

**MEMORANDUM OF UNDERSTANDING RELATING TO SPECIFIED EVENT
CENTER IMPROVEMENT PROJECTS**

This Memorandum of Understanding Relating To Specified Event Center Improvement Projects ("MOU") is entered into as of the Effective Date (as defined herein) by and between the County Of San Mateo, a political subdivision of the State of California, hereinafter referred to as the "County", and the San Mateo County Exposition And Fair Association, a non-profit corporation, hereinafter referred to as the "Association," (the County and the Association may be collectively referred to herein as "Parties," or individually as a "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 conference, conventions, and expositions, and for exhibiting and displaying the agricultural, horticultural, viticultural, livestock, and other products, which buildings/structures include a certain building known as Fiesta Hall; and

WHEREAS, pursuant to that certain "Agreement Providing for Management of the San Mateo County Fair and the San Mateo County Event Center" between the County and the Association (the "Event Center Management Agreement"), dated August 12, 2008, as amended, a copy of which is attached hereto as **Exhibit A**, 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" (§ 9(a)); "No major maintenance or capital improvements can be undertaken without the prior approval of the County" (§9(b)); "Non-reimbursed emergency and or unanticipated major maintenance items will be handled on a case by case basis" (§9(c)); and the "Association will be responsible for the administration and supervision of all major maintenance and capital improvements" (§9(d)); and

WHEREAS, the County desires to improve the Event Center and ensure the continued suitability of the property for hosted conferences, conventions, and expositions and as an emergency response center, by agreeing to make funds available to the Association in an amount not to exceed \$700,000.00 for certain costs incurred in connection with a project to replace the heater at Fiesta Hall (the "Fiesta Hall Project"), subject to the limitations set forth in this MOU; and

WHEREAS, the County also desires to improve the Event Center by agreeing to make funds available to the Association in an amount not to exceed \$1,000,000.00 for certain costs incurred in connection with a project to 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, improvements that will increase the Association's ability to accommodate hosted conferences, conventions, and expositions and enhance its emergency preparedness in order to serve San Mateo County residents in case of a disaster (the "Solar Canopies Project"), subject to the limitations set forth in this MOU; and

WHEREAS, the County also desires to improve the Event Center by agreeing to make funds available to the Association in an amount not to exceed \$300,000.00 for certain costs incurred in connection with a project to make internet and Wi-Fi capability upgrades to offer state-of-the-art Wi-Fi systems at the Event Center for use at hosted conferences, conventions, and expositions as well as for essential emergency response purposes (the "Wi-Fi Upgrades Project"), subject to the limitations set forth in this MOU; and

WHEREAS, the Fiesta Hall Project, the Solar Canopies Project and the Wi-Fi Upgrades Project may be collectively referred to herein as the "Projects;" and

WHEREAS, the Parties agree that the Projects fall within the scope of major maintenance and/or capital improvement under Section 9 of the Event Center Management Agreement, for which County approval is required and which shall be administered and supervised by the Association; and

WHEREAS, the Association has entered into an Individual Project Agreement numbered CCA Project# SMA-21-062 with the California Construction Authority ("CCA"), as amended and dated September 21, 2022, by which the CCA will perform services and work including construction and project management in connection with the Fiesta Hall Project, in exchange for payment of fees by the Association in an amount not to exceed Eight Hundred Ten Thousand, One Hundred One Dollars and Zero Cents (\$810,101.00), and which provides that construction work is to be completed by April 27, 2023 (the "CCA IPA-Fiesta Hall Agreement"), a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, the Association has entered into an Individual Project Agreement numbered CCA Project# SMA-22-088 with the California Construction Authority ("CCA"), dated November 16, 2022, by which the CCA will perform services in connection with development of a Request for Proposal for design of the Solar Canopies Project in exchange for payment of fees by the Association in an amount not to exceed Eight Thousand, Two Hundred Thirty-Four Dollars and Fifty-Two Cents (\$8,234.52), and which provides a project budget outline totaling \$4,740,901.10 for the Solar Canopies Project (the "CCA IPA-Solar Canopies Agreement"), a copy of which is attached hereto as **Exhibit C**; and

WHEREAS, the County is not a party to the CCA IPA-Fiesta Hall Agreement or the CCA IPA Solar Canopies Agreement and has no obligations under those agreements and does not through this MOU or otherwise intend or accept any obligations of any kind under those agreements or any other agreement entered into by the Association in connection with the

Projects; and

WHEREAS, the Association has incurred certain design costs related to the Fiesta Hall Project; and

WHEREAS, 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 and as to the Association's administration and supervision of the Projects.

MEMORANDUM OF UNDERSTANDING

NOW, THEREFORE, in consideration of the foregoing and the terms, covenants and conditions herein contained, the Parties agree as follows:

1. **Board Approval.** This MOU is contingent upon the approval of the County's Board of Supervisors.

