

**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 Memorandum of Understanding Relating to Specified Event Center Improvement Projects (“MOU”) is made and entered into as of the 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 may be collectively referred to herein as “Parties” and individually as “Party”.

Recitals

WHEREAS, the County is the owner of certain property known and designated as the San Mateo County Event Center (“Event Center”), located in the City of San Mateo, County of San Mateo, State of California and has caused to be erected thereon buildings and structures to provide for conferences, conventions, and expositions, and for exhibiting and displaying agricultural, horticultural, viticultural, livestock, and other products; and

WHEREAS, pursuant to that certain “Agreement Providing for Management and Operation of the San Mateo County Fair and San Mateo County Event Center” by and between the County and the Association (the “Event Center Management Agreement”), dated October 23, 2018, as amended, the Association manages the Event Center and its satellite wagering facility in accordance with the terms and provisions of the Event Center Management Agreement; and

WHEREAS, the Event Center Management Agreement contains provisions governing the use, maintenance, and improvement of the Event Center, which provide, in pertinent part, that the County “has ownership and control of all the Event Center property” (§ 7(a)); “No major maintenance or capital improvements can be undertaken without the prior approval of the County” (§7(b)); “Emergency and or unanticipated major maintenance items will be handled on a case by case basis” (§7(c)); and the “Association will be responsible for the day-to-day administration and supervision of all major maintenance and capital improvements” (§7(d)); and

WHEREAS, the Event Center serves as a critical facility, and supports emergency services and disaster response in the County, and has been designated as a Community Resilience Center pursuant to Assembly Bill 211, which provides that Community Resilience Centers shall serve as community emergency response facilities and aid in building long-term resilience, preparedness, and recovery operations for local communities; and

WHEREAS, on January 10, 2024, the County and the California Department of Food and Agriculture (CDFA) entered into a Grant Agreement 23-0744-000-SG for a term of January 10, 2024 through March 31, 2026 (CDFA Agreement), by which CDFA awarded a grant to the County in the amount of \$7,250,000 under the Community Resilience Centers Program (CRCP) to fund

the San Mateo County Resiliency Center Project (SMCRC Project) at the Event Center as further described herein and in accordance with the Scope of Work set forth in the CDFA Agreement, which is attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein (“Scope of Work”); and

WHEREAS, the goals of the SMCRC Project include building local and regional resilience in San Mateo County by providing vital infrastructure upgrades and critical response and resiliency functions for the most vulnerable populations in the County, which work the Association has started to undertake; and

WHEREAS, pursuant to the CDFA Agreement, the County desires to provide matching funding an amount not to exceed \$4,250,000 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 \$4,250,000 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 \$6,550,000; and

WHEREAS, the Parties understand and agree that the Projects funded under this MOU are in furtherance of the County’s goals to maintain and improve the Event Center, are in the vital and best interests of the County of San Mateo and the welfare of its residents and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

NOW THEREFORE, the Parties wish to set forth the terms and understanding between them as follows herein.

Terms

1. **Purpose.** The purpose of this MOU is to memorialize the understanding between the County and the Association regarding the County’s financial contributions to the Projects, the disposition of funds for the Projects and as to the Association’s administration, supervision of and financial contributions to the Projects, as specified and subject to the terms and conditions stated herein.

2. **Term.** This term of this MOU shall be from January 10, 2024, and shall remain in effect through March 31, 2026, to align with the term of the CDFA Agreement. The term of the MOU may be extended by mutual written, signed agreement of the Parties.
3. **Termination.** This MOU may be terminated by either Party without a requirement of good cause upon ten (10) days written Notice to the other Party; provided, however, that the Association shall be entitled to reimbursement for any eligible costs incurred pending at the time written Notice of termination is given by either Party, subject to the terms and conditions set forth herein.
4. **Association's Project Administration and Supervision.** The Parties understand and agree that the Association shall be responsible for administration and supervision of the Projects, including the management of any agreements entered into by the Association with contractors for the Projects, in accordance with their terms and conditions to ensure the effective, efficient, and timely completion of the Projects. The Association further specifically agrees in connection with its administration and supervision of the Projects to:
 - a. Ensure the retention of qualified contractors to perform services in connection with the Projects using competitive procurement, as may be required by applicable law and/or terms of the CDFA Agreement or the HMGP Grant; and
 - b. Ensure the satisfactory completion of all project management, construction inspections, and tasks for the Projects, including as may be required under the CDFA Agreement; and
 - c. Ensure that services and work performed in connection with the Projects complies with all applicable laws, regulations, and ordinances, including, but not limited to, appropriate licensure, certification regulations, confidentiality of records, applicable quality assurance regulations, and Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware, and further ensure that contractors retained in connection with the Projects timely and accurately completes, signs, and submits any/all necessary documentation regarding such compliance; and
 - d. Regularly update the County as to status and progress of all stages of the Projects and respond to reasonable requests from the County regarding the Projects; and
 - e. Exercise oversight to ensure that costs and expenses for the Projects are reasonable and, with respect to the SMCRC Project, adhere to the limits outlined in the CDFA Agreement; and
 - f. Upon the County's request and also, without further request, within fifteen

