

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CITY OF HALF MOON BAY TO PROVIDE FOR AN ADVANCE OF FUNDS TO  
CITY BY COUNTY FOR CONSTRUCTION OF HALF MOON BAY LIBRARY  
PROJECT**

THIS AMENDMENT TO THE AGREEMENT, is entered into this \_\_\_ day of June, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called “County,” and the City of Half Moon Bay, hereinafter called “City”;

W I T N E S S E T H:

WHEREAS, the City owned a building and lands located within the jurisdictional boundaries of the City which the City used for public library purposes (620 Correas Street, Half Moon Bay, California), and desired to build a new replacement public library (the “Library Project” or the “Half Moon Bay Library”) at the same location; and

WHEREAS, the City and County were, and continue to be, parties to a Library Joint Powers Agreement, pursuant to Government Code §6500, et seq., for the purpose, among others, of jointly exercising, with the other parties to the Agreement, their authority to provide library services so that City may provide such services to City and County residents; and

WHEREAS, approximately 50% of the population to be served by the Library reside in the unincorporated areas of the County; and

WHEREAS, on or about December 15, 2015, City and County entered into an “Agreement Between City of Half Moon Bay and County of San Mateo for the Use of, and Contribution of Costs for, the Half Moon Bay Library Project” (the “Library Funding Agreement”) under which the County agreed to contribute up to one half of the construction costs of a project to replace or significantly remodel and expand the then existing Half Moon Bay Library (the “Library Project”); and

WHEREAS, on or about March 15, 2016, in order to ensure timely completion of the Library Project, County and City entered into an Agreement to Provide for an Advance of Funds to City by County for Construction of Half Moon Bay Library Project, which was approved by the County via Resolution No. 074390 (the “Advance Agreement”), pursuant to which the County agreed to advance and make available funds in an amount not to exceed six million dollars (\$6,000,000) to assist the City in ensuring prompt completion of the Library Project, and which provided terms for the City to repay the County as provided therein, including that the City would repay to the County any funds it draws down, over a ten-year period, beginning no later than Fiscal Year 2019-20; and

WHEREAS, the County advanced the City a total of \$5,726,855, with payment of \$286,342.75 to be automatically deducted from each of the City’s property tax apportionments in December and April of each fiscal year beginning with FY 2019-20 pursuant to Section 4 of the Advance Agreement; and

WHEREAS, the Library Project has been completed and the new Half Moon Bay Library has been operating since August 2018, enabling the library to expand programming and services to City and County residents, including library collections, literacy services, job training, wellness workshops, cutting-edge technology, and the building has been recognized for its environmentally sustainable design and function; and

WHEREAS, the City has made its first two repayment installments of \$286,342.75 in December 2019 and April 2020, respectively, totaling \$572,685.50 in FY 2019-20; and

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 this 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 City has incurred increased costs to respond to the ongoing COVID-19 emergency, to protect public health and safety and to provide essential services while its revenues have declined due to the emergency, thus constraining its budget and resources available to fully fund all of its operations, including those relating to the Half Moon Bay Library; and

WHEREAS, the County has an interest in ensuring that residents of the unincorporated areas of the County continue to have access to the Half-Moon Library and its resources and to minimize the reduction of services to such residents in connection with the COVID-19 emergency to the extent consistent with operative public health orders and its fiscal obligations;

WHEREAS, the City and County wish to amend the Advance Agreement to defer the City's repayments scheduled for the FY 2020-21 until the following fiscal year in order to relieve fiscal pressure on City in the short term, and in order to ensure that appropriate levels of library services and facility uses for library patrons, including residents of the unincorporated areas of the County, are maintained, the consideration for which is hereby acknowledged (hereinafter, the "Amendment").

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

1. Section 4(a) under "Terms of Repayment of the Advance of Funds," is amended and restated in its entirety to read as follows:

City shall repay to County the full amount of all funds advanced pursuant to this

Agreement directly from its property tax apportionments in two installments per fiscal year for a ten year period (the “Repayment Period”) beginning no later than fiscal year 2019-2020, as set forth and subject to the exceptions below. City shall commence repayment no later than December 15, 2019, and final payment shall be made no later than April 15, 2029. During the Repayment Period, the County Controller shall pay, and City does specifically authorize the Controller to pay, the amounts owed by City to County from City secured property tax revenues that would otherwise be payable by the County Controller to City, on December 15th and April 15th of each fiscal year; provided that County agrees that no installment payments from the City shall be due and payable on December 15, 2020 and April 15, 2021, and the City shall make two installment payments each on December 15, 2021, and April 15, 2022. County Controller shall make such payment(s) to County prior to making any other payments to City or any other person or entity, until the City has fully repaid all funds advanced, including any interest or penalties as set forth herein

2. Section 5, “Hours and Use of the Library” is amended to add the following subsection (d) as follows:

(d) The City agrees to coordinate with the County to ensure that the Half Moon Library provides an appropriate level of services and facility uses in light of the COVID-19 emergency, consistent with State and County Health Officer orders and federal, state, local, and industry guidance for library operations. Such actions may include, for example, assisting the County in the dissemination of information regarding local services and response efforts relating to the COVID-19 emergency; permitting use of the facility parking lot as a pop up COVID-19 testing site; making the facility available to host public meetings or events to support the County’s response to the COVID-19 emergency; adapting in-person programs for on-line delivery (such as virtual story times) where feasible; and taking steps to expand access to the library’s digital resources where feasible.

3. All other terms and conditions of the Advance Agreement between the County and City shall remain in full force and effect and are incorporated by reference as if fully set forth herein.
4. This Amendment is not intended to affect the applicability of the San Mateo County Library Joint Powers Agreement and the Library Funding Agreement, or any associated or successor agreements or amendments to those agreements, which shall remain in full force and effect.
5. This Amendment 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 CITY OF HALF MOON BAY

Bob Nisbet  
City Signature

6/17/2020  
Date

Bob Nisbet  
Bob Nisbet, City Manager (print)

For COUNTY OF SAN MATEO

\_\_\_\_\_  
County Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Callagy, County Manager (print)

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