2. **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, including the CCA, 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.
- b. Ensure the satisfactory completion of all project management, construction inspections, and tasks for the Projects, including as outlined in the CCA IPA-Fiesta Hall Agreement and the CCA IPA Solar Canopies 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 CCA and any other 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 Fiesta Hall Project, adhere to the limits outlined in the CCA IPA-Fiesta Hall Agreement, and with respect to the Solar Canopies Project, adhere to the project budget outlined provided in the CCA IPA -Solar Canopies 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 pursuant to §6 herein (Right of Termination), provide the County with an accounting of the 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.
3. **County Financial Contributions to Specified Event Center Improvement Projects.** The County's aggregate financial contribution under this Agreement shall not exceed a total of Two Million Dollars and Zero Cents (\$2,000,000.00), which amount shall be allocated to the respective Projects as set forth in this section.
- a. **Fiesta Hall Project Contribution.** The County agrees to make funds available to the Association in an amount not to exceed Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) for reasonable costs incurred in connection with the Fiesta Hall Project (including such costs incurred by the Association under the CCA IPA-Fiesta Hall Agreement) through deposit of such funds by the County to the Association's CIF, which is maintained in the County's treasury, within fifteen (15) business days of the Effective Date as defined in §18 herein. The County does not agree to provide any further funding for the Fiesta Hall Project or associated expenses absent approval by the County's Board of Supervisors. Further to §2(e) herein, the Association shall within fifteen (15) business days after either completion of the Fiesta Hall Project or termination of this MOU remit to the County any unexpended funds that may exist in the Association's CIF, including any interest earned by those funds while maintained by the Association.
 - b. **Solar Canopies Project Contribution.** The County agrees to make funds available to the Association in an amount not to exceed One Million Dollars and Zero Cents (\$1,000,000.00) for reasonable costs incurred in connection with the Solar Canopies Project (including such costs incurred by the Association under the CCA IPA – Solar Canopies Agreement) through deposit of such funds by the County to the Association's CIF, which is maintained in the County's treasury, within fifteen (15) business days of the Effective Date as defined in §18 herein. The County does not agree to provide any further funding for the Solar Canopies Project or associated expenses absent approval by the County's Board of Supervisors. Further to §2(e) herein, the Association shall within fifteen (15) business days after either completion of the Solar Canopies Project or termination of this MOU remit to the County any unexpended funds that may exist in

the Association's CIF, including any interest earned by those funds while maintained by the Association

- c. **Wi-Fi Upgrades Project Contribution.** The County agrees to make funds available to the Association in an amount not to exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) for reasonable costs incurred in connection with the Wi-Fi Upgrades Project through deposit of such funds by the County to the Association's CIF, which is maintained in the County's treasury, within fifteen (15) business days of the Effective Date as defined in §18 herein. The County does not agree to provide any further funding for the Wi-Fi Upgrades Project or associated expenses absent approval by the County's Board of Supervisors. Further to §2(e) herein, the Association shall within fifteen (15) business days after either completion of the Wi-Fi Upgrades Project or termination of this MOU remit to the County any unexpended funds that may exist in the Association's CIF, including any interest earned by those funds while maintained by the Association.

4. **Retention Of Records, Right To Monitor And Audit.** The County shall have the right to access, review, 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, including CCA. 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.

5. **Term.** Subject to compliance with all terms and conditions, the term of the MOU shall be from December 1, 2022, through and including June 30, 2023. The term of the MOU may be extended by mutual written, signed agreement of the Parties.

6. **Right Of Termination.** Either Party may terminate this MOU with or without cause effective as of thirty (30) days upon written notice to the other Party.

7. **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.

8. **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, including CCA.

9. **Merger Clause.** This MOU 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of the County, to:

Michael Callagy, County Executive

400 County Center

Redwood City, CA 94063

(650) 363-4123

mcallagy@smcgov.org

In the case of the Association, to:

Dana Stoehr, Chief Executive Officer

2495 S. Delaware Street

San Mateo, CA 94403

(650) 574-3247

dstoehr@smcec.co

16. **Electronic Signature.** The Parties wish to permit this MOU and future documents relating to this MOU to be signed electronically in accordance with California law, the County's Electronic Signature Administrative Memo and associated resolution.


17. **Signatures in Counterparts.** This MOU may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed agreement. This MOU may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, each of which shall be deemed an original.

18. **Effective Date.** This MOU shall become effective upon execution by the Parties hereto and approval by the County's Board of Supervisors (the "Effective Date").

[Signatures of the Parties appear on the following page.]

IN WITNESS WHEREOF the parties hereto by their duly authorized representative, have affixed their hands on this 13 day of December, 2022.

COUNTY OF SAN MATEO

By  Resolution No. 079350
Mike Callagy, County Executive

SAN MATEO COUNTY EXPOSITION AND
FAIR ASSOCIATION

By 
Dana Stoehr, Chief Executive Officer

EXHIBIT A

[INSERT EXECUTED COPY OF “AGREEMENT PROVIDING FOR MANAGEMENT OF
SAN MATEO COUNTY FAIR AND SAN MATEO COUNTY EVENT CENTER”]

EXHIBIT B

[INSERT EXECUTED COPY OF DOCUMENT TITLED "AMENDMENT NO. 1
INDIVIDUAL PROJECT AGREEMENT BETWEEN CALIFORNIA CONSTRUCTION
AUTHORITY AND SAN MATEO COUNTY EVENT CENTER FOR THE FIESTA
HALL HEATER REPLACEMENT, CCA PROJECT#: SMA-21-062"]