(15) business days after either the completion of the Projects or termination of this MOU, provide the County with an accounting of any funds deposited by the County into the Association's Capital Improvement Fund ("CIF") as provided herein, inclusive of interest earned by those funds, and remit to the County the remaining balance of funds, if any, including any interest earned by those funds while maintained by the Association.

5. **County Financial Contributions to Specified Event Center Improvement Projects.** The County's aggregate maximum financial contributions to the Projects under this MOU shall not exceed a total of Six Million Five Hundred Fifty Thousand Dollars and Zero Cents (\$6,550,000.00), which amount shall be allocated to the respective Projects as set forth in this section. County's financial contributions to the Projects are conditioned upon the Association's providing financial contributions from Association funds, as set forth herein.

- a. **County Financial Contribution to SMCRC Project (\$4,250,000).** The County agrees to provide funds to the Association in an amount not to exceed Four Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$4,250,000.00) 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 \$2,540,000 in Association funds toward eligible costs of the SMCRC Project.

- b. **County Financial Contribution to Cypress Restroom Project (\$1,000,000).** The County agrees to provide funds to the Association in an amount not to exceed One Million Dollars and Zero Cents (\$1,000,000.00) to fund the Cypress Restroom Project (as further described at Exhibit B), to be provided to the Association on a reimbursement basis for reasonable costs incurred to carry out the Cypress Restroom Project, subject to the terms and conditions set forth herein.

The Association agrees to cooperate to provide all documentation as may be required by the County to substantiate costs and eligibility for reimbursement. The Association understands and agrees that it will contribute \$1,450,000 in Association funds toward eligible costs of the Cypress Restroom Project.

- c. **County Financial Contribution to RV Park Project (\$1,000,000).** The County agrees to provide funds to the Association in an amount not to exceed One Million Dollars and

Zero Cents (\$1,000,000.00) to fund the RV Park Project (as further described at Exhibit B), to be provided to the Association on a reimbursement basis for reasonable costs incurred to carry out the RV Park Project, subject to the terms and conditions set forth herein.

The Association agrees to cooperate to provide all documentation as may be required by the County to substantiate costs and eligibility for reimbursement. The Association understands and agrees that it will contribute \$4,000,000 in Association funds toward eligible costs of the RV Park Project.

- d. **County Financial Contribution to Cal OES Generator Project (\$300,000).** The County agrees to provide funds to the Association in an amount not to exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) to fund the Cal OES Generator Project (as further described in Exhibit B) within the scope and subject to the requirements of the HGMP Grant, to be provided to the Association (together with the \$750,000 provided by Cal OES under the HGMP Grant) 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 Cal OES, FEMA and/or the County to substantiate costs and eligibility for reimbursement under the HMGP grant.

Notwithstanding anything to the contrary in this MOU, the County shall not reimburse the Association for any costs for the Cal OES Generator Project that were previously reimbursed under that certain Memorandum of Understanding Relating to Hazard Mitigation Grant Reimbursement between the Parties, dated June 13, 2023, and/or by Cal OES or FEMA.

- 6. **Reimbursement/Invoices.** In addition to any specified requirements as may be required under the CDFA Agreement or the Cal OES grant, in order to receive reimbursement for costs incurred in connection with the Projects, the Association shall submit to the County a detailed invoice on a monthly basis, which shall include, at minimum: (a) a description of services provided and itemized costs incurred, and the Project to which the costs relate; (b) supporting documentation for all claimed costs, including but not limited to all relevant invoices and receipts. The Association must submit a separate invoice for each Project to the County for the requested payment amount. The Association shall certify that any costs for which reimbursement is sought were actually, reasonably and necessarily incurred and eligible for reimbursement under this MOU. The Association agrees to provide such additional information and documentation as the County may reasonably request related to the request for reimbursement. The County will remit payment within forty-five (45) days after approval of the request for payment by the County.

