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

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this

August 26, 2025 , by and between the County of San Mateo, hereinafter called

"County," and Child Care Coordinating Council of San Mateo County, hereinafter called

"Contractor";

## WITNESSETH:

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, on June 25, 2024, the Board adopted Resolution No. 080534 that entered an agreement (the "Agreement") for a term of May 1, 2024 through June 30, 2025, for a total obligation amount not to exceed \$582,204 for the purpose of administering the one-time Transitional Provider Subsidy Payment pursuant to Child Care Bulletin (CCB) No. 23-32 and monthly Cost of Care Plus to child care providers pursuant to CCB No. 23-37, and

WHEREAS, per Resolution No. 080534, the Director of Human Services Agency is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in the aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions; and

WHEREAS, on June 23, 2025, Human Services Agency amended the Agreement to increase funding by \$25,000 for a new total obligation of \$607,204 and extended the term through June 30, 2026, and

WHEREAS, the parties now wish to amend the Agreement to increase funding by \$702,796 for a new total obligation of \$1,310,000 and extend the term through July 31, 2026, and

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

1. Section 3 Payments is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION THREE HUNDRED TEN THOUSAND DOLLARS (\$1,310,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**2.** Section 4 Term is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 01, 2024 through July 31, 2026.

3. All other terms and conditions of the agreement dated June 25, 2024 and amendment dated June 23, 2025 between the County and Contractor 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 Contractor:

Docusigned by:  Pavid Fluislyman  EC13B1AE4D33409	7/29/2025	David Fleishman
Title: Executive Director Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

President, Board of Supervisors, San Mateo County

Date: August 26, 2025

Resolution No. 081394

ATTEST:

By:

Clerk of Said Board