

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN MATEO
AND SAN MATEO COUNTY EXPOSITION AND FAIR ASSOCIATION RELATING TO FUNDING
FEASIBILITY STUDY FOR THE EXPANSION AND IMPROVEMENT OF THE EVENT CENTER**

This Memorandum of Understanding Relating to Funding Feasibility Study For The Expansion And Improvement Of The Event Center ("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, the Association has conducted a competitive procurement process to identify and select a vendor to conduct a feasibility study for the expansion and improvement of the Event Center, which study will evaluate options for modernization and expansion that will enhance the Event Center's ability to attract regional, national, and international events, including conferences and conventions, and a large-scale entertainment venue or performing arts center; and

WHEREAS, pursuant to said competitive procurement process, the Association has selected Johnson Consulting to conduct the feasibility study, in accordance with the scope of work and fee proposal attached hereto as Exhibit A and incorporated by reference as if fully set forth herein ("Feasibility Study"); and

WHEREAS, the County desires to share with the Association the costs of the Feasibility Study by providing funding an amount not to exceed \$250,000 on a reimbursement basis for eligible costs incurred to carry out said Feasibility Study, subject to the terms and conditions set forth herein, including the Association's contribution of \$250,000 toward such costs; and

WHEREAS, the Parties understand and agree that the Feasibility Study funded under this MOU is 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. ~~THIS MOU is to memorialize the understanding between the County and the Association regarding the County and the Association's financial contributions to the Feasibility Study, and as to the Association's administration, supervision of and financial contributions to the Feasibility Study, as specified and subject to the terms and conditions stated herein.~~
2. **Term.** This term of this MOU shall be from the Effective Date ~~and shall remain in effect~~ through June 30, 2026. 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 Administration and Supervision of Feasibility Study.** The Parties understand and agree that the Association shall be responsible for administration and supervision of the Feasibility Study, including the management of any agreements entered into by the Association with Johnson Consulting and/or other subcontractors for the Feasibility Study, in accordance with their terms and conditions to ensure the effective, efficient, and timely completion of the Feasibility Study. The Association further specifically agrees in connection with its administration and supervision of the Feasibility Study to:

- a. Ensure the retention of qualified contractors to perform services in connection with the Feasibility Study using competitive procurement, as may be required by applicable law; and
- b. Ensure that services and work performed in connection with the Feasibility Study 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 further ensure that contractors retained in connection with the Feasibility Study timely and accurately complete, sign, and submit any/all necessary documentation regarding such compliance; and
- c. Regularly update the County as to status and progress of all stages of the Feasibility Study and respond to reasonable requests from the County regarding the Feasibility Study; and
- d. Exercise oversight to ensure that costs and expenses for the Feasibility Study are reasonable and adhere to the limits outlined in Exhibit A; and
- e. Upon the County's request and also, without further request, within fifteen (15) business days after either the completion of the Feasibility Study 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 & Association Financial Contributions to Feasibility Study.

- a. The County agrees to provide funds to the Association in an amount not to exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) to fund the Feasibility Study within the scope of work set forth at Exhibit A, to be provided to the Association on a reimbursement basis for eligible costs incurred to carry out said Feasibility Study, 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.
- b. The Association agrees to contribute Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) in Association funds toward eligible costs of the Feasibility Study.

6. Reimbursement/Invoices. In order to receive reimbursement for costs incurred in connection with the Feasibility Study, the Association shall submit to the County a detailed invoice on a

monthly basis, which invoice shall include, at minimum: (a) a description of services provided and itemized costs incurred; and (b) supporting documentation for all claimed costs, including but not limited to, all relevant invoices and receipts. The Association shall certify that any costs for which reimbursement is sought were actually, reasonably, and necessarily incurred, and are eligible for reimbursement under this MOU. The Association agrees to provide such additional information and documentation as the County may reasonably request related to any request for reimbursement. The County will remit payment within forty-five (45) days after approval of the request for payment by the County.

7. **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.
8. **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.
9. **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 Feasibility Study, this MOU, and any agreement between the Association and any contractor retained in connection with the Feasibility Study.
10. **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 hereof 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 hereof are not binding. All subsequent modifications to this MOU shall be in writing and signed by the Parties.
11. **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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.

18. 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 Feasibility Study. 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 Feasibility Study 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.

19. 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.

20. 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").

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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

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WHEREAS, the Association has conducted a competitive procurement process to identify and select a vendor to conduct a feasibility study for the expansion and improvement of the Event Center, which study will evaluate options for modernization and expansion that will enhance the Event Center’s ability to attract regional, national, and international events, including conferences and conventions, and a large-scale entertainment venue or performing arts center; and

WHEREAS, pursuant to said competitive procurement process, the Association has selected Johnson Consulting to conduct the feasibility study, in accordance with the scope of work and fee proposal attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein (“Feasibility Study”); and

WHEREAS, the County desires to share with the Association the costs of the Feasibility Study by providing funding an amount not to exceed \$250,000 on a reimbursement basis for eligible costs incurred to carry out said Feasibility Study, subject to the terms and conditions set forth herein, including the Association’s contribution of \$250,000 toward such costs; and

WHEREAS, the Parties understand and agree that the Feasibility Study funded under this MOU is 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 and the Association’s financial contributions to the Feasibility Study, and as to the Association’s administration, supervision of and financial contributions to the Feasibility Study, as specified and subject to the terms and conditions stated herein.
2. **Term.** This term of this MOU shall be from the Effective Date and shall remain in effect through June 30, 2026. The term of the MOU may be extended by mutual written, signed agreement of the Parties.
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- e. Upon the County's request and also, without further request, within fifteen (15) business days after either the completion of the Feasibility Study 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.

