THIRD AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAMARITAN HOUSE

| THIS AMENDM | ENT TO THE AGREEMENT, entered into this | day of |
|--------------------------|---|-------------|
| , 20 | , by and between the COUNTY OF SAN MATEO, | hereinafter |
| called "County," and San | naritan House, 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, via Resolution No. 079093 on August 2, 2022, the parties entered into an Agreement for the purpose of providing non-congregate homeless shelter services at El Camino House in the amount of \$3,286,669 for the term of July 1, 2022 through June 30, 2024; and

WHEREAS, via Resolution No. 080354 on May 21, 2024, the parties amended the Agreement to add \$1,730,235 in funds and extended the term of the Agreement through June 30, 2025, for a revised total obligation not to exceed \$5,016,904; and

WHEREAS, on May 6, 2025 the parties amended the Agreement to add Exhibits G, H, J, and K related to the use of CDBG-CV funds; and

WHEREAS, the parties now wish to amend the Agreement to extend the term of the Agreement two years for a revised term of July 1, 2022 through June 30, 2027 and add \$3,460,470 in funds and for a revised total not to exceed \$8,477,374.

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

1. Section 3. Payments of the agreement 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 Exhibits A, C, D, E, and Attachments F and P, 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 EIGHT MILLION FOUR HUNDRED SEVENTY-SEVEN THOUSAND THREE HUUNDRED SEVENTY-FOUR DOLLARS (\$8,477,374). 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. <u>Term</u> of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2022, through June 30, 2027.

3. Section <u>17. Notices</u> in the case of County and in the case of Contractor are amended as below:

In the case of County, to:

Name/Title: Amy Davidson, Director of Center on Homelessness

Address: 500 County Center, Redwood City, CA 94063

Telephone: 650-670-2546 Email: adavidson@smcgov.org

In the case of Contractor, to:

Name/Title: Laura E. Bent, Chief Executive Officer Address: 4031 Pacific Blvd, San Mateo, CA 94403

Telephone: 650-523-0812

Email: laura@samaritanhousesanmateo.org

3. Exhibit B – Payments and Rates, Section A.1 of the agreement is amended as follows:

- 1. Invoice County on a monthly basis for services shown in Exhibit A based on the allocation amounts/budget listed below. Invoices must be accompanied by a line-item accounting for monthly expenses and evidence of work performed, or costs incurred including but not limited to timesheets, copies of bills, or packing slips. All invoices must include any required backup documentation and reports (as listed in Exhibit C) and will be submitted electronically to Matthew Hayes at MHayes@smcgov.org or designee. Monthly invoices are due by the 20th of the month following the end of the previous month. Due to the County's year end close, the invoice for services rendered in June are due by June 20th with reporting due on July 20th. Invoices shall be itemized and include at a minimum the following information:
 - a. Vendor address
 - HSA administrative address: 500 County Center, Redwood City, CA 94063
 - c. Remit payment address
 - d. Agreement number
 - e. Date(s) of service
 - f. Cost of service(s)

- g. "See attached" if/when back up documentation or reports are provided in addition to the invoice.
- 4. Exhibit B Payments and Rates, Section A.3 of the agreement is amended is follows:
 - 3. Allocation Amounts

| FY 2022 – 2023 | \$1,606,829* |
|------------------|--------------|
| FY 2023 - 2024 | \$1,679,840 |
| FY 2024 - 2025 | \$1,730,235 |
| FY 2025 – 2026 | \$1,730,235 |
| FY 2026 - 2027 | \$1,730,235 |
| Total Obligation | \$8,477,374 |

^{*}This amount includes start-up costs

- **5.** Exhibit B **4.** Budgets are added to the agreement as attached Exhibit B1.
- **6. Exhibit C, Section A. Performance Measures** matrix is amended to read as follows:

| Measure | Yearly Targets |
|---|---------------------|
| Exits to Permanent Housing Percentage of all leavers who exited to a permanent situation | 40% |
| Length of Stay Average length of stay for program participants – Leavers and Stayers | 120 days or less |
| Increased Employment Income Percentage of adult leavers who exited and stayers (who stayed for 12 months or more) with increased employment income | 20% |
| Increased Non-Employment Income Percentage of adult leavers who exited and stayers (who stayed for 12 months or more) with increased non-employment income | 20% |
| Occupancy Rate The ratio of occupied units to the total number of available and habitable/online units | 95% |
| HMIS Data Quality Percentage of null/missing and don't know/refused values for Project Start Date, Disabling Condition, Destination, Income and Sources at Start, Income and Sources at Annual Assessment, Income and Sources at Exit, Chronic Homelessness | Less than 5% |

