

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF
SAN MATEO AND SAN MATEO COUNTY EXPOSITION AND FAIR ASSOCIATION RELATING TO
SPECIFIED EVENT CENTER IMPROVEMENT PROJECTS**

This First Amendment to the Memorandum of Understanding Relating to Specified Event Center Improvement projects ("First Amendment") is made and entered into as of the First Amendment Effective Date (defined herein) by and between the County of San Mateo, a political subdivision of the State of California (the "County"), and the San Mateo County Exposition and Fair Association, a nonprofit corporation ("the Association"). The County and the Association are together referred to herein as "Parties" and individually as "Party".

Recitals

WHEREAS, on June 10, 2025, pursuant to authorization by the County's Board of Supervisors, the Parties entered into that certain Memorandum of Understanding Relating to Specified Event Center Improvement Projects (the "MOU"), which provides the terms and conditions of the County's funding contributions toward various capital projects at the Event Center in the total amount of \$6,550,000; and

WHEREAS, the Parties desire to amend the MOU to increase the County's funding contribution to the San Mateo County Resiliency Center ("SMCRC") Project in particular, by \$750,000, from \$4,250,000 to \$5,000,000, due to increased costs, together with an increased contribution from the Association, and make other corresponding amendments, as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

AGREEMENT

1. Capitalized terms used but not defined herein shall have the meaning defined in the MOU.
2. The 7th and 8th recitals (on page 2) of the MOU are hereby amended and restated in their entirety as follows:

WHEREAS, pursuant to the CDFA Agreement, the County desires to provide matching funding an amount not to exceed \$5,000,000 to fund the SMCRC Project within the Scope of Work set forth in the CDFA Grant Agreement, to be provided to the Association (together with the \$7,250,000 provided under the CDFA Agreement) on a reimbursement basis for eligible costs incurred to carry out said Scope of Work, subject to the terms and conditions set forth herein; and

WHEREAS, in addition to the \$5,000,000 in County funding provided for the SMCRC Project, subject to the terms and conditions set forth herein, the County wishes to provide funds to the Association on a reimbursement basis for eligible costs incurred to carry out specified capital improvement projects at the Event Center in an

aggregate amount not to exceed \$2,300,000, which amount consists of \$1,000,000 toward the Cypress Restroom Project, \$1,000,000 toward the RV Park Project, and \$300,000 toward the Cal OES Generator Project funded in part by the State's Hazard Mitigation Grant Program ("HMGP Grant"), all as set forth in more detail in Exhibit B attached hereto and incorporated by this reference (collectively, with the SMCRC Project, the "Projects"), such that the total amount of County funding for the Projects under this MOU shall not exceed \$7,300,000; and

3. The first paragraph of Section 5 (County Financial Contributions to Specified Event Center Improvement Projects) of the MOU is hereby amended and restated in its entirety as follows:

The County's aggregate maximum financial contributions to the Projects under this MOU shall not exceed a total of Seven Million Three Hundred Thousand Dollars and Zero Cents (\$7,300,000.00), which amount shall be allocated to the respective Projects as set forth in this section. The County's financial contributions to the Projects are conditioned upon the Association's providing financial contributions from Association funds, as set forth herein.

4. Section 5(a) of the MOU is hereby amended and restated in its entirety as follows:

a. County Financial Contribution to SMCRC Project (\$5,000,000). The County agrees to provide funds to the Association in an amount not to exceed Five Million Dollars and Zero Cents (\$5,000,000.00) to fund the SMCRC Project within the Scope of Work set forth in the CDFA Agreement at Exhibit A and as summarized in Exhibit B, to be provided to the Association (together with the \$7,250,000 provided by CDFA under the CDFA Agreement) on a reimbursement basis for eligible costs incurred to carry out said Scope of Work, subject to the terms and conditions set forth herein.

The Association agrees to cooperate to provide all documentation as may be required by the CDFA and/or the County to substantiate costs and eligibility for reimbursement under the CDFA Agreement. The Association understands and agrees that it will contribute \$3,746,000 in Association funds toward eligible costs of the SMCRC Project.

5. The last sentence of Section A (SMCRC Project) of Exhibit B (Project Descriptions) of the MOU is amended and restated in its entirety to read as follows:

The contract to perform this Project shall not exceed \$15,996,007.

6. All other terms and conditions of the MOU shall remain in full force and effect.
7. This First Amendment shall be effective upon full execution of the Parties and the approval of the County's Board of Supervisors (the "First Amendment Effective Date").

IN WITNESS WHEREOF, the Parties hereto, by and through the signatures of their duly authorized representatives, have executed this First Amendment as of the dates indicated below.

COUNTY OF SAN MATEO

By: _____
Michael P. Callagy
County Executive

Dated: _____

SAN MATEO COUNTY
EXPOSITION & FAIR ASSOCIATION

DocuSigned by:
By: *Dana Stoehr* _____
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Dana Stoehr
Chief Executive Officer

Dated: 9/29/2025