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- a. The County agrees to provide funds to the Association in an amount not to exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) to fund the Feasibility Study within the scope of work set forth at Exhibit A, to be provided to the Association on a reimbursement basis for eligible costs incurred to carry out said Feasibility Study, 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.
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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.

18. 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 Feasibility Study. 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 Feasibility Study 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.

19. 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.

20. 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

SAN MATEO COUNTY EXPOSITION & FAIR ASSOCIATION

By: _____
Michael P. Callagy
County Executive

By: Dana Stoehr
Dana Stoehr
Chief Executive Officer

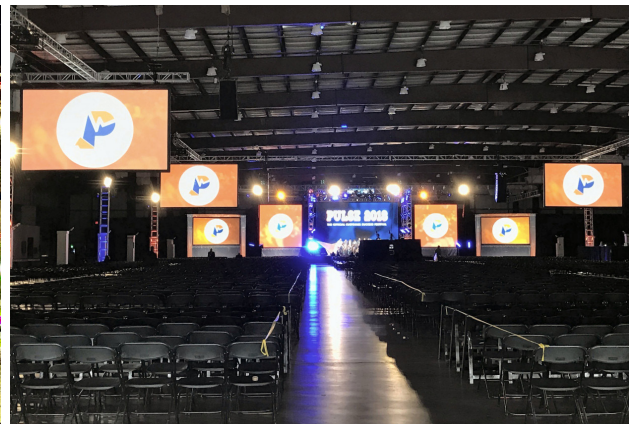
Dated: _____

Dated: 4/16/26

EXHIBIT A

JOHNSON CONSULTING FEE PROPOSAL

[INSERT/ATTACH]



FEE PROPOSAL EXPANSION AND IMPROVEMENT PROJECT FEASIBILITY STUDY

SUBMITTED TO
San Mateo County, CA

SUBMITTED BY
Johnson Consulting
in association with Fentress Studios &
Concord Group

SUBMITTED DATE
August 20, 2025





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1. Cover Letter

August 20, 2025

Ms. Dana Stoehr
CEO
San Mateo County Event Center
2495 S. Delaware
San Mateo, CA 94403

Re: RFQ for Expansion and Improvement Feasibility Study – Fee Proposal

Dear Ms. Stoehr and Members of the Selection Committee:

Johnson Consulting in association with **Fentress Studios** and **Concord Group** (“Consulting Team”) is pleased to submit this fee proposal to conduct a feasibility study for the expansion and improvement of the San Mateo County Event Center (“SMCEC”). We are extremely excited to work with you to bring forward a successful implementation plan to the SMCEC.

Drawing on our extensive experience in analyzing and strategizing for similar venues, we will deliver a comprehensive action plan that explores development paths and provides short- and long-term strategies for diversification of activities and land uses. Our goal is to position the SMCEC as a unique, year-round destination.

We are prepared to commence work immediately and are committed to delivering a high-quality product within a timeframe that meets your needs. Our study will provide a clear and detailed plan to ensure the SMCEC’s success.

If you have any questions about our proposal, please do not hesitate to contact me at (312) 447-2008 or bdowling@chjc.com. We look forward to the opportunity to serve you and contribute to the success of the SMCEC.

Sincerely,
C.H. JOHNSON CONSULTING, INC.



Brandon Dowling, Principal
cc: cjohanson@chjc.com (Charles Johnson, President)



2. Proposed Scope of Work

PROJECT UNDERSTANDING

The San Mateo County Event Center (“SMCEC” or “Client”) is seeking a feasibility study for the expansion and improvement of the SMCEC. The study will evaluate options for modernization and expansion that will enhance the SMCEC’s ability to attract regional, national, and international events, including conferences and conventions, and a large-scale entertainment venue or performing arts center. Johnson Consulting is unique in that we have developed strong practice areas focusing on fairgrounds, convention centers, performing arts centers, and mixed-use entertainment venues providing unparalleled expertise in each of the land uses that are being contemplated for the SMCEC.

Fairgrounds are cherished assets in communities. Any modifications must retain and enhance the Fair experience and the ability to retain and grow equine, agricultural and animal events, while ensuring year-round utilization contributes to fiscal sustainability, maximizes economic impact and drives economic development and tourism. The study will include a market analysis and financial feasibility study, facility condition assessments, stakeholder engagement, economic and fiscal impact analysis, expansion and modernization options with detail cost estimates, visuals, and a successful implementation plan. The two requested development paths to investigate are as follows:

- **Development Path 1:** Providing new and renovated Convention and Conference space that includes an entertainment venue component using the existing facility site.
- **Development Path 2:** Expansion and Retrofit - Expo Hall (105,000 sq. ft.), Expansion and Retrofit of Fiesta Hall (55,000 sq. ft.), and a Comprehensive Facility-Wide Remodeling Evaluation addressing the 5 additional structures on the campus.

The Consulting Team envisions an iterative process of facility and site design and feasibility analysis that will ensure an economic/financial basis for future planning, with full consideration of opportunities for stakeholder participation and an emphasis on facility and site improvements that support the annual Fair and year-round activities into the future.