7. All other terms and conditions of the agreement dated August 2, 2022, between the County and Contractor shall remain in full force and effect.

| | of and in agreement wi atives, affix their respec | | e parties, by their duly authorized |
|-------------|--|---------------------------|-------------------------------------|
| For Contra | actor: Samaritan House | | |
| | DocuSigned by: Laura Bent CAR21F0AA7FF422 | 5/9/2025 | Laura Bent |
| Contractor | CAB21E0AA7EF422 | Date | Contractor Name (please print) |
| COUNTY | OF SAN MATEO | | |
| By Pr | | rvisors, San Mateo County | |
| Da | ate: | | |
| ATTEST: | | | |
| Ву: | | | |
| Clerk of Sa | aid Board | | |

Exhibit B1- Budgets

| | 1 | | | <u> </u> | AHIDI | 1 BI- B | <u>suugets</u> |
|---|----------------------------|------------------|--------|----------|---|--------------------------------------|--|
| Agency: Samaritan House | | | | | | | |
| El Camino House FY25-26 | | | | | | | |
| Line Item | Total Program Budget | | wi | | quest (how s requested P be used) | | |
| Revenue | | | | | | | |
| Funding being requested via this RFP | \$ 1,730,235 | | \$ 1,7 | | ,730,235.00 | | |
| Samaritan House general fundraising Total Revenue | \$ 431,649 \$ 2,161,884 | | \$ | \$ 1,730 | | | |
| Expenses | | | | | | | |
| Personnel Expenses | | | | Г | | | |
| Cist all staff positions that are a part of the Core Service Agency program (the amounts listed in column C should include salaries, benefits and | | | FTE* | | | FTE funded by HSA | Description/Explanation |
| taxes for these positions). | | | | | | Funding** | |
| | L | | | \$ | - | 0.00 | |
| Chief Operating Officer | \$ | 16,080 | 0.08 | \$ | 40.447 | 0.00 | |
| Shelter Director Shelter Operations Manager | \$ | 40,447 84,882 | 1.00 | \$ | 40,447 84,882 | 0.33 1.00 | |
| Intake Coordinator | \$ | 69,845 | 1.00 | \$ | 69,845 | 1.00 | |
| Case Managers | \$ | 208,575 | 3.00 | \$ | 208,575 | 3.00 | |
| Housing Liasion | \$ | 57,845 | 1.00 | \$ | 43,384 | 0.75 | |
| Program Aides | \$ | 395,147 | 7.70 | \$ | 316,118 | 6.50 | |
| Data Analyst | \$ | 19,872 | 0.20 | \$ | - | 0.00 | |
| Facilities Manager | \$ | 18,630 | 0.18 | \$ | - | 0.00 | |
| Shelter Operations Specialist | \$ | 24,024 | 0.33 | \$ | - | 0.00 | |
| | \$ | - | | \$ | - | 0.00 | |
| | | | | | | | |
| Benefits / fringe (24%) | \$ | 224,483 | | \$ | 155,703 | | |
| | ₩ | | | L | | | |
| C.L. (IB) | | 1 150 030 | 14.03 | | 918,953 | 12.50 | |
| Subtotal Personnel Operating Expenses - MTDC | 3 | 1,159,830 | 14.82 | \$ | 918,955 | 12.58 | Dii/EIi |
| Operating Expenses - MTDC | | | | _ | | | Description/Explanation |