7. **Disposition of Reimbursement Received by County for Association's Project Costs.** The Parties agree that to the extent that the County receives reimbursement funds from CDFA, CalOES and/or FEMA or other granting authority for the Association's unreimbursed costs of the Project, the County shall remit such funds to the Association by depositing them into the Association's CIF, which is maintained in the County's treasury, within thirty (30) days after the County receives such reimbursement funds. Except as set forth above in Section 5 (County Financial Contributions to Specified Event Center Improvement Projects), the County does not agree to provide an independent financial contribution to the Projects in any amount or to provide reimbursement for the Association's costs of the Projects except to pass through such reimbursements from Cal OES or FEMA as set forth in this section.
8. **Fiscal Appropriations.** Notwithstanding anything to the contrary in this MOU, this MOU is subject to and contingent upon applicable budgetary appropriation by the County's Board of Supervisors for each fiscal year during the term of the MOU. If such appropriations are not approved, this MOU will be terminated without penalty to the County. The Association acknowledges that funding or portions of funding for this MOU may also be contingent upon the receipt of funds from, and/or appropriation of funds by the State of California and/or the federal government. If such funding and/or appropriations are not forthcoming, or are otherwise limited, the County may immediately terminate or modify this MOU without penalty. Such termination shall be effective by delivering to the Association a written notice of termination specifying the termination date.
9. **No Power To Contract In The Name Of The Other Party.** Neither Party, nor anyone acting on their behalf, shall have the right or authority to enter into any contract in the name of the other Party or to otherwise bind the other Party in any way without the express written consent of the Party.
10. **Indemnification.** The Association agrees that it shall defend, indemnify, and hold harmless the County, its officers, agents and/or employees from any and all claims for injuries to persons and/or damages of any kind that arise out of or relate to the Projects, this MOU, and any agreement between the Association and any contractor retained in connection with the Projects.
11. **Merger Clause.** This MOU, including any exhibits and/or documents incorporated by reference, constitutes the sole and complete MOU between the Parties pertaining to the subject matter contained herein and correctly states the rights, duties, and obligations of each Party. Any prior agreement, promises, negotiations, or representations between the Parties related to the subject matter contained herein not expressly stated in this document are not binding. All subsequent modifications to this MOU shall be in writing and signed by the Parties.

- 12. No Third-Party Beneficiaries.** This MOU is entered into for the sole benefit of the Parties and is not for the benefit of, nor may any provision hereof, be enforced by any other person or entity. Nothing contained herein or in the Parties' course of dealings shall be construed as conferring any third-party beneficiary status on any person or entity not a party to this MOU.
- 13. Controlling Law.** The validity of this MOU and of its terms, the rights and duties of the Parties under this MOU, the interpretation of this MOU, the performance of this MOU, and any other dispute of any nature arising out of this MOU shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this MOU shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.
- 14. Severability.** If any provision of this MOU shall be held to be invalid, void, or unenforceable, the validity, legality, or enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.
- 15. Conflict of Interest.** Each of the Parties shall avoid all conflicts of interest in the performance of this MOU and shall immediately notify the other Parties should a conflict of interest arise that would prohibit or impair any ability to perform under this MOU.
- 16. Disputes.** The Parties agree that, with regard to all disputes or disagreements arising under this MOU that are not resolved informally at the staff level after a good faith attempt, the Parties may, at their sole and mutual discretion, agree to engage in mediation, and the costs of any such mediation shall be divided equally between the Parties.
- 17. Amendments.** Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.
- 18. Notice.** Any notice, demand or request required or permitted to be given or made under this MOU ("**Notice**") shall be in writing and will be deemed given or made when delivered in person, or when sent by UPS, FedEx, United States mail, or postage prepaid, to a Party at its address specified below, with email copy as follows:

If to the County:

Michael P. Callagy, County Executive
County of San Mateo
500 County Center, 5th Floor
Redwood City, CA 94063

mcallagy@smcgov.org

If to San Mateo County Event Center:

Dana Stoehr, Chief Executive Officer
San Mateo County Event Center
2495 South Delaware Street
San Mateo, CA 94403
dstoehr@smcec.co

The Parties may change their addresses for notice by notifying the other Party in the manner provided in this section.

19. Retention Of Records, Right To Monitor And Audit.

- a. The County shall have the right to access, review, audit and examine the Association's records and documents to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this MOU, and to evaluate the quality, appropriateness, and timeliness of services performed by any contractor retained to perform services in connection with the Projects. The County shall have the authority to direct the Association to exercise its rights under any agreement between the Association and any contractor retained in connection with the Projects to access and examine that contractor's records and documents as necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations.
- b. The Association agrees to maintain records and financial documents for five years after termination of the MOU and agrees to cooperate with the County to provide or make available such records to any authorized oversight or regulatory body upon request.
- c. The Association shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

20. Signatures. In witness whereof, the Parties through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU. This MOU may be executed by a Party's signature transmitted by facsimile or electronically, and copies of this MOU executed and delivered by such means shall have the same force and effect as copies hereof executed and delivered with original signatures. This MOU may be executed in counterparts, all of which will constitute one MOU. A copy or original of this document with all signature pages appended together will be deemed a fully executed, original MOU.

