

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL
ASSOCIATION**

THIS AMENDMENT TO THE AGREEMENT, entered into this 1ST day of August 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The Bank of New York Mellon Trust Company, National Association, hereinafter called "Custodian";

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, the parties entered into an Agreement for custody services on August 1, 2015; and

WHEREAS, the parties wish to amend the Agreement to extend the term to July 31, 2022, and to add \$125,000 for a total contract amount not to exceed \$725,000 pursuant to Section 8.1 of the Agreement.

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

1. The third sentence in Section 7.6 of the Agreement is hereby restated in its entirety to read as follows:

“It is anticipated by the Client that the Client’s total obligation for the payment of fees under this Agreement will not exceed seven hundred twenty-five thousand dollars (\$725,000) subject to any additional products/services requested by the Client and the application of the Fee Schedule thereto.”

2. The first sentence in Section 8.2 of the Agreement is hereby restated in its entirety to read as follows:

“Unless sooner terminated as provided herein, the term of this Agreement shall be from August 1, 2021 through July 31, 2022.

3. The Agreement is hereby amended to include the following Addendum, issued March 31, 2021, to "Exhibit B" from the Custody Agreement dated effective as of August 1, 2015.

San Mateo County Treasurer's Office, Addendum Fee Schedule

"Fee Schedule for the following: Global Custody services"

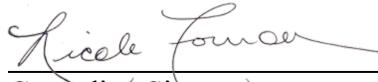
Appendix A "BNY Mellon guarantees the fees that are outlined in the fee agreement effective July 1, 2014 between The Bank of New York Mellon Trust Company, National Association and San Mateo Treasurer's Office until July 31, 2022. Except otherwise provided under this fee schedule, this fee schedule shall remain in full force and effect until the effective date of a subsequent fee schedule executed by the parties hereto."

Appendix B "Explanatory Notes"

4. **All other terms and conditions of the Agreement dated August 1st, 2015, between the County and Custodian shall remain in full force and effect.**

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

For Custodian: THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION



Custodian Signature

May 27, 2021

Date

Nicole Fouron

Custodian Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

San Mateo County Treasurer's Office

Addendum Fee Schedule

Issuance Date - March 31, 2021

Fee Schedule for the following:

- Global Custody

TABLE OF CONTENTS

I) GLOBAL CUSTODY	3
OTHER ITEMS	3
II) TERMS AND CONDITIONS	4
APPENDIX A	5
APPENDIX B - EXPLANATORY NOTES	6

Fee Schedule Addendum

This is an addendum to the fee schedule already in place between BNY Mellon and San Mateo County Treasurer's Office, which was effective July, 2014. This addendum is subject to the terms of the original fee schedule, except as otherwise noted in the addendum and has the effective date found on the Terms & Conditions section of this document.

I) Global Custody

Other Items

Global Class Action Proceeds Collected ¹	3%
---	----

II) Terms and Conditions

- For details on certain direct and indirect compensation that may be earned by BNY Mellon, please refer to our website: www.bnymellon.com/as-disclosures. Once on the site, the following password will be required to review the content: ASCOMP00 (note: the last 2 digits in the password are zeros).

Agreed and accepted for effective date July, 2021 by:

County of San Mateo

The Bank of New York Mellon

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: Nicole Fouron
Title: Director, Head of Rel Mgmt
Date: May 27, 2021

Appendix A

BNY Mellon guarantees the fees that are outlined in the fee agreement effective July 1, 2014 between The Bank of New York Mellon and San Mateo Treasurer's Office until July 31, 2022. Except otherwise provided under this fee schedule, this fee schedule shall remain in full force and effect until the effective date of a subsequent fee schedule executed by the parties hereto.

Appendix B - Explanatory Notes

Footnotes

Global Custody

1. BNY Mellon will file class action Proofs of Claim on your behalf for the duration of our contractual relationship. An amount equal to a percentage of the proceeds will be charged against each participating account at the time the proceeds are credited.