

**AMENDMENT NO. 2
NAPA COUNTY AGREEMENT NO. 190277B**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 170266B is effective as of this ____ day of_____, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA**, a California nonprofit corporation whose business address is 987 Airway Court., Santa Rosa, CA 95403, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on April 16, 2019, COUNTY and CONTRACTOR entered into Agreement No. 190277B for CONTRACTOR to and operate a resource center and emergency shelter to families referred through Napa's Coordinated Entry System, 7 days per week, 365 days per years; and

WHEREAS, Agreement No. 190277B included a provision to review operational costs within one year of the Agreement date to make necessary adjustments; and

WHEREAS, the parties wish to amend the Agreement to incorporate Exhibit B-2 and adjust the compensation.

TERMS

NOW, THEREFORE, the parties amend the Agreement as follows:

1. Exhibit B-2: Compensation, attached hereto and incorporated here by reference, shall replace Exhibit B and Exhibit B-1: Compensation of the Agreement and prior amendments.
2. In all other respects the Agreement shall remain in full force and effect as originally approved.

[REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to Agreement No. 190277B as of the first date written above.

CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA

By _____
LEN MARABELLA, Executive Director

By _____
ROBERT F. VASA, Bishop of Santa Rosa

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Deputy County Counsel Date: July 19, 2022	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: Neha Hoskins Clerk of the Board of Supervisors By: _____
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EXHIBIT B-2

COMPENSATION

**From the effective date of this Agreement through June 30, 2020
and each automatic renewal thereof**

CONTRACTOR shall be compensated a maximum of Three Hundred and Sixty Thousand Dollars (\$360,000) per fiscal year based on the budget shown below, provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

CONTRACTOR shall be paid upon receipt of an invoice which details the expenditures being billed and provides supporting documentation, i.e. payroll reports, travel receipts, etc.

BUDGET

Personnel	\$ 268,315
Travel/Training	\$ 1,200.00
Utilities	\$ 20,000
Program Food	\$ 8,000
Supplies	\$ 3,500
Maintenance & Repair	\$ 5,000.00
Taxes, Real Estate	\$ 1,500.00
Insurance, Liability & Property	\$ 1,630.00
Communications, Phone, Internet	\$ 20,000
Subtotal	\$ 2 329,145
IDC (billed by source)	\$ 21,582.04
IDC Rate	6.557%
Total Expenses	\$ 350,727.04

CONTRACTOR may modify the maximum amount of individual budget items as long as the dollar amount of any individual budget item is not reduced to less than 10% of its original amount and the total maximum fiscal year dollar amount for all budgeted items remains unchanged with the approval of the Director of COUNTY's Housing and Homeless Services Division or designee. Such changes shall not be effective unless and until written notice of the date and nature of the change and the consent by CONTRACTOR and the foregoing Housing and Homeless Services Division representative has been given in writing to the COUNTY Auditor Controller and the Clerk of COUNTY's Board of Supervisors. No such changes in the budget shall add a new type of service(s) to the Program description set forth in Exhibit A or shall increase the rate of the Administrative Cost line item.