EXHIBIT C

[INSERT EXECUTED COPY OF DOCUMENT TITLED "INDIVIDUAL PROJECT AGREEMENT BETWEEN CALIFORNIA CONSTRUCTION AUTHORITY AND SAN MATEO COUNTY EVENT CENTER FOR RV PARK AND SOLAR CANOPIES, CCA PROJECT#: SMA-22-088"]

**AGREEMENT PROVIDING FOR MANAGEMENT OF THE SAN MATEO
COUNTY FAIR AND THE SAN MATEO COUNTY EVENT CENTER**

THIS AGREEMENT, made and entered into this 12TH day of AUGUST, 2008, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "County", and the SAN MATEO COUNTY EXPOSITION AND FAIR ASSOCIATION, non-profit corporation, hereinafter referred to as "Association";

WITNESSETH:

WHEREAS, 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, County of San Mateo, State of California, and has caused to be erected thereon buildings and structures to provide for conference, conventions and expositions, and for exhibiting and displaying the agricultural, horticultural, viticultural, livestock and other products of said County; and

WHEREAS, the County is now authorized to conduct satellite wagering at the Fairgrounds and a building is being renovated for that purpose; and

WHEREAS, it has been and is the mutual desire of the parties hereto that pursuant to Government Code Section 25906, the Association shall annually conduct the San Mateo County Fair ("Fair"), manage the Event Center, and its buildings and facilities, which includes a Satellite Wagering Facility, for the purposes authorized by law pursuant to the conditions as hereinafter set forth;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Pursuant to the terms and conditions hereinafter set forth, the Association shall annually manage and direct said Fair on the dates mutually acceptable to the Association and the Board of Supervisors of County. The Association shall also manage the Event Center and its satellite wagering facility for the remainder of the year to allow

other individuals, institutions, corporations, or associations to conduct lawful activities. The Association shall use best efforts to manage and direct the Fair, the satellite wagering facility and the Event Center in a manner that will produce revenue that matches or exceeds the costs of said operations. The Association will further use best efforts to annually increase the attendance at the Fair by directing a high quality Fair that will attract increased attendance.

2. The Association will, subject to the laws of the State of California, manage and control the Fair, the satellite wagering facility and Event Center in accordance with the highest and best standards for the benefit of the people of the County of San Mateo. The Association shall have the power and authority to establish rules and policies governing charges, and may enter into use permits, concessions and licenses upon such terms as it deems advisable within the scope of its authority.

3. The Association shall retain all monies received by it from conducting the Fair, the satellite wagering facility and the use and management of the Event Center. The Association shall so retain such sums as have been or may be appropriated by the State Department of Food and Agriculture to the County from the Fair and Exposition fund of the State of California, which the Board of Supervisors of County, with the consent of the State Department of Food and Agriculture may determine to use for fair and exposition purposes. From such sums, the Association shall pay and discharge all operating expenses and obligations incurred in connection with the preparation, maintenance, management, and operation of said property and of the Fair, as well as any debt service for the satellite wagering facility.

4. The Association will accurately make and keep all usual and necessary records of its actions and transactions and for all monies disbursed or expended by the Association in connection with its management and control of the Event Center, including the satellite wagering facility.

The Association agrees that its books, records and documents pertaining to the Fair shall be subject to examination by the Department of Food and Agriculture and Division of Fairs and Expositions and that any such books and documents not transferred to and retained by the County shall be preserved by the Association for such examination for a period of seven years.

5. Each calendar year, prior to the expenditure of any funds or the creation of any obligations for the Association, in connection with the use and operation of Event Center, the Association shall submit to the County a budget setting forth in detail all of the items of expenditures and contemplated receipts for the Fair and Event Center, including the satellite wagering facility, during the succeeding year, which budget shall be subject to the approval of the County; following County approval it shall be submitted to and approved by the Division of Fairs and Exposition of the State Department of Food and Agriculture.

6. The Association will develop an annual marketing plan that includes utilization of local hotels and local shops and services.

7. The Association will work closely with the San Mateo County Convention and Visitors Bureau.

8. The Association shall perform maintenance of all Event Center buildings and grounds. "Maintenance" as used herein shall be understood to mean complete maintenance of buildings and grounds which includes the following: preventive maintenance for all buildings, planting, and maintenance for all landscaped areas, cleaning and general upkeep of all unplanted areas, repair of all buildings, utility systems, paved roads and areas, repair of all electrical and mechanical systems and devices and repair of storm drains.

County shall have the right to monitor the adequacy of maintenance. If, in the opinion of County and after consultation with Association, the inadequacy of the

maintenance is such as to lead to the deterioration of County facilities, County may perform the work itself and charge Association for the actual costs of labor and materials.

