

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN  
MATEO, THE SAN MATEO COUNTY JOINT POWERS FINANCING  
AUTHORITY AND CALIFORNIA FINANCIAL SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT, is entered into this \_\_\_ day of March, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," San Mateo County Joint Powers Financing Authority (hereinafter called the "Authority"), and California Financial Services (hereinafter called "Contractor");

**WITNESSETH**

WHEREAS, on April 10, 2018, the County and the Authority entered into an agreement with Contractor (the "Agreement") in connection with the financing of certain capital projects as part of the County's Capital Master Plan through multiple issuances of Lease Revenue Bonds ("Capital Projects") as set forth in the Agreement;

WHEREAS, under the Agreement, Contractor agreed to provide financial consulting services to the County and Authority relative to the issuances as specified in Exhibit A to the Agreement in exchange for payment at rates specified in Exhibit B to the Agreement;

WHEREAS, the recitals of the Agreement and Exhibit B specify the Capital Projects for which Lease Revenue Bonds ("LRBs"), Certificates of Participation ("COPs") and refunding financings were contemplated at the time the Agreement was entered;

WHEREAS, Contractor has been paid \$250,000 under the Agreement in connection with issuances of LRBs and \$125,000 remains;

WHEREAS, pursuant to § 4 of the Agreement, the term of the Agreement is from April 10, 2018 through July 15, 2021;

WHEREAS, the Authority is in the process of preparing for an issuance in connection with LRBs for the Cordilleras Mental Health Facility Project and refunding certain 2013-14 LRBs under more favorable terms and conditions;

WHEREAS, the County, the Authority and Contractor wish to amend the Agreement to extend the term of the Agreement to September 30, 2021 in order to provide adequate time to close the anticipated financing for the Cordilleras Mental Health Facility Project and refunding 2013-14 LRBs and to update the list of Capital Projects to reflect the financings for which Contractor has been and will be providing financial consulting services (the "First Amendment");

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

1. Section 4 (Term and Termination) of the Agreement is amended and restated in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 10, 2018 through September 30, 2021.

This Agreement may be terminated by Contractor, the County Manager, or his designee, at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

2. The numbered list (1-6) set forth in the first recital on page 1 of the Agreement is amended and restated in its entirety to read as follows:

- 1) Refunding of the outstanding portion of the Authority's 2009 Lease Revenue Bonds;
- 2) Refunding of the outstanding portion of the Authority's 2013 Lease Revenue Bonds;
- 3) Refunding of the outstanding portion of the Authority's 2014 Lease Revenue Bonds;
- 4) Health Center Campus Project – demolition of the 1954 wing of the San Mateo Medical Center and construction of a new Health Services Administration Building;
- 5) Redwood City Master Plan Campus Project – construction of a new County Office Building No. 3 and a new Parking Garage No. 2;
- 6) Cordilleras Mental Health Facility Project – construction of a new Mental Health Facility and removal of the old facility;
- 7) North County Health Clinic – construction of a new Health Clinic on the site of the parking lot of the North County Courthouse in South San Francisco. Project may also require parking structure; and



8) South County Homeless Shelter – construction of a new homeless shelter, replacing the current shelter on Maple Street in Redwood City. Project has not been sited.

3. Exhibit B to the Agreement is replaced with Exhibit B-1 attached hereto and incorporated by reference herein.
4. All other terms and conditions of the Agreement shall remain in full force and effect and are incorporated by reference as if fully set forth herein.
5. This First 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 WHEREOF and in agreement with this First Amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

SAN MATEO COUNTY JOINT POWERS FINANCING AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Roberto Manchia

CALIFORNIA FINANCIAL SERVICES

By:  \_\_\_\_\_ Date: 3-9-2021  
Steven Gald

Exhibit "B-1"

In consideration of the services provided by Contractor in Exhibit "A", Issuers shall pay Contractor based on the following fee schedule:

The Issuers agrees to pay and the Contractor agrees to receive as full compensation for the rendering of the services described in Exhibit "A" relative to the Lease Revenue Bonds (LRBs), Certificates of Participation (COPs), and for any services heretofore performed by Contractor in connection therewith for the fee of One Hundred and Twenty-Five Thousand Dollars (\$125,000) per issuance, for a not-to-exceed total amount of Three Hundred and Seventy-Five Thousand Dollars (\$375,000) payable upon the delivery of and receipt of payment for the LRBs and/or COPs; as follows:

- 1) Refunding of the outstanding portion of the Authority's 2009 Lease Revenue Bonds;
- 2) Refunding of the outstanding portion of the Authority's 2013 Lease Revenue Bonds;
- 3) Refunding of the outstanding portion of the Authority's 2014 Lease Revenue Bonds;
- 4) Health Center Campus Project – demolition of the 1954 wing of the San Mateo Medical Center and construction of a new Health Services Administration Building;
- 5) Redwood City Master Plan Campus Project – construction of a new County Office Building No. 3 and a new Parking Garage No. 2;
- 6) Cordilleras Mental Health Facility Project – construction of a new Mental Health Facility and removal of the old facility;
- 7) North County Health Clinic – construction of a new Health Clinic on the site of the parking lot of the North County Courthouse in South San Francisco. Project may also require parking structure; and
- 8) South County Homeless Shelter – construction of a new homeless shelter, replacing the current shelter on Maple Street in Redwood City. Project has not been sited.