

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

This Agreement (“Agreement”) is entered into effective March 11, 2020 by and between the County of San Mateo (“County”), a political subdivision of the State of California, and the San Mateo County Exposition and Fair Association, dba San Mateo County Event Center (“Contractor,” and, together with the County, the “Parties”).

Recitals

WHEREAS, on March 3, 2020, and pursuant to Section 101080 of the California Health and Safety Code, the San Mateo County Health Officer declared a local health emergency throughout San Mateo County related to the novel coronavirus (COVID-19), and on March 10, 2020, the Board of Supervisors of the County of San Mateo adopted a resolution to ratify and extend this declaration of local health emergency and this local health emergency remains in effect; and

WHEREAS, also on March 3, 2020, and pursuant to Section 8630 of the California Government Code and Chapter 2.46 of the San Mateo County Ordinance Code, the San Mateo County Director of Emergency Services proclaimed a local emergency throughout San Mateo County related to COVID-19, and on March 10, 2020, the Board of Supervisors of the County of San Mateo adopted a resolution to ratify and extend this proclamation of local emergency and it remains in effect; and

WHEREAS, on March 4, 2020, Governor Newsom declared a state of emergency throughout California related to the spread of COVID-19 in the State and on March 13, 2020, the President of the United States proclaimed a national emergency concerning the COVID-19 outbreak; and

WHEREAS, Contractor operates and controls the San Mateo County Event Center on the San Francisco Peninsula (the “Event Center”); and

WHEREAS, in response to the state of emergency caused by COVID-19 described above and in order to ensure adequate medical support to address COVID-19 cases, the County must establish and operate a field hospital/medical site at the Event Center (“OES Medical Center”) and the County requires the use of Contractor’s space, along with support and assistance from Contractor in operating the OES Medical Center, and the space proposed to be utilized for the OES Medical Center is depicted on the map attached to this Agreement as **Exhibit A**, which is incorporated by this reference; and

WHEREAS, the Contractor agrees to provide, organize, and support timely and efficient delivery of supplies, equipment, services, and facilities as outlined in this Agreement and as requested by the County’s Office of Emergency Services (“OES”) and, facilitate comprehensive logistical planning, by providing technical support, incident response, and sustainment that leverage the capability and resources of Contractor in support of the County during this declared emergency and recovery phase.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term**: The anticipated Term of this Agreement shall be from March 11, 2020, through May 31, 2020, unless the Term is extended by County in a written amendment to this Agreement.
2. **Payment by County**: The County shall compensate Contractor for the facilities, services, equipment, materials, and supplies set forth in this Agreement in Paragraph 3. In no event shall the amount paid by County to Contractor under this Agreement exceed One Million Four Hundred Ten Thousand Dollars and Zero Cents (\$1,410,000.00). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. 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 the Agreement is terminated or expires. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Services Provided by Contractor: In consideration of the payments by County as set forth in this Agreement, Contractor shall provide the following facilities and services to the County:

a. Personnel.

- (i) During the Term of the Agreement, Contractor shall continue to pay its employees providing assistance to the County pursuant to this Agreement according to Contractor's current prevailing rates, rules, and regulations. County shall reimburse Contractor for all direct and indirect payroll costs and actual expenses (including travel expenses, benefits, and workers' compensation premiums, claims, and expenses) attributed to and incurred as a result of Contractor's personnel providing assistance to County pursuant to this Agreement. Specific support from Contractor personnel that the County anticipates needing includes staff for maintenance of facilities used by County as set forth below in Section 3.d., certain janitorial services, and dumpster and trash removal.
- (ii) For all such personnel services provided by Contractor under this Section 3.a., Contractor shall, on at least a monthly basis throughout the Term of the Agreement, provide the County a detailed invoice with supporting documentation for all direct and indirect payroll costs and actual expenses set forth above for which Contractor seeks reimbursement, including timesheets for all employees and for all subcontracted providers a breakdown showing time billed, applicable rates, and description of services.
- (iii) Notwithstanding the above, the Parties currently anticipate that the following services in support of the OES Medical Center will be provided by County staff and/or third-party contractor(s) hired by the County, and that such services will not be performed by Contractor's staff:
 - Cleaning toilets and showers, the interior of Fiesta Hall, the kitchen areas, and all other facilities used for support of the OES Medical Center;
 - Receiving of deliveries for the OES Medical Center;
 - Addressing maintenance concerns with all shower and toilet trailers at the OES Medical Center, and any septic or grey water disposal;
 - Maintaining any generators needed for the OES Medical Center, as well as interior and exterior lighting; and
 - 24-hour security for the OES Medical Center.

b. Equipment.

- (i) County shall reimburse Contractor for the County's use of Contractor's equipment during the Term of the Agreement. Equipment and operators of such equipment provided to County shall be reimbursed at regular and customary rates set by Contractor, if not captured in the personnel reimbursement provisions set forth in Section 3.a. above. Specific equipment that the County currently anticipates requiring includes four (4) forklifts, fencing, and tenting.
- (ii) For all equipment provided by Contractor under this Section 3.b., Contractor shall, on at least a monthly basis throughout the Term of the Agreement, provide the County a detailed invoice

with supporting documentation for the equipment provided, including a description of the specific equipment provided and the cost of such equipment. For any personnel services related to the provision of equipment and/or operation of such equipment not captured in the personnel reimbursement provisions set forth above in Section 3.a., Contractor shall comply with the invoicing requirements provided in Section 3.a.

