

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

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**RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE, OR DESIGNEE, TO EXECUTE AN AGREEMENT TO REINSTATE AND AMEND A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SAN MATEO COUNTY EXPOSITION AND FAIR ASSOCIATION RELATING TO SPECIFIED EVENT CENTER IMPROVEMENT PROJECTS AND TO EXTEND THE TERM TO JUNE 30, 2024 AND TO EXECUTE ANY OTHER APPROPRIATE DOCUMENTATION AS MAY BE NECESSARY OR ADVISABLE TO EFFECTUATE THE TRANSFER OF \$2,000,000 TO THE ASSOCIATION FOR THE SPECIFIED EVENT CENTER PROJECTS**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, the County of San Mateo ("County") is the owner of certain property known and designated as the San Mateo County Event Center ("Event Center"), in the City of San Mateo, which is used for conferences, conventions and expositions; and

**WHEREAS**, the Event Center is managed by a non-profit organization, the San Mateo County Exposition and Fair Association ("Association"), pursuant to the "Agreement Providing for Management of the San Mateo County Fair and the San Mateo County Event Center" ("Event Center Management Agreement"), various forms of which have been in place since 1984; and

**WHEREAS**, the Event Center Management Agreement contains provisions governing the use, maintenance, and improvement of the Event Center, including that the County has ownership and control of all the Event Center property, that the County

and Association will jointly perform major maintenance and capital improvements of all Event Center buildings and grounds, and that the Association is responsible for the administration and supervision of all major maintenance or capital improvements that the County elects to undertake to its Event Center property; and

**WHEREAS**, on December 13, 2022, with this Board's approval, the County and the Association entered into a Memorandum Of Understanding Relating to Specified Event Center Improvement Projects (the "MOU") pursuant to which the County agreed to provide financial support for three deferred capital projects at the Event Center in an aggregate amount of \$2,000.000.00; and

**WHEREAS**, the capital projects to be funded under the MOU are projects to (a) replace the heater at Fiesta Hall (the "Fiesta Hall Project") one of the buildings located at the Event Center for an amount not to exceed \$700,000; (b) install solar canopies in the main guest parking lot which includes relocation of current RV power, water, and sewer hookup locations under solar canopies, offering upgraded and out-of-sightline power, water, and sewer hookups along with additional parking and EV charging stations (the "Solar Canopies Project") for an amount not to exceed \$1,000,000; and (c) make internet and Wi-Fi capability upgrades to offer state-of-the-art Wi-Fi systems at the Event Center (the "Wi-Fi Upgrades Project") for an amount not to exceed \$300,000; and

**WHEREAS**, the Board approved the financial contribution under the MOU in part because improving the Event Center is in the interest of the County, which owns the property, to ensure its continued suitability for conference, conventions, and

expositions, and because investment in these Event Center projects also improves emergency resilience for our communities, improves sustainability through solar investment, and generates additional revenue that can be used to maintain and improve the property; and

**WHEREAS**, although work on the three capital projects is not yet complete and the Association is continuing to incur associated expenses, the MOU has terminated pursuant to Section 5, which provides that the term of the MOU was from December 1, 2022 through and including June 30, 2023; and

**WHEREAS**, in order to continue to fund the work on these critical projects under the terms and conditions of the MOU, the County Executive seeks approval from the Board to execute an agreement to reinstate the MOU and rescind its termination so that the MOU shall be in full force and effect as if never terminated and to amend to extend the term of the MOU through June 30, 2024; and

**WHEREAS**, there has been presented to the Board a Reinstatement and First Amendment to Memorandum of Understanding Relating to Specified Event Center Improvement Projects (“Agreement”) and the Board desires to enter into said Agreement.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors hereby authorizes and directs the County Executive, or designee, to execute a Reinstatement and First Amendment to Memorandum of Understanding

Relating to Specified Event Center Improvement Projects, and any other appropriate documentation as may be necessary or advisable to effectuate the transfer of \$2,000,000.00 for these projects to the Association which funds shall be deposited in the Association's Capital Improvement Fund to be used for the Fiesta Hall Project, the Solar Canopies Project, and the Wi-Fi Upgrades Project in the respective amounts outlined in this resolution.

**BE IT FURTHER RESOLVED** that the County Executive, or designee(s), is authorized to execute amendments to the Agreement which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

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