

**SECOND AMENDMENT TO THE AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
PROFESSIONAL ASSOCIATION FOR CHILDHOOD EDUCATION**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PROFESSIONAL ASSOCIATION FOR CHILDHOOD EDUCATION, hereinafter called "Contractor";

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 on July 1, 2005 for the provision of Stage 2 child care and development services as required by the California Department of Education by Resolution Number 067448; and

WHEREAS, the parties entered into a First Amendment on September 12, 2006 by Resolution Number 068279 to allocate funding from the California Department of Education for FY 2006-07 for the continuation of services.

WHEREAS, the parties wish to further amend the Agreement to allocate funding from the California Department of Education for FY 2007

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

1. Section 1: **Exhibits and Attachments** is hereby amended and restated in its entirety to read as follows:

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A - Program Description

**Exhibit B - Revised 06/07 -Fiscal Provision and Payment Schedule**

Exhibit C - Performance Guidelines

Attachment I - §504 Compliance

Attachment J - Equal Benefits Compliance Declaration

2. Section 2: **Services to be performed by Contractor** is hereby amended and restated in its entirety to read as follows:

In consideration of the payments set forth herein and in **Exhibit "B revised 06/07,"** Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" and Exhibit "C."

3. Section 3: **Payments** is hereby amended and restated in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A" and Exhibit "C," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "**B revised 06/07.**" The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. **The Second Amendment increases the Agreement by \$424,352 for services in FY 2007-08. Funding for FY 2007-08 is contingent on the final amount of funding allocated to the County by the California Department of Education. In no event shall the County's total fiscal obligation under this Agreement exceed one million four hundred forty two thousand four hundred thirty six dollars, (\$1,442,436) for the term of the Agreement.**

4. This Second Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement 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 concerning the amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this First Amendment shall not be effective unless set forth in a writing executed by both parties.
5. **All other terms and conditions of the Agreement dated July 1, 2005 and subsequent Amendment between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

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

PROFESSIONAL ASSOCIATION FOR CHILDHOOD EDUCATION

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

**FISCAL PROVISION AND PAYMENT SCHEDULE**  
**Professional Association for Childhood Education (PACE)**  
**July 1, 2005 through June 30, 2008**

Each year the contractor receives an allocation of the funds allotted to the Human Services Agency (HSA) by the California Department of Education (CDE). HSA annually, at its discretion, will determine Stage 2 funding distribution percentages for any Stage 2 funds received from CDE. Only 15% of the funds allocated to PACE each Fiscal Year may be used for administrative costs as defined by CDE.

**Fiscal Provisions**

	<b>FY 2005-06</b>	<b>FY 2006-07</b>	<b>FY 2007-08</b>
<b>PACE Allocation</b>	\$ 533,355	\$484,729	* \$424,352
<b>CDE Allocation to HSA</b>	\$ 2,666,775	\$2,423,645	* \$2,121,757

\* The Final Amount for FY 2007-08 is contingent upon the amount allotted to the County of San Mateo from CDE.

**Payment Schedule**

For FY 2005-06 the Contractor was paid \$533,355 and for FY 2006-07 the Contractor was paid \$484,729 for services described in Exhibit A.

Upon execution of this First Amendment, the County shall pay Contractor one lump sum of \$141,456, or 1/3 of Contractor's total allocation for the FY 2007-08, as advance payment towards allowable invoiced costs for services described in Exhibit A. In the event that such costs are a negative amount, such costs will be deducted from future allowable invoiced costs until fully liquidated. The remaining \$282,896 will be paid to the contractor as described below after the \$141,456 advance payment has been liquidated, for allowable costs invoiced for services as described in Exhibit A.

PACE will invoice the County by the 15<sup>th</sup> of each month and will submit form 9500-AP by the 17<sup>th</sup> of each month for services performed for the previous month. Form 9500-AP is a reporting form required by CDE. Upon receipt and approval of monthly invoice and 9500-AP form, HSA shall issue to PACE by the 30<sup>th</sup> of the month an amount equal to the allowable costs of the invoice.

The Contractor shall provide child care services to families/children to fully expend the contract amount allocated by the Human Services Agency for each

Fiscal Year of the contract. In no event shall services exceed \$533,355 for FY 2005-06 and \$484,729 for FY 2006-07 and \$424,352 for FY 2007-08. The total Agreement obligation is \$1,442,436.