| Program Supplies | \$ | 17 | 75,500 | \$ | 149,175 | | General Shelter supplies, room supplies, meal service, food for clients |
| Telephone/Communications | \$ | | 16,000 | \$ | 16,000 | | Communications services, internet |
| Subscriptions (Client TV services) | \$ | | 16,000 | \$ | 16,000 | | Direct TV for client rooms |
| Mileage | \$ | | 500 | \$ | 500 | | Diet I viol citem room |
| Outside Services - Direct Security services | \$ | 22 | 20,752 | \$ | 206,926 | | Shelter Security |
| Temporary Staffing | \$ | | 90,000 | \$ | 75,000 | | Backfill staff for absences, leaves and turnover |
| Housekeeping Client rooms | \$ | 12 | 22,000 | \$ | 122,000 | | Resident room cleaning, resident linen services |
| | Ħ | | | Ė | | | |
| Subtotal Operating Expenses - MTDC | \$ | (| 40,752 | \$ | 585,601 | | |
| Operating Expenses - non-MTDC | | | | _ | | | |
| Utilities Indirect | \$ | | - | | | | |
| Rent Indirect | \$ | | - | | | | |
| Repairs and Maintenance | \$ | | 3,000 | | | | Facility repairs / maintenance |
| General Janitorial | \$ | | - | | | | |
| Recruitment | \$ | | 7,000 | L | | | Recruitment fees |
| Travel, Meetings and Conferences | \$ | | 2,250 | L | | | Meeting expense |
| License Dues and Subscriptions | \$ | | - | L | | | |
| Employee training | \$ | | 6,000 | \vdash | | | Ongoing direct employee training |
| Equipment Rental | \$ | | 7,200 | \vdash | | | Copier / duplication / scanning equipment |
| Insurance Fees and Taxes | \$ | | 4,065 | \vdash | | | liability and social service coverage |
| | \$ | 4 | | \vdash | | | Information technology, MSP, Saas products (Apply, ECM) |
| Outside Services / IT indirect Depreciation / Occupancy | \$ | | 58,000 | \vdash | | | information technology, Wor, Saas products (Apply, ECM) |
| Other Fees | \$ | | 3,700 | \vdash | | | Payroll fees and other various |
| | + | | 2,,00 | H | | | |
| | \$ | | - | T | | | |
| | | | | Г | | | |
| | | | | | | | |
| | \perp | | | Ĺ | | | |
| Subtotal Operating Expenses - non-MTDC | \$ | | 91,215 | \$ | - | | |
| Indirect Costs (up to 15% of Personnel & Operating MTDC—see RFP) | | | | | | FTE funded by HSA Funding** | Description/Explanation |
| Maximum Indirect Costs | \$ | 21 | 70,087 | \$ | 225,683 | | |
| Indirect Costs (using 15% di minimis method) | s | 21 | 70,087 | \$ | 225,682 | 0.00 | Indirect costs, fiscal management, HR, and other overhead (limited to 15% of MTDC) |
| Subtotal Indirect Costs | \$ | 2. | 70,087 | \$ | 225,682 | 0.00 | |
| Total Expenses | \$ | | 61,884 | _ | 1,730,235 | | |
| • | \$ | | (0) | | (0) | | |
| | | | | | 10.4% | | Total % of County reimburse of Indirect |

