

Contract # 80511-F20-R077357 Amendment 6

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

THIS SIXTH AMENDMENT TO THE AGREEMENT, is entered into this ___ day of June, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo Event Exposition and Fair Association, DBA San Mateo County Event Center, hereinafter called "Contractor";

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, the Director and the Director's designee, the Incident Commander at the Emergency Operations Center (EOC), have made many requests for services, supplies, and equipment, which expenses have been made through County department appropriations as well as through agreements executed by the Director or the EOC Incident Commander from March 3, 2020, to the present; 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, on March 11, 2020 in furtherance of the County's efforts to save lives and protect health and safety in response to the COVID-19 emergency as declared by the federal, state, and local governments, the parties entered into an agreement for facilities, space and storage (Agreement No. 80511-F20-R077357, also referenced herein as the "Agreement"); and

WHEREAS, the Agreement has subsequently been amended five times; and

WHEREAS, the parties wish to further amend the Agreement to increase the maximum amount authorized to be expended under the Agreement.

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

1. Section 2 – **Payment by the County** is amended in its entirety to read as follows:

The County shall compensate Contractor for the facilities set forth in this Agreement in Paragraph 3. In no event shall the amount paid by the County to the Contractor under this Agreement exceed One Million Five Hundred Sixty Thousand Dollars and Zero cents (\$1,560,000.00) County reserves the right to withhold payment if the 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.

2. All other terms and conditions of Agreement No. 80511-F20-R077357 dated March 11, 2020, as amended by the first amendment dated May 1, 2020, second amendment dated May 30, 2020, third amendment dated December 30, 2020, fourth amendment dated January 29, 2021 and the fifth amendment dated March 26, 2021 between the County and Contractor, not in conflict, shall remain in full force and effect.
3. The Agreement, as amended, constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document 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 Event Exposition and Fair Association, DBA San Mateo County Event Center

<p>DocuSigned by:  <small>2670404F2475440...</small></p>	<p>5/26/2021 5:58 PM PDT</p>	<p>Dana Stoehr</p>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board