

AMENDMENT NUMBER 2 TO THE
AGREEMENT FOR ALLOCATION OF CONSTRUCTION AND FINANCING COSTS FOR AN
ANIMAL SERVICES SHELTER AT 865 OKLAHOMA AVENUE IN SAN LUIS OBISPO,
CALIFORNIA, BETWEEN THE CITIES OF ATASCADERO, ARROYO GRANDE, GROVER
BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO AND THE
COUNTY OF SAN LUIS OBISPO

THIS AMENDMENT No. 2 (“Amendment No. 2”), dated for reference as of December 10, 2019, to the Agreement (defined below), is entered into by and between the COUNTY OF SAN LUIS OBISPO (the “County”), and the cities of ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO (each, a “City,” and collectively, the “Cities,” and, together with the County, the “Parties”, or individually “Party”).

RECITALS

The County and each of the Cities previously entered into an Agreement (“Agreement”) for allocation of construction and financing costs for a new Animal Service Shelter at 865 Oklahoma Avenue in San Luis Obispo, California (“Shelter” or “Project”). The Agreement is dated as of February 1, 2017.

The Parties entered into Amendment No. 1 to the Agreement, dated June 5, 2018.

The County provided written notice of increased estimated construction costs to the Cities on July 18, 2019, pursuant to Section 3(a)(ii) of the Agreement.

The Cities approved the additional construction costs in writing, pursuant to Section 3(a)(ii) of the Agreement.

The Parties acknowledge the benefit of collaborative and joint efforts in constructing, financing, and managing the Shelter.

The Parties now enter into this Amendment No. 2 to memorialize the increased estimated construction costs for the Shelter. The Agreement, Amendment No. 1 and this Amendment No. 2 represent the entire agreement between the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals.

The above Recitals are true and correct.

2. Capital and Financing Costs

- a) The Project construction costs to be shared by the Parties were estimated at the time the Agreement was signed to be Thirteen Million One Hundred Seventy-Six Thousand Five Hundred Dollars (\$13,176,500). Pursuant to Amendment No. 1, the County agreed to reduce the costs allocated to the Cities by \$1 Million, thereby lowering the estimated shared constructions costs to Twelve Million One Hundred Seventy-Six Thousand Five Hundred Dollars (\$12,176,500). Pursuant to this Amendment No. 2, and in consideration of the Design-Build contract amount for the Project, the Project construction costs to be shared by the Parties shall not exceed Eighteen Million Nine Hundred Ninety-Nine Thousand Seven Hundred Seventy-Three Dollars (\$18,999,773).
- b) Estimated financing costs are shown in Attachment A to this Amendment No. 2 and may vary depending on the applicable interest rate and whether there are out of pocket costs to obtain

financing (collectively "Estimated Project Financing Costs"). If the actual interest rate is higher or lower than that estimated on Attachment A, the actual financing costs will vary.

3. In the event of a conflict between the terms of the Agreement, Amendment No. 1 and this Amendment No. 2, the terms of this Amendment No. 2 shall prevail.

IN WITNESS WHEREOF, by their execution below, the Parties agree to be bound by the provisions of this Amendment, and the Board of Supervisors of the COUNTY OF SAN LUIS OBISPO has authorized and directed the Chairperson of the Board of Supervisors to execute this Agreement for and on behalf of the County, and the Cities of ATASCADERO, ARROYO GRANDE, GROVER BEACH, MORRO BAY, PASO ROBLES, PISMO BEACH, AND SAN LUIS OBISPO have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their Clerks.

Dated: _____

COUNTY OF SAN LUIS OBISPO

Clerk of the Board

Dated: 11.12.2019

Lara K. Christensen
City Clerk

CITY OF ATASCADERO

By: Rachelle Rickard, City Manager

Dated: _____

CITY OF ARROYO GRANDE

City Clerk

By:

Dated: _____

CITY OF GROVER BEACH

City Clerk

By:

Dated: _____

CITY OF MORRO BAY

City Clerk

By:

Dated: _____

CITY OF PASO ROBLES

City Clerk

By:

financing (collectively "Estimated Project Financing Costs"). If the actual interest rate is higher or lower than that estimated on Attachment A, the actual financing costs will vary.

