

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This Third Amendment ("Amendment"), dated as of August 26, 2025, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and InterFaith Shelter Network, Inc., a nonprofit public-benefit corporation 501 (c)(3) authorized to do business in the State of California, hereinafter referred to as ("Contractor").

RECITALS

WHEREAS, County and Contractor entered into that certain Agreement, dated October 1, 2017, for operating transitional housing residences; and

WHEREAS, County and Contractor desire to amend the Agreement to provide additional services,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Paragraph 2: Payment, shall be amended to read as follows:

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the budget set forth in Exhibit B provided, however, that total payments to Contractor shall not exceed \$1,456,666 without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly or quarterly basis in a form approved by the Probation Department. The invoice shall list the participant information cited in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2. Exhibit B: Fee Schedule, Table A and Table B are hereby deleted in its entirety and replaced with the following:

EXHIBIT B: FEE SCHEDULE REVISED

Table A: Line Items and Annual Budgets FY25-26

Line Item Description	Amount
Staff Salaries	\$ 85,101
Staff Benefits	\$ 17,871
Rental / Lease / Property Tax- Facility	\$ 69,719
Utilities / Building Maintenance	\$ 28,062
Telephone / Communications	\$ 5,232
Insurance Expense	\$ 1,867
Equipment - Rental / Lease / Maintenance	\$ 400
Office /Program Supplies / Expenses	\$ 3,300
Books / Educational Materials	\$ -
Staff Mileage / Travel	\$ 3,931
Staff Training / Conferences	\$ 450
Transportation	\$ 1,404
Other: Professional services	\$ 2,454
Indirect Costs	\$ 12,099
Subtotal	\$ 231,891
Program cost	\$ 219,791
Indirect Rate	5.50%
PROGRAM BUDGET TOTAL:	\$ 231,891

Table B: Positions and Pay Rates

Position	# of Staff	Hours/ Week	Hourly Rate	# of Weeks	Salary	Fringe Benefits	Total
Admin Assistant / Data	1	2	\$ 23	52	\$ 2,408	\$ 506	\$ 2,913
Accounting Associate	1	2	\$ 29	52	\$ 3,016	\$ 633	\$ 3,649
Data Specialist	1	1	\$ 29	52	\$ 1,508	\$ 317	\$ 1,825
Case Manager 1	1	9	\$ 27	52	\$ 12,636	\$ 2,654	\$ 15,290
Case Manager 2	1	6	\$ 27	52	\$ 8,424	\$ 1,769	\$ 10,193
Program Director	1	12	\$ 38	52	\$ 24,000	\$ 5,040	\$ 29,040
Maintenance Specialist	1	6	\$ 27	52	\$ 8,424	\$ 1,769	\$ 10,193
Resource Specialist	1	1	\$ 30	52	\$ 1,560	\$ 328	\$ 1,888
CFO	1	2	\$ 46	52	\$ 4,750	\$ 998	\$ 5,748
CEO	1	3	\$ 58	52	\$ 9,000	\$ 1,890	\$ 10,890
Facilities Mgr	1	5	\$ 36	52	\$ 9,375	\$ 1,969	\$ 11,344
Total Hours		49			\$ -		\$ -
FTE		1.225			\$ -		\$ -
				Totals	\$ 85,101	\$ 17,871	\$ 102,972

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

4. RATE ADJUSTMENTS

Except as described in Exhibit B, above, for services provided after the first year of this Agreement, County may increase the rates set forth in this fee schedule by up to \$4,000/month to cover rental price increases. This change will be agreed to by both parties in writing prior to invoicing.

CONTRACTOR:
InterFaith Shelter Network

COUNTY OF SONOMA:

By: _____

Name: Jill Lowry
Title: Executive Director

Date: _____

By: _____

Vanessa Fuchs,
Chief Probation Officer

Date: _____