9. Use of Property, Major Maintenance, and Capital Improvements.

a. The County has ownership and control of all the Event Center property. The Association acknowledges that in performing the services set forth in this agreement that it does not have decision making authority on the use of the property or buildings.

b. No major maintenance or capital improvements can be undertaken without the prior approval of the County. "Major maintenance" as used herein shall be understood to be selected items of maintenance which cost more than \$100,000. "Capital improvements" are those improvements which cost more than \$100,000. The County and Association will jointly perform major maintenance and capital improvements of all Event Center buildings and grounds.

c. Non-reimbursed emergency and or unanticipated major maintenance items will be handled on a case by case basis. The Association and the County agree to meet promptly to discuss and seek mutual agreement on the handling of such items.

d. Association will be responsible for the administration and supervision of all major maintenance and capital improvements. The Association will keep the County informed of all stages of such projects. For all projects in which the bid procedure is not required, the General Manager shall consider using County services.

10. Association shall provide all labor and materials to set up, dismantle and provide necessary services for the annual Fair, exposition activities, use permits, special events and similar activities.

11. County, in exercising its ownership of Event Center may, with the advice of Association, construct such buildings and other structures as it deems advisable. This

authority includes the right to remodel, relocate, replace or demolish any existing structure, determine the nature and location of any new permanent structure, the location and use of any streets, roads, easements, utilities, or parking lots or facilities. Prior to exercising its rights of ownership above stated, County shall solicit the recommendation of Association.

12. Association is hereby authorized to provide for, conduct and carry on horse racing in accordance with the provisions of the law relating thereto. Notwithstanding any provision of this agreement to the contrary, the Association may, in its own name and upon its own obligation, without any obligation upon the County, borrow funds not in excess of ONE AND ONE-HALF MILLION DOLLARS (\$1,500,000.00) for a period not to exceed thirteen (13) days to operate the cash change fund in connection with horse racing at each Fair. Association shall provide full coverage, fire, theft, embezzlement, robbery and mysterious disappearance insurance covering the full amount so borrowed. The fund shall be used as "change account" only and shall not be used for any other purpose.

13. Association agrees that contracts that exceed \$50,000, which it executes, such as exhibit space, concessions, services, or exposition usage, shall have the approval of a quorum of the Board of Directors of the Association and shall be recorded in the minutes of the Board. Contracts that are \$50,000 or less may be executed by the General Manager or his or her designee.

14. The selection of any General Manager of the Event Center shall be made by an affirmative vote of a majority of a five member committee consisting of two members of the Board of Supervisors, two members of the Association Board of Directors, and the County Manager. Such selection shall be subject to ratification by the Board of Directors of Association. The General Manager shall be dismissed by a

majority vote of the same committee subject to the terms of his or her employment agreement.

15. The Board of Supervisors of the County has the sole right to appoint Association Directors. Currently there are seven Directors. A Director's term of office shall be three years. However, Directors shall serve at the pleasure of the Board of Supervisors. The Board of Supervisors shall make such appointments and/or re-appointments within sixty days of the date a vacancy occurs whether by expiration of a term or otherwise. At least one Director will be from the agricultural community. A representative from the Association Board of Directors shall participate in interviewing applicants being considered by the Board of Supervisors for appointment to the Association Board of Directors.

Directors shall be limited to four full terms of service. A term shall run from October 1 to September 30. Director's terms shall be staggered so that a proportionate number of terms of service shall terminate each year.

16. The Board of Directors shall adopt by-laws consistent with this agreement and may provide for such standing committees as are necessary. Only Directors shall be members of such standing committees.

17. Association will manage and control the Fair, the Event Center including the Satellite Wagering Facility, and subject to the laws of the United States and the State of California, and all applicable ordinances, and will not permit or allow any violation of any law at said property or in connection therewith insofar as it is possible to prevent the same.

18. For each officer and employee of the Association who is responsible for the handling of any funds, purchases or financial affairs of the Association, before engaging in any of said services as hereinabove mentioned, the Association shall provide a bond in an amount commensurate with his or her responsibilities.

19. Insurance.

a. Association shall procure and maintain in effect throughout the term of this agreement insurance covering combined personal injury and property damage in a minimum amount of FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence covering all phases of Association's operations under this Agreement. County shall be named as an "additional insured" on said policy, and the policy shall require the insurer to furnish County with not less than thirty days' advance notice of cancellation or material change in policy provisions. The Association, with the County's consent, may satisfy these insurance requirements through a program of self-insurance.

b. The Association shall cause each and every agency, firm, person, or concessionaire it authorizes to use the Event Center to furnish the Association prior to such use and maintain in effect throughout the period of use evidence of insurance as follows:

i. Combined Bodily Injury and Property Damage Insurance, including products liability, in a minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for each agency, firm, person, or concessionaire using the Event Center, except that for concessionaires having carnival type amusement rides or similar high risk exposures, the minimum amount of combined insurance shall be TWO MILLION DOLLARS (\$2,000,000.00).

Notwithstanding the foregoing, upon request of Association, the County's Risk Manager, may, at his/her discretion, authorize combined single limits less than those stated above for activities deemed to be of minimal risk.

County and Association shall be named as "additional Insured" and the policies shall provide County and Association be furnished ten days' advance written notice of cancellation.

ii. Workers' Compensation Insurance in the full amount required by statute and containing a waiver of subrogation as regards the County.

