

**AMENDMENT TO STANDARD SERVICES
AGREEMENT NO. MS-M19-001 (PA 20-36)**

This Amendment to Standard Services Agreement No. MS-M19-001 (PA 20-36) is entered into this 21st day of June, 2022, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **KNN Public Finance LLC**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Standard Services Agreement No. MS-M19-001 (PA 20-36) was entered into on August 20, 2019; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the original Standard Services Agreement No. MS-M19-001 (PA 20-36), from June 30, 2022 to June 30, 2023; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the maximum billable amount set out in the original Standard Services Agreement No. MS-M19-001 (PA 20-36) from \$45,000 to \$112,500; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to supplement the original Standard Services Agreement No. MS-M19-001 (PA 20-36) with the attached "Appendix: Scope of Services"; and

WHEREAS, Exhibit B, Payment Terms, set out in the original Standard Services Agreement No. MS-M19-001 will be replaced with the attached, revised Exhibit B, Payment Terms.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the original Standard Services Agreement No. MS-M19-001 (PA 20-36) is hereby extended from June 30, 2022 to June 30, 2023.
2. The maximum billable amount set out in the original Standard Services Agreement No. MS-M19-001 (PA 20-36) is hereby increased from \$45,000 to \$112,500.
3. The attached "Appendix: Scope of Services" is hereby added into the original Standard Services Agreement No. MS-M19-001 (PA 20-36).
4. The attached Exhibit B, Payment Terms, hereby replaces the Exhibit B set out in the original Standard Services Agreement No. MS-M19-001 (PA 20-36).

All other terms and conditions of Standard Services Agreement No. MS-M19-001 (PA 20-36) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

By: [Signature]
DEPARTMENT HEAD

Date: 06/09/2022

Budgeted: ☒ Yes ☐ No

Budget Unit: MS (1940)

Line Item: 862189

Org Code:

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: 06/21/2022

ATTEST:

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]
Deputy 06/21/2022

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]
Deputy 06/21/2022

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 06/09/2022

CONTRACTOR/COMPANY NAME:

By: [Signature]

Date: June 10, 2022

NAME AND ADDRESS OF CONTRACTOR:

KNN Public Finance, LLC.
2054 University Avenue, Suite 300
Berkeley, CA 94704

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Matthew Kiedrowski
Deputy

Date: 06/09/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 06/09/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

Appendix: Scope of Services

KNN will serve as Mendocino County's Municipal Advisor for the County of Mendocino Certificates of Participation, Series 2022A ("2022 COPs"). The 2022 COPs will refund the County of Mendocino Refunding Certificates of Participation, 2012 Series A ("2012A COPs") and fund a number of new money capital projects. KNN's role is to guide the County through the process of issuing the 2022 COPs, while providing independent and conflict free financial advice. Services include the following:

- Prepare a financing schedule and distribution list and coordinate activities of financing team members and representatives of the County.
- Assist County in selection of financing team members (i.e., bond counsel/disclosure counsel, underwriter, investment advisor, trustee, escrow agent, verification agent, financial printer, etc.), as necessary.
- Analyze bond structures that will be most attractive to bond market participants and will result in the best pricing for the County.
- Prepare debt service analysis under alternative market, term and structure scenarios.
- Provide County staff with training and or regular updates on key issues relating to the proposed bond structure.
- Assist in review of all financing, legal, and disclosure documents.
- Assist in review of investment contracts. Make recommendation regarding termination or adjustment of existing contracts.
- Develop good faith estimates for County Board of Supervisors Resolution and Corporation Resolution.
- Develop rating agency strategy and approach. Prepare rating agency presentation and accompany County staff to rating agency meeting.
- Provide bond insurance and surety bond economic analysis.
- Assist County in presenting the financing to the Board of Supervisors, as requested.
- Monitor tax-exempt municipal bond market conditions; make recommendations regarding timing of pricing.
- For a negotiated sale, conduct underwriter RFP process, assist with negotiation of underwriting fees, prepare pricing comparables worksheet, and negotiate COP pricing on behalf of County.
- For a competitive sale, review Official Notice Inviting Bids, Official Notice of Sale, conduct pre- pricing market update call, take lead in marketing of transaction to bidding underwriting firms, coordinate timing and logistics of competitive bid, including confirmation of bids on day of sale.
- Review and provide updates to the County's debt policy, as requested.
- Prepare a post-sale closing memorandum.
- Provide advice regarding post issuance compliance requirements (i.e., arbitrage rebate, continuing disclosure, reporting to State Treasurer's Office, etc.).

EXHIBIT B

PAYMENT TERMS

COUNTY shall pay CONSULTANT for actual work performed and demonstration of work product accepted by the County for satisfactory completion of this Agreement as described in Exhibit A.

Upon acceptance of demonstrated work product, CONSULTANT will submit invoices no more than once every thirty (30) days, detailing the specific services provided and clearly explaining any incidental charges. Invoices will be reviewed by the department within seven (7) days.

Upon approval by the department, invoices will be submitted to the Auditor's Office for payment.

COUNTY will pay CONSULTANT for the services described in this Agreement, and shall not exceed One Hundred Twelve Thousand Five Hundred Dollars (\$112,500) for the term of this Agreement.

KNN Public Finance Hourly Rates for Municipal Financial Advisory Services to Mendocino County

2019 Hourly Rates

Managing Director	\$325
Director	315
Vice President	305
Assistant Vice President	295
Associate	245
Analyst	200

CONSULTANT's compensation for services outlined in the Appendix: Scope of Services is as follows:

1. A fixed non-contingent transaction fee of \$10,000
2. A fixed contingent transaction fee of \$100,000, which is contingent upon the successful pricing and closing of the 2022 Certificates of Participation, Series 2022A
3. Other expenses actually incurred by CONSULTANT with a not-to-exceed cap of \$2,500

The Consultant's hourly compensation rate may be increased by up to an amount not to exceed 3.0% for any Agreement year following the initial Agreement Year, with written approval from the County.

[END OF PAYMENT TERMS]