SCOPE OF WORK

TASK 1 – PROJECT KICKOFF, ORIENTATION AND INFORMATION GATHERING

To initiate the process, the Consulting Team will hold a workshop with Client representatives to confirm objectives for the study, develop clear lines of communication, review project methodology, and conduct initial field work. Among the tasks to be performed during this step are:

- Meet with SMCEC representatives to discuss the proposed study from both a needs and conceptual planning perspective.

- Gather, review, evaluate, and organize all prior studies, related documents, and available information to understand current conditions of the site and the history of planning initiatives for the SMCEC and broader campus.
- Tour the SMCEC campus, including all existing facilities, with a particular focus on the Expo Hall and Fiesta Hall, as well as the surrounding local area, including key business, commercial and activity corridors.
- Meet with key stakeholders to discuss the vision for the project and obtain information related to current and historic operations, achievements, issues, and goals. Stakeholders may include the San Mateo County Board of Commissioners, San Mateo Exposition and Fair Association, and SMCEC management and staff, among others identified in conjunction with Client representatives.
- Identify competitive and comparable markets for use in developing case studies regarding innovative strategies and development approaches.
- Review San Mateo County's near- and long-term economic development and tourism objectives, including the County's goals for the SMCEC.
- Establish deadlines for deliverables, presentations and regular updates on the progress of various research, analysis and planning efforts.
- Identify appropriate contacts and resources necessary to ensure complete review and assessment of issues and specific data, including governmental agencies.

DELIVERABLES: Task 1 will result in an agreed upon list of deadlines for deliverables, presentations and regular updates on the progress of various research, analysis and planning efforts.

TASK 2 – EXISTING CONDITIONS REVIEW

The Consulting Team will evaluate the state of the SMCEC today, operationally, physically, and functionally. The Team will conduct a field visit to review the functionality and condition of existing facilities, including a site walk-through with SMCEC staff as well as more in-depth field time for the Consulting Team. This task will identify unmet needs and potential opportunities for an improved SMCEC, as well as facilities that have become non-competitive, and, ultimately, the opportunities that may exist for new or upgraded facility offerings across the campus. Among the factors to be considered:

- Current operations including organizational structure, stewardship, current/ target sales priorities, and marketing efforts.
- Current conditions and functionality of existing facilities, including indoor and outdoor spaces, based upon a visual inspection and review of information provided by the Client. Our assessment will consider all facilities on the campus, with a particular focus on the Expo Hall, Fiesta Hall and main meeting facilities as a means of establishing a baseline for assessing Development Path #2. This assessment will include mechanical, electrical, life safety and communication infrastructure. An overview of accessible paths and ADA compliance will be evaluated.

- Review site orientation, size and configuration, physical conditions, accessibility and visibility, current and future surrounding land uses, and natural site amenities and view corridors, based upon site tour observations and information provided by Client representatives, where available. Identification of off-site factors, including traffic, access, circulation, approach, and parking capacity, among others will be considered.
- Historic overall utilization, including the number and type of events, attendance, seasonality, tenancies/ contracts, and lost business, as well as other information obtained from Management of the SMCEC.
- Rental rates and finances by facility, profit and loss statements, required funding subsidies, and sources of revenues that have been used to pay for operations and capital costs.
- Economic benefits of current operations of the SMCEC. This will serve as a baseline for the projected economic impacts, reflecting various strategic recommendations for the campus, as described in Task 11 (below).

Our assessment will consider the existing facilities individually and the SMCEC grounds as a whole and will identify opportunities and challenges that will form the basis of recommendations regarding the future of the campus, including an assessment of the overall suitability of the site for improved and/ or expanded SMCEC facilities that will be tested from a highest and best use market perspective . This will assist in prioritizing the immediate and long-term needs of the SMCEC to maintain and enhance its competitive positioning.

DELIVERABLES: Functionality assessment including opportunities and constraints; Operational review (organization structure, marketing efforts/ priorities, demand/ attendance, finances); Summary of observations relating to current and historic performance of the SMCEC.

TASK 3 – MARKET ANALYSIS

The Consulting Team will evaluate the economic and demographic characteristics of the market area. This data is very important because in many markets, the local and surrounding market and its economic clusters provide for much demand. Our analysis will provide a realistic assessment of the market’s strengths, weaknesses, opportunities, and threats (SWOT), based upon San Mateo County’s existing position in the State and Bay Area, regional and national meeting and convention markets and the ability to expand the SMCEC facilities, as well as event and tourism markets. Among the data to be gathered and analyzed will be:

- Population and demographic trends.
- Income and employment trends, including any major employers expected to enter or leave the market.
- Portfolio of competitive and complementary venues in the immediate and broader region.
- Colleges, schools and youth organizations, including 4H/ FFA and others, in the area that utilize or could utilize facilities at the SMCEC.
- Transportation and access.

- Hotel supply and growth patterns.
- Surrounding land uses and relative connectivity with support infrastructure and amenities.
- Evaluation of current tourism and conference center market conditions.
- Notable convention/conference, fairgrounds, events, and tourism marketing resources and strategies.

DELIVERABLES: Key demographic and socio-economic characteristics within the County and defined primary, secondary and tertiary catchment areas for the SMCEC; SWOT analysis of local and regional markets.

