

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE SAN MATEO COUNTY EVENT EXPOSITION AND FAIR ASSOCIATION, DBA SAN MATEO COUNTY
EVENT CENTER**

THIS AMENDMENT TO THE AGREEMENT by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the San Mateo County Event Exposition and Fair Association, DBA San Mateo County Event Center, hereinafter called "Contractor" (together, the "Parties") is entered into this 28th day of June, 2022.

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on March 3, 2020, the County's Health Officer issued a "Declaration of Local Health Emergency Regarding Novel Coronavirus 2019," and the County Manager, as the County's Director of Emergency Services (the "Director"), issued a proclamation of local emergency pursuant to Government Code Section 8630 and Chapter 2.46 of the County's Ordinance Code, which proclamation was ratified by the Board of Supervisors (the "Board") on March 10, 2020, pursuant to Government Code Section 8630, and extended by the Board on April 7, 2020, until such time as the local emergency is terminated (the "COVID-19 Local Emergency"); and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency related to COVID-19 throughout the State of California; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020; and

WHEREAS, on March 24, 2020, the Board approved Resolution No. 077305 which, pursuant to Government Code Section 25502.7, authorized the Director to execute agreements for goods and services up to and including \$500,000, and any amendments to such agreements within such fiscal provisions; and

WHEREAS, effective January 1, 2022, in furtherance of the County's efforts to save lives and protect health and safety in response to the ongoing COVID-19 public health emergency as declared by the federal, state, and local governments, the Parties entered into an agreement under which the Event Center agreed to provide facilities, personnel services, and supplies to house and support the County's COVID-19 mass vaccination site through June 22, 2022 in an amount not to exceed \$500,000 (Agreement No. 80511-F22-D030, also referenced herein as the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to increase not to exceed amount, the consideration for which is hereby acknowledged.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**1. Section 3 - Payments is amended and restated in its entirety to read as follows:**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Eight Hundred Seventy-Five Thousand Dollars and Zero Cents (\$875,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

3. This Amendment and the Agreement, including all exhibits incorporated therein, constitute the entire understanding of the Parties with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this Amendment's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this Amendment and the Agreement, including all exhibits incorporated therein, are not binding. All subsequent modifications of this Amendment shall not be effective unless set forth in writing and executed by both Parties.

In witness of and in agreement with this Amendment's terms, the Parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: San Mateo County Event Exposition and Fair Association, DBA San Mateo County Event Center

DocuSigned by:

Dana Stoehr

6/14/2022 | 3:41 PM PDT

Dana Stoehr

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Contractor Signature

Date

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board