21. Effective Date. This MOU shall be effective upon full execution of the Parties and the approval

of the County’s Board of Supervisors (the “Effective Date”).

COUNTY OF SAN MATEO

By: _____
Michael P. Callagy
County Executive

Dated: _____

SAN MATEO COUNTY EXPOSITION & FAIR
ASSOCIATION

DocuSigned by:
Dana Stoehr
By: _____
2670494F2175410...
Dana Stoehr
Chief Executive Officer
5/15/2025
Dated: _____

EXHIBIT A

CDFA Agreement

[INSERT/ATTACH CDFA Agreement]

EXHIBIT B**PROJECT DESCRIPTIONS**

- A. **SMCRC Project.** As further described in the Scope of Work to the CDFA Agreement, the SMCRC Project entails improvements and expansion of the facility to accommodate a 6,700 sf Community Kitchen, and daily food service, as well as shelter for 600 community residents and 2,000 additional meals during emergencies. Specifically, an existing 14,000 sf building on the site (Redwood Hall, will be expanded to the West by 6,700 sf to accommodate a community (commercial) kitchen (appliances will be included in the Project) and pantry space. Additionally, Redwood Hall will undergo a full replacement of the slab on grade foundation within the existing footprint, and a retro fit and upgrade of the structure to current earthquake standards and Class 4 structural metric will occur. There will also be the addition of an office space and two gender neutral restrooms. The existing underground stormwater system will be redesigned and realigned to accommodate flows, and ground mounted HVAC systems will be installed. Furthermore, the existing concrete and entry doors at Redwood Hall will be removed and replaced with new openings in the concrete tilt-up panels, as well as with the addition of a new canopy structure. Additionally, automatic doors for access and egress of the Hall, community kitchen, and exit doors will be constructed. Finally, a fire sprinkler system and fire alarm system will be designed and installed in the new and upgraded areas, along with electrical upgrades and an LED lighting system. The contract to perform this Project shall not exceed \$14,040,000.
- B. **Cypress Restroom Project.** The Cypress Restroom Project entails adding a separate standing Restroom building at the Event Center to the South End of Cypress Hall with public access from the South Side of Cypress Hall and from outside areas, which shall include no less than 20 gender neutral individual private (single user) gender neutral stalls, five (5) shower units with two shower stall units meeting ADA accessible requirements. Finishes shall include high public use and be aesthetically pleasing for event use to include corporate meetings, social events, and appropriate for use as Inclement weather sheltering. The contract to perform this Project shall not exceed \$2,450,000.00; the Parties understand and agree that the Association intends to utilize Enso Designs as the architect and South Bay Water Filters as the general contractor. Construction Completion anticipated: March 31, 2025.
- C. **RV Park Project.** The RV Park Project entails the relocation of existing RV Hookup to the UFES site location at 1346 Saratoga Drive Entrance at the Event Center. The RV Park Project shall include not less than 55 RV hookup locations shall include a minimum of 80 -100 amps per site, water and sewer hookup per site, and network cabling per site. Additional facilities shall include Solar Covered Parking canopies for RV's up to

\$1,000,000.00 to include design and installation of units. The RV Park Project will also include a 20x20 building that will include two single use gender neutral restrooms, a small laundry room to accommodate a commercial coin operated washer and dryer, and a 10x10 Manager office for reservation processing. The contract to perform this Project shall not exceed \$5,000,000.00; the Parties understand and agree that the Association intends to utilize Enso Designs as the architect and South Bay Water Filters as the general contractor. Construction Completion anticipated: March 31, 2026.

- D. **Cal OES Generator Project.** On September 9, 2022, the Federal Emergency Management Agency ("FEMA") approved \$900,000 in funds under the Hazard Mitigation Grant Program ("HMGP") DR 4558-139-0521 to upgrade the Event Center's electrical facilities and install three new generators and automatic transfer switches at its Expo Hall and Central Mall Substation (the "Cal OES Generator Project"). The Cal OES Generator Project includes providing backup generators: (1) additional 300 KW generator for Expo Hall to cover HVAC, (1) 50kw generator to cover HVAC for Cypress Hall, (1) 500 kw generator to provide generator back up for Sequoia Hall, Event Pavilion, Redwood Hall, and new Resiliency Kitchen. The contract to perform this Project shall not exceed \$1,050,000.