TASK 4 – INDUSTRY TRENDS

Johnson Consulting will review and analyze recent statistics related to the convention, entertainment, events, fair and sports industries highlighting key performance metrics such as growth, meeting planner and event promoter trends, venue selection criteria, and trends for technology, hospitality, tourism, as well as overall industry health, among others. This analysis will be based upon primary and secondary sources of information, such as Convention and Visitors Bureau research files, Destination International (DI) data, Meeting and Convention Magazine, Association of Meeting Professionals (AMPS), and the International Association of Venue Managers (IAVM), Center for Exhibition Industry Research (CEIR), Professional Convention Management Association (PCMA) International Congress and Convention Associations (ICCA), as well as other publications and resources, and Placer AI data to understand macro level visitation trends for similar developments. We also will analyze consumer shows, cultural and social event trends, esports and other demand category trends.

Members of our Consulting Team regularly conduct focused meeting planner interviews on industry trends and venue requirements. The findings of this primary research, supplemented by our Team's extensive experience in regional and similar markets, provide us with a solid understanding of important trends influencing facilities in small, mid- and large-size destination markets. We will take into account lingering impacts of COVID-19 on the meetings industry to provide a clear picture of the recovery and future of the industry. This will provide a sound basis for understanding where the San Mateo County market ranks nationally, and in developing overall feasibility recommendations and a long-term vision for the project.

DELIVERABLES: Summary of the trends to be compiled for inclusion in the final report.

TASK 5 – STAKEHOLDER AND COMMUNITY ENGAGEMENT

Building upon the stakeholder engagement conducted in Task 1, the Consulting Team will conduct interviews and/ or focus groups with key stakeholders, as well as select users of the SMCEC, as appropriate. We have budgeted up to three stakeholder/community engagements one in the beginning, middle and end of the study process. We will work with the County to identify stakeholders and groups, including but not limited to event organizers promoters, and show

organizers, San Mateo County & Silicon Valley CVB, San Mateo Area Chamber of Commerce, San Mateo County 4H/ UC Agriculture and Natural Resources, Fair vendors and other partners identified by the County and SMCEC Management.

We will also conduct a web-based community survey that will gather information from a mix of event attendees, event promoters, organizers, volunteers, participants and general community members who may or may not attend the Fair or other activities at the SMCEC. The intent is, to identify and understand growth potential in attendance, the possibility of additional activities and events, high-level facility needs and concerns, and other pertinent information.

Our team is prepared to be flexible and nimble in order to offer the right options for the right stakeholders at the right times throughout the study process.

DELIVERABLES: Individual stakeholder meetings/ focus groups; Online community questionnaire; Summary of key findings.

TASK 6 – REGIONAL AND COMPARABLE EVENT CENTER ANALYSIS/ BENCHMARKING

We will prepare an inventory of existing and planned event venues and other comparable and competitive facilities in the San Mateo County area, Bay Area, and the broader region. We will compile statistical data on the size, quality and performance of these facilities, and prepare a benchmarking analysis to indicate how the SMCEC performs relative to its peers. We will clearly identify those regional facilities that most directly compete with the SMCEC, currently and with a potentially improved and/ or expanded SMCEC.

We will prepare detailed case study profiles of 4-5 competitive and/or comparable event centers and/ or Expo Centers, focused on California and the West, and including national examples, if warranted. We will select facilities in conjunction with Client representatives and other stakeholders that may offer innovative ideas with respect to multi-use, performing arts and meeting facility development, redevelopment, enhancement or performance, operations and funding, economic impact, or general community development. Our detailed case study profiles will include statistical data on the size, quality, and performance of these facilities/markets, as well as operational model, demand and financial performance, funding strategies, economic impact, and supporting information, and a summary of insights learned through interviews with facility management.

The Consulting Team has developed a substantial database of financial and operating data for fairgrounds and event facilities throughout the U.S. Case study information on the comparable and competitive facilities will be summarized and analyzed in our report documentation. Our analysis will provide real world operating data and promoter interview results that will be one of the primary inputs into our demand and financial analysis.

DELIVERABLES: Benchmarking analysis of the SMCEC relative to other event venues in the region; Detailed case study profiles.

TASK 7 – STRATEGIC RECOMMENDATIONS

The preceding analysis and input from stakeholders will culminate in strategic recommendations and a detailed program of spaces for the SMCEC. Reflecting an assessment of the highest and best use of the site, our recommendations will consider Development Path #1, which includes a new Convention and Conference space and entertainment venue, vis-à-vis or in conjunction with Development Path #2, which focuses on expansion and retrofitting of the Expo Hall and Fiesta Hall, and strategic recommendations for improvements to the additional 5 facilities on the campus. By contemplating both improvements to, or replacement of, existing facilities, alongside the addition of new facilities, as well as broader improvements to the overall campus, our approach will ensure that all facilities on the SMCEC grounds work in harmony to function as a cohesive campus. Specifically, we will:

