

**AMENDMENT NO. 3
NAPA COUNTY AGREEMENT NO. 190277B**

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 190277B is effective as of this 1st day of July, 2025, 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 operate a resource center and emergency shelter for families referred through Napa's Coordinated Entry System, 7 days per week, 365 days per year; 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-3 and adjust the compensation

TERMS

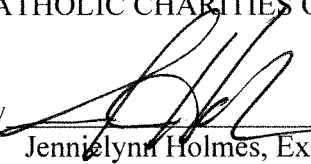
NOW, THEREFORE, the parties amend the Agreement as of the effective date of this Amendment as follows:

1. Exhibit B-3: Compensation, attached hereto and incorporated here by reference, shall replace prior Exhibit B in the original Agreement and subsequent amendments thereto.
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. 3 to Agreement No. 190277B as of the first date written above.

CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA

By  _____
Jennielyn Holmes, Executive Director

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian Deputy County Counsel</p> <p>Date: August 22, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: Neha Hoskins Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT B-3

COMPENSATION

**From the effective date of this Agreement through June 30, 2026
and each automatic renewal thereof**

CONTRACTOR shall be compensated a maximum of Four Hundred Thousand Dollars (\$400,000) 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	\$ 305,847
Travel/Training	\$ 620
Utilities	\$ 26,200
Program Food	\$ 12,000
Supplies	\$ 4,000
Maintenance & Repair	\$ 7,000.00
Taxes, Real Estate	\$ 1,500.00
Insurance, Liability & Property	\$ 1,630.00
Client Assistance	\$1,589
Communications, Phone, Internet	\$ 15,0000
Subtotal	\$375,386
IDC (billed by source)	24,614
IDC Rate	6.557%
Total Expenses	\$ 400,000

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 Community Services 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 Community 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.