The Association shall maintain certificates furnished in accordance with the foregoing for a minimum period of three years and shall make such certificates available for inspection by County.

c. The General Manager, with the written approval of the County Risk Manager, is authorized to modify or waive the requirements listed in paragraphs 19 b(1) and 19b(2) if it has been determined that the risk is minor.

d. The County shall provide fire insurance for the Event Center facility.

20. It is agreed that the County shall defend, save harmless and indemnify Association, its officers and employees, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the County, its officers and/or employees. It is further agreed that Association shall defend, save harmless, and indemnify the County, its officers, and employees from any and all claims for injuries or damages to persons and/or property which arises out of the terms and conditions of this Agreement and which result from negligent acts or omissions of Association, its officers, and/or employees.

21. This agreement shall be without force or effect unless it is approved by the State Department of Food and Agriculture.

22. The County reserves the right to assume control of all or part of the Event Center property if there is an emergency situation as determined by the County. If such determination is made by the County, this agreement will be suspended during the time period as designated by the County. Notification of the emergency will be communicated by the County Manager or his or her designee.

23. Two members of the Board of Supervisors, two of the Association's Board of Directors, the County Manager and the Association's General Manager shall meet annually in April to review mutual concerns regarding this agreement.

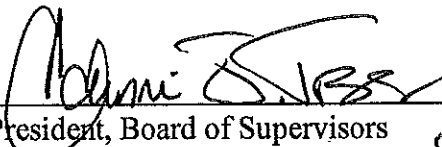
24. The San Mateo County Counsel shall provide legal representation to the Association.

25. The effective date of this agreement shall be deemed to be July 1, 2008. The term shall be for twelve years from July 1, 2008 to June 30, 2020.

26. This agreement supersedes the previous operating agreement between County and Association dated December 13, 2005.

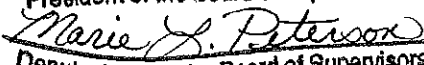
IN WITNESS WHEREOF the parties hereto by their duly authorized representative, have affixed their hands on this ____ day of _____, 2008.

COUNTY OF SAN MATEO

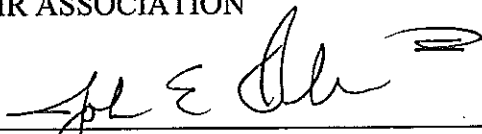
By 
President, Board of Supervisors

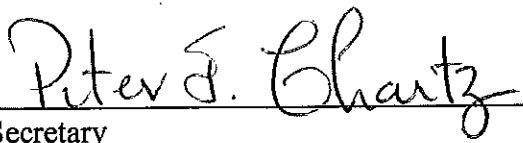
ATTEST:


Clerk of Said Board

Certificate of Delivery
(Government Code Section 25103)
I certify that a copy of the original document filed in
the Office of the Clerk of the Board of Supervisors
San Mateo County has been delivered to the
President of the Board of Supervisors.

Deputy Clerk of the Board of Supervisors

SAN MATEO COUNTY EXPOSITION AND
FAIR ASSOCIATION

By 
President

By 
Secretary
"ASSOCIATION"

RESOLUTION NO. 069628

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

* * * * *

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SAN MATEO COUNTY EXPOSITION AND FAIR ASSOCIATION PROVIDING FOR THE MANAGEMENT OF THE SAN MATEO COUNTY FAIR AND THE SAN MATEO COUNTY EVENT CENTER

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

WHEREAS, there has been presented to this Board for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, for the management and operation of the Fair and Event Center by the San Mateo County Fair and Exposition Association;

WHEREAS, both parties now wish to enter into an Agreement for the period of July 1, 2008 through June 30, 2020;

WHEREAS, this Board has examined the Agreement and has approved it as to both form and content;

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board of Supervisors be and is hereby authorized and directed to execute said Agreement with the San Mateo County Fair and Exposition Association for management and operation of the San Mateo County Fair and the Event Center for the term of July 1, 2008 through June 30, 2020 for and on behalf of the County of San

Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

L:\CLIENTE_DEPTS\EXPOCNTR\2008\BD Sups RESOLUTION NO.doc

Regularly passed and adopted this 12th day of August, 2008.

AYES and in favor of said resolution:

Supervisors:

MARK CHURCH

JERRY HILL

RICHARD S. GORDON

ROSE JACOBS GIBSON

ADRIENNE J. TISSIER

NOES and against said resolution:

Supervisors:

NONE

Absent Supervisors:

NONE

Adrienne J. Tissier

*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

Marie L. Peterson

*Marie L. Peterson, Deputy
Clerk of the Board of Supervisors*

RESOLUTION NO. 071020

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

*** * * * ***

**RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN
AMENDMENT TO AGREEMENT PROVIDING FOR MANAGEMENT OF THE SAN
MATEO COUNTY FAIR AND THE SAN MATEO COUNTY EVENT CENTER
INCREASING NUMBER OF DIRECTORS ON THE SAN MATEO COUNTY
EXPOSITION AND FAIR ASSOCIATION'S BOARD OF DIRECTORS**

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

WHEREAS, on August 12, 2008, this Board of Supervisors and the San Mateo County Exposition and Fair Association, non-profit corporation, hereinafter referred to as "Association" entered into an Agreement for the management of the County Fair and the management of the use of the Event Center; and

WHEREAS, the Agreement provides that the number of members on the Association's Board of Directors is seven and the parties now desire to increase the number of Directors to nine; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an amendment to the Agreement, reference to which is hereby made for further particulars, whereby the number of Directors on the Board of Directors is increased from seven to nine and the Board has considered the Amendment and approved it as to both form and content and desires to enter into it.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the

Regularly passed and adopted this 14th day of September, 2010.

