

**THIRD AMENDMENT TO THE AGREEMENT  
BETWEEN  
COUNTY OF SAN MATEO  
AND  
CHILD CARE COORDINATING COUNCIL**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CHILD CARE COORDINATING COUNCIL, 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 for the purpose of providing Stage 2 Child Care and Child Development services as required by the California Department of Education on July 22, 2008; and

WHEREAS, the parties amended the Agreement on August 4, 2009, to add funding for Fiscal Year 2009-10, and again on June 8, 2010, to add the remaining allocation for FY 2009-10.

WHEREAS, the parties now wish to further Amend the Agreement to add the allocation for FY 2010-11.

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

1. Section 3 of the Agreement is amended to read as follows:

**Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits "B", "B1", and "B2", County shall make payments to Contractor based on the rates and in the manner specified in Exhibits "D", "D1", "D2" and "D3". The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's fiscal obligation for Fiscal Year 2010-11 exceed \$4,207,905.

2. Exhibit D3 – Method and Rate of Payment - is added to the Agreement (See Attached).

3. All other terms and conditions of the Agreement dated July 22, 2008, and as Amended on August 4, 2009, and June 8, 2010, 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: \_\_\_\_\_  
Richard S. Gordon, President, Board of Supervisors,  
San Mateo County

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

ATTEST:

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

CHILD CARE COORDINATING COUNCIL

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

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

**METHOD AND RATE OF PAYMENT  
Child Care Coordinating Council (4Cs)  
July 1, 2010 through June 30, 2011**

In consideration of the services provided by Contractor in Exhibits B, B1 and B2, County shall pay Contractor based on the following fee schedule:

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. For FY 2010-11 this amount is 70% of the total funds received by HSA from CDE. Allowable administrative costs may not exceed the percentage amount permitted for such costs by the laws and regulations of the State of California including, but not limited to, the California Code of Education, California Code of Regulations Title 5 and California Department of Education Child Development Division C2AP Stage 2 Contract Funding Terms and Conditions.

**Fiscal Provisions**

Allocations	FY 2009-10	FY 2010-11
4Cs Allocation	\$1,423,404	\$789,501
CDE Allocation to HSA	\$2,033,435	\$1,127,859

**Payment Schedule**

This Third Amendment provides the contractor an allocation in the amount of \$789,501 for FY 2010-11 for a total contract amount of \$4,207,905. The County shall pay Contractor toward allowable invoiced costs for services described in Exhibits B, B1 and B2. Upon execution of this Amendment, the County shall pay Contractor \$394,751 or 1/2 of the Contractor's total allocation for the FY 2010-11, as advance payment toward allowable invoiced costs for services described in Exhibits B, B1, and B2. 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 \$394,750 will be paid to the Contractor as described below after the \$394,751 advance payment has been liquidated, for allowable costs invoiced for services as described in Exhibits B, B1, and B2.

The Contractor shall provide monthly reporting as described in Exhibit C and provide services as described in Exhibits B, B1 and B2 to fully expend the contract amount allocated by HSA for each Fiscal Year of the contract. In no event shall services exceed \$789,501 for FY 2010-11.