c. Materials and Supplies

- (i) County shall reimburse Contractor for all materials and supplies furnished by Contractor and/or Contractor's outside contractors or suppliers procured for the purposes of addressing County's needs during the Term of the Agreement. The Parties anticipate that Contractor will provide the County with food services for staff and volunteers at the OES Medical Center. For such food services, the County agrees to provide Contractor with a headcount at least twelve (12) hours in advance of meal preparation/deliveries.
- (ii) For all materials and/or supplies provided by Contractor under this Section 3.c., Contractor shall, on at least a monthly basis throughout the Term of the Agreement, provide the County a detailed invoice with supporting documentation for the materials and/or supplies provided, including a description of the specific materials and/or supplies provided and the cost of such materials and/or supplies. For any personnel services related to the provision of materials and/or supplies not captured in the personnel reimbursement provisions set forth above in Section 3.a, Contractor shall comply with the invoicing requirements provided in Section 3.a.

d. Facilities

- (i) Contractor shall supply the County with sites, structures, and/or buildings as described herein and as may be requested from time to time to serve the County's needs for emergency personnel, goods, and services throughout the Term of the Agreement. The specific sites and buildings that Contractor will make available to the County are set forth on Exhibit A to this Agreement. Generally, as described in Exhibit A, the County shall have access to Fiesta Hall, Redwood Hall, the Event Pavilion, Sequoia Hall, and Cypress Hall, which combined total 97,680 square feet of available space, for OES Medical Center support functions. Contractor will also provide County with the use of air conditioner units/air units, R&R trailers, shower and toilet trailers that are ADA accessible. In accessing the facilities described in this Section 3.d., the County shall take reasonable steps to avoid conflict with use of the Exposition Hall for COVID-19 testing by Verily.
- (ii) County shall reimburse Contractor for the facilities described in this Section 3.d. based on the regular and customary published rental rates set by Contractor. Contractor shall, on at least a monthly basis during the term of this Agreement, provide the County the published rental rates set by Contractor for all facilities described in this Section 3.d.
- (iii) The County will repair or replace, with like kind and quality as determined by Contractor, any facilities that may be damaged by the County during its use of the facilities throughout the Term of this Agreement.
- (iv) The OES Medical Center shall be accessed from the Event Center's West Gate (at 2495 South Delaware Street) and Gate 1 shall be blocked off.

- (v) The West lot, which contains approximately 600 parking spaces, shall be made available to the County for such purposes as it deems appropriate in connection with this Agreement, including but not limited to ingress and egress to the OES Medical Center, parking, staging, etc. The Event Center shall at all times have access to the West lot for ingress and egress, and shall retain the use of 100 parking spaces in the West Lot.

4. **Incorporation of Attachment 1.** The terms set forth in **Attachment 1** are hereby incorporated herein by reference and made part of this Agreement. To the extent any terms set forth in Attachment 1 conflict with any of the terms of this Agreement, Attachment 1 shall govern.

5. **Termination.** See Attachment 1.

6. **Dispute Resolution.** See Attachment 1.

7. **Record Keeping.**

- a. Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.
- b. Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.
- c. Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

8. **Compliance with Laws.** All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to: the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended; the Americans with Disabilities Act of 1990, as amended, Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance; Federal and State nondiscrimination laws, including, without limitation, the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which are incorporated into this Agreement as if fully set forth herein; and Federal, State, and County equal opportunity requirements and the requirements of the County's Equal Benefits Ordinance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

9. **Indemnification/Hold Harmless.** Each Party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, representatives, insurers, employees, and servants from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys'

fees and costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying Party or its agents, representatives, employees, servants, contractors, subcontractors, or invitees, including, without limitation: (a) injuries to or death of any person; (b) damage to any property of any kind whatsoever and to whomsoever belonging; (c) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (d) any other loss or cost. The duty of the County to indemnify and hold harmless Contractor shall not apply to injuries or damage for which Contractor has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct, nor does the duty of Contractor to indemnify and hold harmless County apply to injuries or damage for which County has been bound in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty to indemnify and hold harmless set forth in this Section shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts, and shall include the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnity/hold harmless provision survives the Agreement.

10. Insurance.

- a. General Requirements. Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.
- b. Workers' Compensation and Employer's Liability Insurance. Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.
- c. Liability Insurance. Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:
 - i. Comprehensive General Liability... \$1,000,000; and
 - ii. Motor Vehicle Liability Insurance... \$1,000,000

County and its officers, agents, representatives, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, representatives, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, representatives, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further services and payment pursuant to this Agreement.

11. **Merger Clause/Amendments.** This Agreement, including the Exhibits and Attachment(s) attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. Except as otherwise specifically provided to the contrary in this Agreement, in the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment(s) to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the Parties.
12. **Contractor Emergency Services Coordinator.** For the purposes of this Agreement, Contractor's Emergency Services Coordinator (ESC) shall be CEO, Dana Stoehr, and, in her absence, COO, Kletra Newton. The ESC has ongoing responsibilities throughout the Term of the Agreement and financial oversight for reimbursement of facilities, services, supplies, and equipment provided. Such reimbursement shall be detailed and submitted for reimbursement to the County, as set forth above in Section 3.
13. **Severability.** In the event that, at any time subsequent to the execution of this Agreement, any portion or provision of it is found to be illegal, invalid, unenforceable, non-binding or otherwise without legal force or effect, the remaining portion(s) will remain in force and be fully binding.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute a complete agreement. Moreover, this Agreement may be signed by electronic signature and copies of original signatures shall be treated the same as the originals.

[Signatures appear on following page.]

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

SAN MATEO COUNTY EXPOSITION AND FAIR ASSOCIATION,
DBA SAN MATEO COUNTY EVENT CENTER

Dana Stoehr, CEO

Date: _____

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By:
Clerk of Said Board