AYES and in favor of said resolution:

Supervisors: MARK CHURCH
CAROLE GROOM
RICHARD S. GORDON
ROSE JACOBS GIBSON
ADRIENNE J. TISSIER

NOES and against said resolution:

Supervisors: NONE

Absent Supervisors: NONE

Richard S. Gordon
President, Board of Supervisors
County of San Mateo
State of California

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

Marie L. Peterson
Marie L. Peterson, Deputy
Clerk of the Board of Supervisors

**AMENDMENT TO AGREEMENT PROVIDING FOR MANAGEMENT OF THE SAN
MATEO COUNTY FAIR AND THE SAN MATEO COUNTY EVENT CENTER**

THIS AMENDMENT TO THE AGREEMENT, entered into this 14th day of September, 2010, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "County", and the SAN MATEO COUNTY EXPOSITION AND FAIR ASSOCIATION, non-profit corporation, hereinafter referred to as "Association";

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement for the Association to annually manage and direct the Fair and also manage the use of the Event Center on August 12, 2008; and

WHEREAS, the Agreement provides that the number of members on the Association's Board of Directors is seven and the parties now desire to increase the number of Directors to nine:

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Paragraph 15, is amended to read as follows:

15. The Board of Supervisors of the County has the sole right to appoint Association Directors. There shall be nine (9) Directors with at least one (1) Director from the agriculture community. A Director's term of office shall be three years. However, Directors shall serve at the pleasure of the Board of Supervisors. The Board of Supervisors shall make such appointments and/or re-appointments within sixty days of the date a vacancy occurs whether by expiration of a term or otherwise. A representative from the Association Board of

Directors shall participate in interviewing applicants being considered by the Board of Supervisors for appointment to the Association Board of Directors. Directors shall be limited to four full terms of service. A term shall run from October 1 to September 30. Director's terms shall be staggered so that a proportionate number of terms of service shall terminate each year.

2. All other terms and conditions of the agreement dated August 12, 2008, between the County and Association, as previously amended, shall remain in full force and effect.

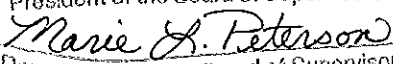
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

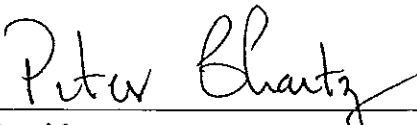
By 
President, Board of Supervisors


ATTEST:


Clerk of Said Board

Certificate of Delivery
(Government Code Section 25103)
I certify that a copy of the original document filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

Deputy Clerk of the Board of Supervisors

SAN MATEO COUNTY EXPOSITION
AND FAIR ASSOCIATION

By 
President

By 
Secretary
"ASSOCIATION"



CALIFORNIA CONSTRUCTION AUTHORITY

**Amendment No. 1
Individual Project Agreement
Between California Construction Authority
And
San Mateo County Event Center
For The
Fiesta Hall Heater Replacement**

CCA Project#: SMA-21-062

The original Individual Project Agreement (“IPA”) was entered into **October 6, 2021**, by and between the California Construction Authority (“CCA”), a joint powers authority, and the San Mateo County Event Center (“Fair”). This Amendment of **September 21, 2022**, is a modification to the original IPA, and addresses additional work to that included in the original IPA. Other than the items addressed in this Amendment all conditions remain unchanged. CCA and Fair are referred to as the “parties” and individually referred to as a “party.”

Whereas, CCA and Fair desire to enter into this IPA to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement between the parties dated **August 29, 2016**, will be incorporated herein by this reference.

Scope of Services. CCA shall perform the services and work set forth in the Scope of Services (“Services”), attached hereto as Exhibit “A” and incorporated herein, for the identified project (“Project”).

Not to Exceed Amount. Payment by Fair under this Amendment to the original IPA shall not exceed the amount of Eight Hundred Seventy-Two Thousand, Three Hundred, One and 00/100 Dollars (\$810,101.00) or as later modified in writing between the parties.

Project Budget; CCA Fees. The Project Budget Outline, including CCA fees, is attached hereto as Exhibit “B” and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Project Budget Outline.

Project Budget Funds. Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this IPA and CCA policy.



Fair shall forward the following funds to CCA for the Project Fund Account:

Seven Hundred Six Thousand, Seven Hundred Thirty and 00/100 Dollars (\$706,730.00)

CCA shall provide Fair with accounting reports of Project funds, at completion of project following reconciliation, or upon request of the Fair, if required.

Approvals by Fair.

CCA will request Fair approval of the Project at the following milestones:

- a. Fair to approve payments to the Project contractor(s), prior to CCA making payments.
- b. Fair to approve all change orders to the construction contract.