- Interpret local market demand to formulate strategic opportunities and ideas, alternative approaches to existing and/or proposed uses, relationship of uses, and phasing and integration of existing activities to attract new users and increase year-round use, while maintaining the core function of the SMCEC.
- Define the characteristics the SMCEC that are necessary to successfully meet the needs of current and potential users, such as overall facility size, building configurations, staging area, seating capacities, parking, flat floor space, arena size, concession areas, banquet facilities, RV hookups, lodging, support facilities (barns, stalls, office space, et cetera), location, land requirements, and other facility needs. We will test the market-driven demand for the programmatic elements identified in Development Paths #1 and #2, and identify any supplemental uses that may be appropriate for the campus.
- Assess the potential for the SMCEC's operations to be able to sell improved, expanded and/or new facilities, grow year-round utilization, attendance and revenue, cover its own costs, and meet the needs of various stakeholders over the long term.
- Identify strategies, activities, and operational changes that can result in either cost savings or revenue enhancement in the short run, such as staffing levels, machinery options, rental and pricing, and ways to increase utilization by capturing local and regional events, independent of decisions regarding a long-term master plan and in alignment with San Mateo County's goals for the SMCEC.
- Identify synergistic uses including traditional and non-traditional uses (such as entertainment, sports, commercial, retail/ restaurant, hotel, etc.) that may be appropriate for development on the broader site.

Strategic recommendations for the SMCEC will be presented as a series of options for Client review, with specific focus on the identified elements of Development Paths #1 and #2. The options will outline the pros and cons of each alternative in terms of qualitative and quantitative costs and benefits, including the potential impact of an improved and/ or expanded SMCEC on nearby facilities. Initial input from Client representatives will inform how the financial feasibility of the

SMCEC facilities and various other program elements is ultimately tested. This can be done on a project-by-project basis, based on phased development, which is recommended for the Expo Hall and Fiesta Hall, as well as a Convention and Conference Center and entertainment venue, and/or reflecting all recommended improvements over a long-term horizon.

DELIVERABLES: Clearly defined list of recommendations for review by Client representatives.

TASK 8 – SITE CONCEPT OPTIONS

We will develop up to three (3) alternative concept plans for the for facility improvements, including the opportunity to create new meeting and event spaces, an entertainment venue component, technology upgrades, and mechanisms to meet state-of-the-art environmental sustainability initiatives, along with other physical and functional improvements to the campus. To the extent that there is identified market-driven support for elements of Development Path #1 or #2, these will be incorporated into the concept options.

The concept planning process will incorporate an evaluation of local market demand to formulate alternative approaches to uses, relationship of uses, phasing, and integration of existing activities. Specifically, the concepts will help to determine if the identified, market driven programs can be supported on-site, determine to what extent the program complies or derives from current zoning and land use requirements, and delineate how the project might be phased to mitigate cost of development and maximize return.

The concept diagrams will delineate the following:

- Definition of overall land uses.
- General location, density, character and extent of each potential land use.
- Reuse or removal of existing facilities, expansion or improvement opportunities, specifically the Expo Hall and Fiesta Hall, and any proposed new facilities.
- Vehicular circulation systems, major access points, and parking areas.
- Recreation, open space and natural resource relationships.
- Major community facilities, including recreation and open space.
- Major planting areas and plant massing.
- Relationships to adjacent uses.
- Initial evaluation of environmental impacts, based on information derived from existing environmental review documents and studies, as appropriate.
- Generalized statistical data on acreage, densities, yield, phasing.

The concepts will highlight any primary physical or regulatory constraints that may exist as it relates to delivering the market defined highest-and-best-use development program over a 10-year period, reflecting detailed phasing recommendations. The conceptual site programming and diagrams will support development of a plan that will incorporate sustainable, low impact development techniques that will allow a more intensified program of uses to “sit lightly” on the land.

The Consulting Team will also prepare conceptual programs and floor plans for a new Convention and Conference Center (pursuant to Development Path #1) and an expansion and retrofit of the Expo Hall and Fiesta Hall (pursuant to Development Path #2).

DELIVERABLES: Up to three (3) alternative concept options; Diagrammatic floor plans; Final site concept plan.

TASK 9 – PROBABLE COST ESTIMATES

The Consulting Team will define cost estimates for each concept. This will include projections of annual ongoing revenue sources and one-time revenue sources that may be available to fund the initial capital cost of improvements to the Expo Center, Fiesta Hall and the 5 other structures on the campus, along with any other recommended improvements; a sources and uses statement that outlines the revenue and expenditure projections in detail; and a preliminary estimate of capital construction, property acquisition, and land preparation costs based on the project scope from the market analysis.

We will provide a guide that is focused on achieving the County's goals and the SMCEC's objectives, and critical success factors, the strategies and actions for objectives, and a prioritized implementation timeline for both short-term and long-term growth and improvement opportunities that reflects probably costs and recommended phasing of program elements.

DELIVERABLES: Detailed cost estimates for up to three (3) concepts.

TASK 10 – DEMAND AND OPERATING PROJECTIONS

The Consulting Team will develop attendance figures for different types of events that would be expected to be held at the SMCEC over a 10-year projection period, reflecting Development Paths #1 and #2 and the agreed upon concept options. Our long-range demand projections will address the number of events, number of event days, number of attendees, and the spaces utilized for the various event types, and testing of those projections based upon current utilization. To the extent that broader improvements are recommended to the SMCEC campus, our projections will address event demand and attendance resulting from these enhancements over the same projection period.

The demand projections will flow into a 10-year operating pro forma for the SMCEC and campus. The model will list all revenues and fixed and variable expenses, including operational and maintenance costs, in line-item detail throughout the period of the projection and include data for each individual type of event. Reflecting the ultimate approach to master planning for the campus, the financial projections will include a separate module for the Expo Hall, Fiesta Hall and additional 5 facilities on the campus.

