

**San Francisco Children and Families Commission
1390 Market Street, Suite 318
San Francisco, CA 94102**

Third Amendment

THIS AMENDMENT (this “Amendment”) is made as of **May 28, 2014**, in San Francisco, California, by and between **WestEd** (“Grantee”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its San Francisco Children and Families First Commission (DBA First 5 San Francisco).

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below):

To provide citywide quality rating and program improvement services to early care and education providers; and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount and update the performance measures;

NOW, THEREFORE, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term “Agreement” shall mean the Agreement dated **July 12, 2012** between Grantee and City, as amended by the, as amended by the:

First Amendment, dated **March 15, 2013**; and
Second Amendment, dated **September 19, 2013**

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Section 5.1. Section 5.1 Maximum Amount of Grant Funds of the Agreement currently reads as follows:

In no event shall the amount of Grant Funds disbursed hereunder for Quality Rating Services exceed **SEVEN HUNDRED FIFTY SIX THOUSAND SIX HUNDRED AND FIVE** Dollars (**\$756,605.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2013**.

In no event shall the amount of Grant Funds disbursed hereunder for Quality Improvement Services exceed **NINE HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED FOURTEEN** Dollars (**\$963,514.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2013**.

In no event shall the amount of Grant Funds disbursed hereunder for Quality Improvement Services exceed **ONE-MILLION FOUR HUNDRED EIGHTEEN THOUSAND AND TWENTY FIVE** Dollars (**\$1,418,025.00**) in the period from **JULY 1, 2013** to **JUNE 30, 2014**.

Nor shall the amount of Grant Funds disbursed hereunder exceed **FOUR MILLION NINE HUNDRED AND FOUR THOUSAND AND SEVENTY EIGHT** Dollars (**\$4,904,078.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2015**.

Such section is hereby amended in its entirety to read as follows:

In no event shall the amount of Grant Funds disbursed hereunder for Quality Improvement Services exceed **THREE MILLION TWO-HUNDRED AND SEVEN THOUSAND SEVEN-HUNDRED AND SEVENTEEN** Dollars (**\$3,207,717.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2015**, plus any Contingent Funds **authorized by First 5 San Francisco and certified by the Commission of First 5 San Francisco and the Controller's Office.**

In no event shall the amount of Grant Funds disbursed hereunder for Quality Rating Services exceed **TWO MILLION NINE-HUNDRED AND TWELVE THOUSAND FOUR-HUNDRED AND EIGHTY-FIVE** Dollars (**\$2,912,485.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2015**, plus any Contingent Funds **authorized by First 5 San Francisco and certified by the Commission of First 5 San Francisco and the Controller's Office.**

In no event shall the amount of Contingent Funds disbursed hereunder exceed **SIX-HUNDRED AND TWELVE THOUSAND AND TWENTY** Dollars (**\$612,020.00**) in the period from **JULY 1, 2014** to **JUNE 30, 2015**, **pending availability of funding and subject to authorization by First 5 San Francisco and certified by the Commission of First 5 San Francisco and the Controller's Office.**

The maximum amount of Grant Funds and Contingent Funds disbursed hereunder shall not exceed **SIX-MILLION SEVEN-HUNDRED THIRTY-TWO THOUSAND TWO-HUNDRED AND TWENTY-TWO** Dollars (**\$6,732,222.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2015**.

Grantee understands that, of the maximum amount of funds stated under Section 5.1 of this Agreement, **the amount listed as the Contingent Funds will not be available and may not be used in program budgets attached to Appendix B of this Agreement without an approved budget modification by First 5 San Francisco.** Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by First 5 San Francisco and the Controller's Office. Grantee agrees to fully comply with these laws, regulations, policies, and procedures.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **the date of this Amendment.**

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

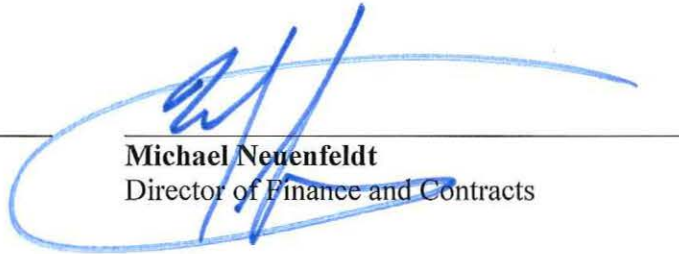
CITY

GRANTEE

Recommended by:


WestEd


Laurel Kloomek
Executive Director


Michael Neuenfeldt
Director of Finance and Contracts

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Virginia Dario-Elizondo
Deputy City Attorney