Termination. Either party may terminate this IPA by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this IPA, Fair shall compensate Authority, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

This IPA is executed as of the date first above written.

California Construction Authority

Name: Randy Crabtree Jr., Executive Officer
Title: Managing Director

Date

San Mateo Count Event Center

Name: Dana Stoehr
Title: CEO

Date



EXHIBIT “A”

Fiesta Hall Heater Replacement San Mateo County Event Center CCA Project No. SMA-21-062

SCOPE OF SERVICES

The original scope of services included all labor, equipment, and incidental materials to:

1. Replacement of existing evaporative cooling & heating equipment with like-and-kind at the existing mechanical mezzanine rooms.
2. Re-use of existing duct distribution.
3. Mechanical room framing and structural anchorage of new units.
4. Electrical connection of new units.
5. No change to existing fire sprinklers.
6. All work is to be conducted around Fair activities. The Contractor is to provide a minimum of 48 hours' notice of the shutdown of any utilities to both CCA and the Fair. If shutdown of water supply impacts any fire hydrants or sprinklers, shutdown to be coordinated with local fire department. Utility shutdown time is to be kept at a minimum and be back online at end of each workday.
7. All work is to comply with all current applicable California Codes.
8. All work to be warrantied (materials and labor) for a minimum of one (1) year, or manufacturer period, whichever is greater.

Construction work to be completed by April 27, 2023, with all work scheduled around Fair events.

CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair.

All other aspects of the original IPA dated October 6, 2021, i.e., billing procedures, legal, and obligations remain unchanged.

The performance of CCA's scope of services inures to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this IPA. Therefore, the Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this IPA, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this IPA or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable



attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CCA will take no further action until the Fair accepts the terms and conditions of this IPA. CCA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the IPA. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this IPA with the Fair.

Items not included in the proposal are any permits or fees for services required by other governmental agencies, i.e. State Fire Marshal, Sewer District, or public or private entities. CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair. The administration fee comprises both the project management and any inspection fees associated with this scope of services. Please note the breakout of the allocation of fee costs, see Exhibit B.



EXHIBIT B

Fiesta Hall Heater Replacement San Mateo County Event Center CCA Project No. SMA-21-062 Amendment No.1

Project Cost Breakdown			
	Design	Construction	Total
CCA PROJECT COSTS			
Request For Proposals (RFP) Design Professionals	\$ 1,500.00		\$ 1,500.00
Design Review Meetings	\$ 1,600.00		\$ 1,600.00
Bidding Management/Award	\$ 3,500.00		\$ 3,500.00
Project Sub-Total	\$ 6,600.00	\$ -	\$ 6,600.00
*Professional Services (Estimated at 10% of Construction Budget)			
Architecture Services - Phase 1 Design	\$ 80,000.00		\$ 80,000.00
Architecture Services Contingency (10%)	\$ 8,000.00		\$ 8,000.00
Architectural Construction Oversight		\$ 2,500.00	\$ 2,500.00
Misc.	\$ 500.00		\$ 500.00
Professional Services Sub-Total	\$ 88,500.00	\$ 2,500.00	\$ 91,000.00
Construction			
Contractor		\$ 577,000.00	\$ 577,000.00
Construction Contingency (10%)		\$ 57,700.00	\$ 57,700.00
Misc.		\$ 500.00	\$ 500.00
Construction Sub-Total	\$ -	\$ 635,200.00	\$ 635,200.00
**REIMBURSABLES (Estimate)			
Travel & Associated Costs	\$ 1,000.00	\$ 3,500.00	\$ 4,500.00
Plan Review - Code Analysis & Fire Review	\$ 3,000.00		\$ 3,000.00
Bid Advertising	\$ 1,200.00		\$ 1,200.00
Reproduction Services	\$ 400.00	\$ 1,500.00	\$ 1,900.00
Inspections (6 @ \$1,000)		\$ 6,000.00	\$ 6,000.00
Misc.	\$ 100.00		\$ 100.00
Reimbursable Sub-Total	\$ 5,700.00	\$ 11,000.00	\$ 16,700.00
MANAGEMENT/ADMINISTRATION FEES			
Project Management Fee (3%) Design (10%) On Construction	\$ 2,400.00	\$ 57,700.00	\$ 60,100.00
Other Direct Costs Handling Fee (3%)	\$ 171.00	\$ 330.00	\$ 501.00
Management/Admin Fee Sub-Total	\$ 2,571.00	\$ 58,030.00	\$ 60,601.00
Total Costs, with Fees and Estimated Costs	\$ 103,371.00	\$ 706,730.00	\$ 810,101.00

* Costs identified as estimates are just that, actual costs will be accounted and reconciled at close of project.

** Costs identified as estimates are just that, actual costs will be accounted and reconciled at close of project.



California Construction Authority

INDIVIDUAL PROJECT AGREEMENT
between
CALIFORNIA CONSTRUCTION AUTHORITY
and
SAN MATEO COUNTY EVENT CENTER
for
RV PARK AND SOLAR CANOPIES
CCA PROJECT # SMA-22-088

This Individual Project Agreement ("IPA") is entered into this **16th of November, 2022** by and between the California Construction Authority ("CCA"), a joint powers authority, and the **San Mateo County Event Center** ("Fair"). CCA and Fair are referred to as the "parties" and individually referred to as a "party."