The analysis will document our recommended approach to delivery of services, such as staffing, food and beverage, and other major line items affecting the operation, thus providing the reader

with a clear understanding of how the SMCEC and grounds will continue to earn and spend money, fit into the broader operations of San Mateo County and the State, and what the expected financial picture will be at the end of each year. To the extent that public dollars will continue to be used to support operations, capital improvements, or other items, these sources will also be considered and integrated into the financial analysis. Specific consideration will also be given to facility and infrastructure enhancements that have the potential to be funded through PPP.

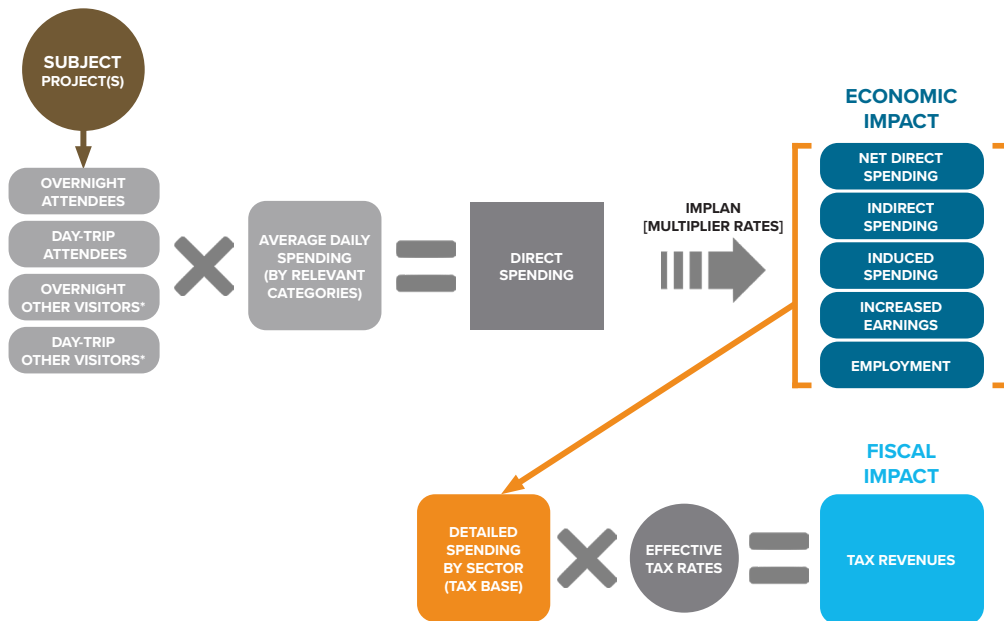
DELIVERABLES: Fully documented projections outlining all assumptions.

TASK 11 – ECONOMIC AND FISCAL IMPACT ANALYSIS

Part of the return is measured in economic benefits of the SMCEC and various improvements to the grounds. For this project, it may be important to determine where impacts would occur, as this data can be used to advance the project(s) through the public review and approvals process. It may also be helpful in obtaining final funding grants and ongoing operating support by communicating how the project can help drive demand to the area, how much employment will occur and how much tax revenue will be generated. Building upon the baseline economic impact analysis conducted in Task 2, we will:

- Identify and refine from where attendance currently originates (based upon existing data sources provided by Client representatives, supplemented by our stakeholder engagement and third party data sources, including Placer.ai, which is a location analytics platform that provides aggregated location data based upon visit trends, trade areas, and demographics) and will likely originate in the future.
- Indicate the volume of hotel room nights generated by the SMCEC.
- Identify where spending will most likely be captured.
- Use IMPLAN or the U.S. Bureau of Economic (BEA) model (both input-output models of the local economy) to estimate indirect and induced spending and employment impacts of both the projected events and attendees in a stabilized year of operations, based upon the demand projections and the construction or renovation of any facilities.
- Project the SMCEC's impact on City, County and State revenue collections, which may include sales, lodging, restaurants, and any other areas impacted by the project.
- Analyze the impact of any one-time construction activity.
- Compare the impact of the SMCEC facility and campus today to the impact of enhanced facilities and campus that reflects the recommended improvements.

DELIVERABLES: Fully documented impact estimates that detail all underlying assumptions.



TASK 12 – COMPARATIVE ANALYSIS OF DEVELOPMENT PATHS

The Consulting Team will prepare a cost-benefit analysis of various recommendations, as agreed upon with Client representatives, for Development Paths #1 and #2 or for each concept option, which may include a blending of programmatic elements from each Development Path. We will also test each concept to determine the extent to which it aligns with the County’s goals for the SMCEC, which include bringing innovation to the venue and create a state-of-the-art modern space; maximizing revenue and economic benefit; expanding and improving current SMCEC facilities to top-tier convention center use or building new infrastructure incorporating practices for either option to minimize the project’s cost to the County’s General Fund over the long term; and achieving cost and schedule certainty, long-term maintenance, and upkeep.

DELIVERABLES: Detailed matrix summarizing the costs and benefits associated with each contemplated Development Path and/ or concept option.