| Agency: Samaritan House | | | | | | | |
|--|-------------------------|-------------------|---|----------|-------------------|---|--|
| El Camino House | 1 | | | | | | |
| FY26-27 | | | | | | |] |
| Line Item | Total Program Budget | | Funding Request (how will the funds requested via this RFP be used) | | | | |
| Revenue | | | | | | | |
| Funding being requested via this RFP | \$ | 1.7 | 30,235 | \$ | 1 | ,730,235.00 | |
| randing being requested via this terr | | | | Ť | | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | |
| Samaritan House general fundraising | \$ | 43 | 31,649 | | | | |
| | + | | | | | | |
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| | + | | | | | | |
| | t | | | | | | |
| | 1 | | | | | | |
| | + | | | | | | |
| Total Revenue | \$ | 2,1 | 61,884 | \$ | | 1,730,235 | |
| Expenses | | | | | | | |
| D 15 | | | Π | Г | | Pare | |
| Personnel Expenses (List all staff positions that are a part of the Core Service Agency | | | | | | FTE funded by | |
| program (the amounts listed in column C should include salaries, | | | FTE* | | | HSA | Description/Explanation |
| benefits and taxes for these positions). | | | | | | Funding** | |
| | - | 16.000 | 0.00 | \$ | - | 0.00 | |
| Chief Operating Officer Shelter Director | \$ | 16,080 40,447 | 0.08 | \$ | 40,447 | 0.00 | |
| Shelter Operations Manager | \$ | 84,882 | 1.00 | \$ | 84,882 | 1.00 | |
| Intake Coordinator | \$ | 69,845 | 1.00 | \$ | 69,845 | 1.00 | |
| Case Managers Housing Liasion | \$ | 208,575 57,845 | 3.00 1.00 | \$ | 208,575 43,384 | 3.00 0.75 | |
| Program Aides | \$ | 395,147 | 7.70 | \$ | 316,118 | 6.50 | |
| Data Analyst | \$ | 19,872 | 0.20 | \$ | - | 0.00 | |
| Facilities Manager Shelter Operations Specialist | \$ | 18,630 24,024 | 0.18 | \$ | | 0.00 | |
| 1 | \$ | - | | \$ | - | 0.00 | |
| Benefits / fringe (24%) | \$ | 224,483 | - | \$ | 155,703 | | |
| Denents / Hinge (2470) | | 224,463 | | J. | 133,703 | | |
| | | | | | | | |
| Subtotal Personnel Operating Expenses - MTDC | \$ | 1,159,830 | 14.82 | \$ | 918,953 | 12.58 | Description/Explanation |
| Program Supplies | s | 1' | 75,500 | \$ | 149,175 | | General Shelter supplies, room supplies, meal service, food for |
| | \$ | | | | | | clients |
| Telephone/Communications Subscriptions (Client TV services) | \$ | | 16,000 | \$ | 16,000 16,000 | | Communications services, internet Direct TV for client rooms |
| Mileage | \$ | | 500 | \$ | 500 | | |
| Outside Services - Direct Security services | \$ | | 20,752 | \$ | 206,926 | | Shelter Security |
| Temporary Staffing Housekeeping Client rooms | \$ | | 22,000 | \$ | 75,000 122,000 | | Backfill staff for absences, leaves and turnover Resident room cleaning, resident linen services |
| Troubledepaig Chem rooms | Ť | | 22,000 | - | 122,000 | | resident room creaming resident inter services |
| Subtotal Operating Expenses - MTDC | \$ | (| 640,752 | \$ | 585,601 | | |
| Operating Expenses - non-MTDC Utilities Indirect | \$ | | | Π | | | |
| Rent Indirect | \$ | | - | | | | |
| Repairs and Maintenance General Janitorial | \$ | | 3,000 | | | | Facility repairs / maintenance |
| Recruitment | \$ | | 7,000 | | | | Recruitment fees |
| Travel, Meetings and Conferences | \$ | | 2,250 | | | | Meeting expense |
| License Dues and Subscriptions Employee training | \$ | | 6,000 | | | | Ongoing direct employee training |
| Equipment Rental | \$ | | 7,200 | L | | | Copier / duplication / scanning equipment |
| Insurance | \$ | | 4,065 | | | | liability and social service coverage |
| Fees and Taxes Outside Services / IT indirect | \$ | | 58,000 | | | | Information technology, MSP, Saas products (Apply, ECM) |
| Depreciation / Occupancy | \$ | | - | | | | |
| Other Fees | \$ | | 3,700 | F | | | Payroll fees and other various |
| | \$ | | - | H | | | |
| | Ŧ | _ | | | _ | | |
| | + | | | \vdash | | | |
| Subtotal Operating Expenses - non-MTDC | s | | 91,215 | \$ | | | |
| Indirect Costs (up to 15% of Personnel & Operating MTDC—see RF | P) | | | | | FTE funded by HSA | Description/Explanation |
| Maximum Indirect Costs | \$ | 2' | 70,087 | \$ | 225,683 | Funding** | |
| | \$ | | 70,087 | \$ | 225,683 | 0.00 | Indirect costs, fiscal management, HR, and other overhead (limited |
| Indirect Costs (using 15% di minimis method) | 13 | 2 | /0,08/ | 3 | 223,082 | 0.00 | to 15% of MTDC) |
| Subtotal Indirect Costs | s | 2 | 70,087 | S | 225,682 | 0.00 | |
| Total Expenses | \$ | | 61,884 | S | 1,730,235 | | |
| | | | | S | | | Total % of County reimburse of Indirect |