Whereas, CCA and Fair desire to enter into this IPA to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

1. Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement between the parties dated August 29, 2016 will be incorporated herein by this reference.
2. Scope of Services. CCA shall perform the services and work set forth in the Scope of Services ("Services"), attached hereto as Exhibit "A" and incorporated herein, for the identified project ("Project").
3. Not to Exceed Amount. Payment by Fair under this IPA shall not exceed the amount of **EIGHT THOUSAND, TWO HUNDRED THIRTY-FOUR AND 52/100 DOLLARS (\$8,234.52)** or as later modified in writing between the parties.
4. Project Budget; CCA Fees. The Project Budget Outline, including CCA fees, is attached hereto as Exhibit "B" and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Project Budget Outline.
5. Project Budget Funds. Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this IPA and CCA policy.



Fair shall forward the following funds to CCA for the Project Fund Account:

EIGHT THOUSAND, TWO HUNDRED THIRTY-FOUR AND 52/100 DOLLARS (\$8,234.52)

CCA shall provide Fair with accounting reports of Project funds, at completion of project following reconciliation, or upon request of the Fair, if required.

6. Approvals by Fair.

CCA will request Fair approval of the Project at the following milestones:

- a. Fair to approve the award of the construction contract following the CCA procurement process, and prior to construction commencing.
- b. Fair to approve payments to the Project contractor(s), prior to CCA making payments.

7. Termination. Either party may terminate this IPA by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this IPA, Fair shall compensate Authority, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

This IPA is executed as of the date first above written.

CALIFORNIA CONSTRUCTION AUTHORITY

Name: Randy Crabtree Jr.
Title: Executive Officer

SAN MATEO COUNTY EVENT CENTER

Name: Dana Stoeher
Title: CEO



EXHIBIT "A"

SCOPE OF SERVICES

The Fair's designated project is the **RV PARK AND SOLAR CANOPIES**. The site of the project is located at the **SAN MATEO COUNTY EVENT CENTER** at 2495 S. Delaware Street, San Mateo, CA 94403. ("Fair").

SCOPE OF WORK

- Develop RFP and advertise.
- Set meetings for project scope walk through.
- Coordination and scoring of Architect proposals.
- Items not included in the proposal are any costs for permits or fees for services associated with review procedures required by other governmental agencies or public or private entities. This includes any CEQA, OSFM, CCC, DSA, highway, or city/county permit or plan review requirements.

The performance of CCA's scope of services inures to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this IPA. Therefore, the Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this IPA, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this IPA or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CCA will take no further action until the Fair accepts the terms and conditions of this IPA. CCA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the IPA. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this IPA with the Fair.



Items not included in the proposal are any permits or fees for services required by other governmental agencies, or public or private entities. CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair. The administration fee comprises both the project management and inspection fees (scope of services).

The cost of the RFQ/RFP development, special consulting, estimated direct expenses, and project management fees is **EIGHT THOUSAND, TWO HUNDRED THIRTY-FOUR AND 52/100 DOLLARS (\$8,234.52)**. Please note the breakout of the allocation of fee costs and conditions, see Exhibit B.

Phase 1 is for Design RFP Only.

Phase 2, Phase 3 and Phase 4 are for Budgeting Purposes Only.



EXHIBIT "B"

PROJECT BUDGET OUTLINE

San Mateo County Event Center					
RV Park and Solar Canopies					
Estimated Cost Breakdown					
	Phase 1 Design RFP	Phase 2 Design	Phase 3 Bidding	Phase 4 Construction	Total
Project Costs					
Construction Contract - Estimate Only				3,800,000.00	3,800,000.00
Construction Contingency		-	-	380,000.00	380,000.00
Construction Project Admin Fee (9-12%)		-	-	342,000.00	342,000.00
Project Coordination/Management/Bidding	6,600.00	2,500.00	1,700.00		10,800.00
Project Oversight					-
Compliance Oversight		1,500.00			1,500.00
Special Purchasing					-
					-
Project Costs Sub-Total	6,600.00	4,000.00	1,700.00	4,522,000.00	4,534,300.00
Estimated Reimbursables					
Design Consultant - Estimate Only		165,001.00			165,001.00
* Design Contingency 10%		16,500.10	-	-	16,500.10
Design Coordination	792.00				
Cost Estimating		17,000.00			17,000.00
Construction Inspection				22,500.00	
Special Inspection				8,500.00	
Geotech Services				2,500.00	
Travel	600.00	1,500.00	1,300.00	3,250.00	6,650.00
					-
Plan Review		1,450.00			1,450.00
Advertising			500.00		
Misc	150.00		250.00		
					-
Reimbursable Markup - 6% (Contingency Excluded)	92.52	11,097.06	123.00	2,205.00	
Estimated Reimbursement Sub-Total	1,634.52	201,451.10	2,050.00	36,750.00	206,601.10
Total by Phase	\$ 8,234.52	\$ 205,451.10	\$ 3,750.00	\$ 4,558,750.00	
Total Costs, with Fees and Estimated Costs					\$ 4,740,901.10