TASK 13 – FUNDING AND OPERATING STRATEGY

We will work with the Client to reflect on funding and operating support for the project paying particular attention to the following possible scenarios:

- Quasi-governmental non-profit operational management and facility maintenance model
- Public Ownership with Private Management Model
- Government owned and operated Model
- Tax Subsidized Model
- Loss Leader Model

This need will be dependent on the proforma we develop, the capital budget for the project, and equity investment. We are very familiar with the funding tools in California. Our case study work will

also illustrate how other venues have been funded. We are also very familiar with P3 structures, Opportunity Zones, Federal grants and other tools that have been used to fund these projects. In this task, we will assess local and state-based fund capacity in many revenue streams enabled at the state level. We will then work with the team to codify any recommendations that will help develop the project's capital stack.

DELIVERABLES: Detailed funding strategy recommendations document that will be included in the final report.

TASK 14 – FINAL PLAN AND IMPLEMENTATION STRATEGY

The study process will translate community-based, evidence-driven programming and operational strategies into physical place-making. Our recommendations will stem from a thorough understanding of background data, stakeholder input, operational and facilities optimization, and market demand for existing uses and new facilities and amenities. We will include alternative land use concepts that describe different approaches to uses, relationship of uses, phasing, and integration of existing activities with the SMCEC. The final plan will be a fully colored and rendered computer generated 2D masterplan identifying all proposed site improvements.

The Consulting Team will prepare a fully documented report that prioritizes the immediate and long-term vision for the SMCEC. The final report will include a phasing plan showing how various improvements and their costs should be sequenced and spaced out over time. Our findings will empower the SMCEC to make the most informed decisions regarding the appropriate development path, as well as other site and facility improvements, that will support and enhance the campus' activities and help to position it towards becoming an even more vibrant year-round destination that will serve a multitude of uses.

DELIVERABLES: This task will result in a strategic document that will serve as a roadmap for the SMCEC to use to implement our recommendations.

REPORTS AND MEETINGS

We are noted for the clarity, simple sophistication, and quality of our reports. We commit to a minimum of three in-person visits to the market, during kick-off, for the public input workshop and for final presentations to the SMCEC and other stakeholders as desired.

The following are deliverable products that we will provide to Client representatives:

- **Draft Report:** A Draft Report will be provided at the conclusion Task 6 (Strategic Recommendations). The Report will include fully documented findings and recommendations and will be accompanied by appropriate graphics and presentation material. Following the issuance of the Draft Report, the Consulting Team will discuss our findings with Client representatives.

- **Final Report:** Fully documented Final Report addressing all Client comments and refinements.
- **Presentations:** A PowerPoint presentation detailing our findings and recommendations, to be provided following the issuance of our Final Report. We will be available to explain the study's findings and recommendations to stakeholders.

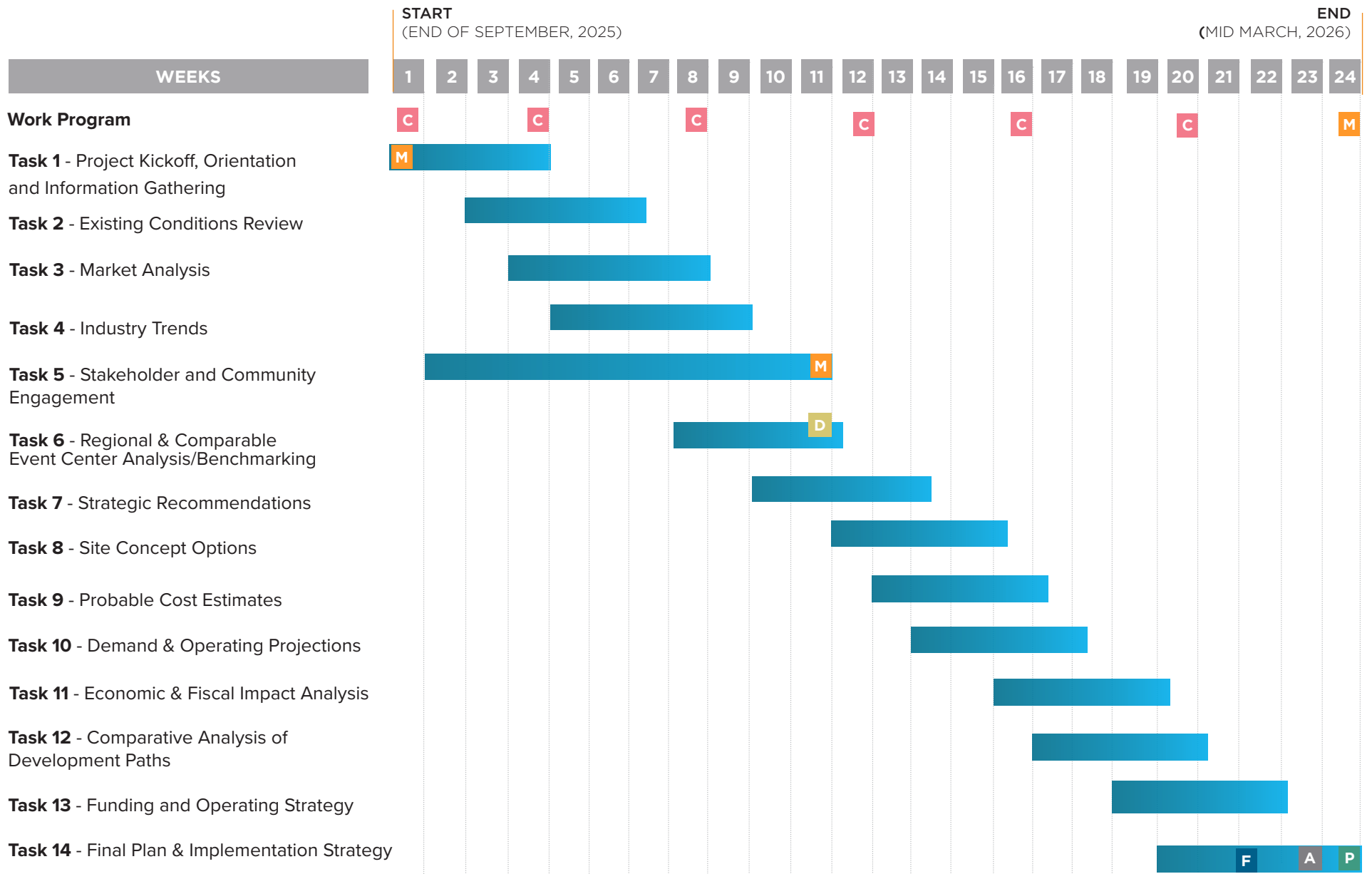
In addition to formal in-person meetings and presentations, as outlined above, our staff will be in the market multiple times to conduct field work at other points during the study, including for stakeholder and community engagement. We will be available for meetings and workshops during these field work trips, and via conference call throughout the duration of the study. We will work closely with Client representatives to ensure the timely delivery of a study that accurately meets your needs and requirements and addresses all relevant questions and concerns that arise.



