \$335,000.00 in expenditures have been committed to date. Moving forward, EXPO shall obtain CSUS's written consent regarding the scope of work and budget prior to executing or amending any such agreements, and shall give CSUS and its Representatives an opportunity to participate in any meetings with such consultants. CSUS's obligations under this Section 5 shall survive any termination of this Agreement except in the event of a breach of Section 3 by EXPO.

6. Invasive Due Diligence Activities. CSUS and its Representatives shall not conduct any Due Diligence Activities that constitute invasive or physical assessments, including environmental assessments, other than visual inspections, including but not limited to chipping, cutting, drilling, boring, or removing anything from the Premises or the improvements thereon, including, without limitation, any Phase II Environmental Site Assessment ("**Invasive Due Diligence Activities**"), without EXPO's prior written consent, which shall not be unreasonably withheld.

7. Restoration. Upon termination of this Agreement for any reason other than the effectiveness of Definitive Agreements of breach of Section 3 by EXPO, CSUS shall (or shall cause its Representatives to) promptly restore each affected area of the Premises to substantially its condition prior to such activities (or such other conditions as the Parties may mutually agree upon in writing), to the extent which any changes resulted from CSUS's Due Diligence Activities, which obligation shall survive the termination of this Agreement.

8. Indemnity. CSUS will indemnify, protect, hold harmless and defend EXPO from all liens, liabilities, claims, damages, costs, and expenses ("**Claims**") that are finally adjudged to directly arise out of personal injury, property damage or mechanic's liens caused by CSUS's or its Representatives' entry upon the Premises, except to the extent such Claims were caused by EXPO or its employees, agents, or representatives or resulted from the mere discovery of an existing condition on, in, under or about the Premises that was not caused or exacerbated by CSUS or its Representatives. CSUS shall be entitled to defend any Claim subject to indemnification hereunder through counsel of CSUS's choice. EXPO shall reasonably cooperate with CSUS in defending or resisting any Claim subject to indemnification hereunder. CSUS shall determine whether to settle, compromise, or appeal any judgment of any Claim subject to indemnification hereunder. CSUS's obligations under this Section 8 shall survive the termination of this Agreement with respect to any Claims subject to indemnification hereunder that first arose during the term of the Agreement, until the expiration of the applicable statute of limitations with respect to such Claim.

9. Disclosures. As an accommodation to CSUS, and to facilitate CSUS's investigations relating to the Premises, EXPO has delivered or shall deliver (within ten (10) business days of execution of this Agreement) to CSUS copies of or access to electronic databases containing all documents, studies, materials and information relating to the Premises in EXPO's access or control.

10. Successors and Assigns; Assignment and Delegation. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns; provided, however, that neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party, which consent may be given or withheld in such Party's sole and absolute discretion.

11. Entire Agreement. This Agreement represents the full, complete, and entire

agreement between the Parties with respect to the subject matter hereof. There are no other understandings, oral or written, related to the subject matter of this Agreement.

12. Amendments. This Agreement cannot be changed, modified, or amended, in whole or in part, except in writing signed by CSUS and EXPO.

13. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

14. Limitation on Damages. In no event shall either Party be liable to the other hereunder for consequential damages, lost profits, lost revenue, lost opportunity, lost income, lost financing, or punitive damages.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto. Delivery of a signed counterpart by fax or email shall constitute good and sufficient delivery.

16. Notices. Any notice, request, demand, instruction or other communication to be given by either party under this Agreement must be in writing and sent by registered or certified mail or nationally recognized overnight courier as follows:

CSUS:	The Board of Trustees of the California State University 401 Golden Shore, 4th Floor Long Beach, CA 90802-4210 Attn: Assistant Vice Chancellor, Capital Planning, Design & Construction
with copies to:	California State University, Sacramento 6000 J Street, MS 6022 Sacramento, California 92407 Attn: President Luke Wood The California State University Office of General Counsel 401 Golden Shore Long Beach, CA 90802-4210 Attn: University Counsel, California State University, Sacramento
EXPO:	Tom Martinez Chief Executive Officer CALIFORNIA EXPOSITION & STATE FAIR 1600 Exposition Blvd

Sacramento, CA 95815

Notice is deemed to be given upon receipt or refusal of delivery by the applicable addressee. The addresses and addressees for the purposes of this Section may be changed by giving written notice of such change in a manner provided herein for giving notice. However, until such written notice is actually received, the last address and addressee for such addressee continues in effect for all purposes hereunder.

17. Business Days. As used herein, a “business day” means any day on which the administrative offices of the California State University and California State University, Sacramento are operating and open for general business activities.

18. No Definitive Agreements. CSUS and EXPO are negotiating in good faith, however neither Party is bound to any Definitive Agreements unless and until the Definitive Agreements are fully executed and delivered by both Parties.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Execution Date.

<p>CSUS:</p>	<p>THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, the State of California acting in its higher education capacity, on behalf of California State University, Sacramento</p> <p>Approved By: _____ Date: _____</p> <p>Name: <u>Paul Gannoe</u></p> <p>Title: <u>Assistant Vice Chancellor, Capital Planning, Design & Construction</u></p>
	<p>Recommended By: _____ Date: _____</p> <p>Name: <u>Luke Wood</u></p> <p>Title: <u>President, California State University, Sacramento</u></p>
<p>EXPO:</p>	<p>_____</p> <p>By: _____ Date: _____</p> <p>Name: <u>Tom Martinez</u></p> <p>Title: <u>Chief Executive Officer CALIFORNIA EXPOSITION & STATE FAIR</u></p>

EXHIBIT A

Depiction of Premises



EXHIBIT B

Letter of Interest



California State University, Sacramento
Office of the President
6000 J Street • Sacramento Hall 206 • Sacramento, CA 95819-6022
T (916) 278-7737 • F (916) 278-6959 • www.csus.edu

July 11, 2025

Tom Martinez
Chief Executive Officer
California Exposition & State Fair

Re: California State University, Sacramento Future Rental of Cal Expo Grounds

This Letter of Interest (LOI) serves to express interest of California State University, Sacramento (Sacramento State) in continuing to collaborate with California Exposition & State Fair (Cal Expo) on the evaluation of a rental, ground lease and/or permit agreement to Sac State, on land held by Cal Expo, that would support the development of a "**Sacramento State Athletic Park,**" including a stadium serving, among other uses, Sacramento State athletics and student entertainment, and a potential longer-term vision for additional Sacramento State athletics facilities and complementary uses.

Our team is working diligently to curate a mutually beneficial agreement and will continue to share updates with you and your team on a regular basis in the coming weeks. We are working daily with executive leadership at the CSU Chancellor's Office, and with industry leaders to identify the best path forward to begin in the 2026 football season.

We appreciate your willingness to partner with us to improve upon the existing Grandstands at Cal Expo as a future home for Sacramento State football. Thank you for your patience as we devise a suitable multi-year plan that we hope you and the Cal Expo Board will be happy with.

We are excited about the opportunity to partner with another state agency as we can demonstrate to the public how two state agencies can partner during downward budget times to intensify their impact for the public good.

In partnership,

A handwritten signature in black ink, appearing to read "Luke Wood".

Luke Wood
President
California State University, Sacramento