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Dated: _____

COUNTY OF SAN LUIS OBISPO

Clerk of the Board

Dated: _____

CITY OF ATASCADERO

City Clerk

By:

Dated: 11.14.2019

CITY OF ARROYO GRANDE

Kelly Weckow
City Clerk

By:

JAMES BERGMAN
CITY MANAGER

Dated: _____

CITY OF GROVER BEACH

City Clerk

By:

Dated: _____

CITY OF MORRO BAY

City Clerk

By:

Dated: _____

CITY OF PASO ROBLES

City Clerk

By:

financing (collectively "Estimated Project Financing Costs"). If the actual interest rate is higher or lower than that estimated on Attachment A, the actual financing costs will vary.

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Dated: _____

COUNTY OF SAN LUIS OBISPO

Clerk of the Board

Dated: _____

CITY OF ATASCADERO

City Clerk

By:

Dated: _____

CITY OF ARROYO GRANDE

City Clerk

By:

Dated: 11/21/2019

CITY OF GROVER BEACH,

Wendy B. Sims

City Clerk

By:

Dated: _____

CITY OF MORRO BAY

City Clerk

By:

Dated: _____

CITY OF PASO ROBLES

City Clerk

By:

financing (collectively "Estimated Project Financing Costs"). If the actual interest rate is higher or lower than that estimated on Attachment A, the actual financing costs will vary.

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Dated: _____

COUNTY OF SAN LUIS OBISPO

Clerk of the Board

Dated: _____

CITY OF ATASCADERO

City Clerk

By:

Dated: _____

CITY OF ARROYO GRANDE

City Clerk

By:

Dated: _____

CITY OF GROVER BEACH

City Clerk

By:

Dated: 11/12/19

CITY OF MORRO BAY

Diana Swanson
City Clerk

By: Scott Collins, City Manager

Dated: _____

CITY OF PASO ROBLES

City Clerk

By:

financing (collectively "Estimated Project Financing Costs"). If the actual interest rate is higher or lower than that estimated on Attachment A, the actual financing costs will vary.

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Dated: _____

COUNTY OF SAN LUIS OBISPO

Clerk of the Board

Dated: _____

CITY OF ATASCADERO

City Clerk

By:

Dated: _____

CITY OF ARROYO GRANDE

City Clerk

By:

Dated: _____

CITY OF GROVER BEACH

City Clerk

By:

Dated: _____

CITY OF MORRO BAY

City Clerk

By:

Dated: 11/26/19

CITY OF PASO ROBLES

Melissa Martin
City Clerk

THOMAS BRUCEY
By: its City Manager

Dated: 11/26/2019

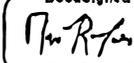
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City Clerk

Dated: _____

City Clerk

CITY OF PISMO BEACH

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By:

City Manager

CITY OF SAN LUIS OBISPO

By:

Dated: _____

CITY OF PISMO BEACH

City Clerk

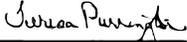
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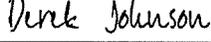
Dated: 11/21/2019

CITY OF SAN LUIS OBISPO

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DocuSigned by:





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City Clerk

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By: City Manager

Exhibit A

to MOA Amendment No. 2

**SLO County Animal Services Facility
 Financing cost estimates at proposal costs
 July 25, 2019 market update**

MOU (low end)		Estimated Annual Debt Service at July 25th market update			
Project cost	\$ 13,176,500	Scope Cost		\$ 20,348,740	
<i>County Contribution</i>	\$ (1,000,000)	less: County-only Road Costs		\$ (348,967)	
Shared debt	\$ 12,176,500	less: County Contribution		\$ (1,000,000)	
		Amount Financed		\$ 18,999,773	
25yr - 3.5%		Additional Annual Debt Service vs. MOU 25yr - 3.24%			
Agency	Share	<i>low-end</i>			
Arroyo Grande	5.94%	\$ 45,523	\$ 20,231	\$ 65,753	
Atascadero	15.03%	115,186	51,190	166,376	
Grover Beach	3.12%	23,911	10,626	34,537	
Morro Bay	2.90%	22,225	9,877	32,102	
Paso Robles	18.15%	139,097	61,816	200,913	
Pismo Beach	1.19%	9,120	4,053	13,173	
San Luis Obispo	10.03%	76,868	34,160	111,028	
Unincorporated	43.64%	334,447	148,630	483,077	
Avg Annual Payment	100.00%	\$ 766,377	\$ 340,582	\$ 1,106,959	