3. Proposed Project Timeline

PROJECT TIMELINE

We anticipate that the study will take approximately 24 weeks to complete and we commit to meeting all of your timeframe requirements.



- C Conference Calls
- M Meeting/Workshop
- D Draft Report
- F Final Report
- P Presentation
- A Acceptance of Final Report



4. Fee Proposal

FEE PROPOSAL

We propose to complete the scope of work detailed in this proposal for a total fee of \$483,190 including expenses. Our expenses will only be billed if incurred, at cost. Expenses include travel, lodging and data purchase.

FEE BY TASK

Work Program	Johnson Consulting	Fentress Studios	Concord Group	Total
Task 1 - Project Kickoff, Orientation and Information Gathering	\$15,000	\$31,114		\$46,114
Task 2 - Existing Conditions Review	\$10,000	\$13,125	\$44,000	\$67,125
Task 3 - Market Analysis	\$12,000			\$12,000
Task 4 - Industry Trends	\$7,500			\$7,500
Task 5 - Stakeholder and Community Engagement	\$20,000	\$50,980		\$70,980
Task 6 - Regional & Comparable Event Center Analysis/Benchmarking	\$10,000			\$10,000
Task 7 - Strategic Recommendations	\$10,000	\$6,121		\$16,121
Task 8 - Site Concept Options	\$6,500	\$48,533		\$55,033
Task 9 - Probable Cost Estimates	\$2,000		\$38,000	\$40,000
Task 10 - Demand & Operating Projections	\$17,500			\$17,500
Task 11 - Economic & Fiscal Impact Analysis	\$25,000			\$25,000
Task 12 - Comparative Analysis of Development Paths	\$12,500	\$5,312		\$17,812
Task 13 - Funding and Operating Strategy	\$17,500			\$17,500
Task 14 - Final Plan & Implementation Strategy	\$10,000	\$30,905		\$40,905
Total Fees	\$175,500	\$186,090	\$82,000	\$443,590
Expenses	\$18,000	\$17,100	\$4,500	\$39,600
Total Budget	\$193,500	\$203,190	\$86,500	\$483,190

HOURLY RATE

	Hourly Rates
Project Executive	\$400
Principal/Project Manager	\$375
Senior Consultant	\$350
Project Consultant	\$200
Administrative Support	\$150

	Hourly Rates
Principal	\$315
Director	\$295
Project Executive	\$255
Senior Project Manager	\$205
Project Manager	\$150
Assistant Project Manager	\$125

FENTRESS ARCHITECTS, LTD

2025-2026 Hourly Rate Schedule



DESIGN PROFESSIONAL

Architect I	\$100
Architect II	\$150
Architect III	\$200
Senior Achitect	\$250
Architecture - Recent College Graduate	\$115
Architecture - Design Professional I	\$130
Architecture - Design Professional II	\$150
Architecture - Design Professional III	\$180
Architecture - Senior Design Professional	\$210
Interior Designer I	\$150
Interior Designer II	\$175
Interior Designer III	\$200
Senior Interior Designer	\$225
Interiors - Recent College Graduate	\$115
Interiors - Design Professional I	\$130
Interiors - Design Professional II	\$150
Interiors - Design Professional III	\$180
Interiors - Senior Design Professional	\$210
Project Architect	\$250
Project Designer	\$275
Project Manager	\$300
Specification Writer	\$350
Curtis Fentress	\$590

PROFESSIONAL SUPPORT

Administration	\$125
Finance	\$150
IT / BIM	\$175
Marketing	\$150
Model Shop	\$150

*Rates subject to annual change

JOHNSON CONSULTING MISSION STATEMENT

Johnson Consulting is committed to providing governments, developers, and not-for-profits with real estate market and financial analysis and project implementation support for urban and destination-oriented projects.

We guide our clients through organizational advancement by way of best-practice advisory services.

We promote the following values through our work: objectivity, independence, economic pragmatism, and social responsibility.



**JOHNSON
CONSULTING**

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