

## AMENDMENT #4

### TO THE PROFESSIONAL SERVICES AGREEMENT FOR OPERATOR FOR EMERGENCY SHELTER FOR PEOPLE EXPERIENCING HOMELESSNESS

This AMENDMENT #4 revises the ORIGINAL written Professional Services Agreement dated July 1, 2022 between the County of Washoe, a political subdivision of the State of Nevada (COUNTY) and Volunteers of America, Northern California and Northern Nevada, Inc., a Nevada domestic nonprofit corporation, (CONTRACTOR) as follows:

Effective JULY, 1 2024 the terms to the Professional Services Agreement for Operator for Emergency Shelter for People Experiencing Homelessness shall be amended as follows:

The Professional Services Agreement shall be revised to include:

1. TIME OF PERFORMANCE shall be revised to renew the agreement for an additional year through June 30, 2025.
2. COMPENSATION shall be revised as follows:
  - i. The total compensation shall not exceed \$7,102,109.00.
  - ii. The approved annual contract amount of \$7,102,109.00 shall be increased by a total of \$569,112.30 as outlined below.
  - iii. Emergency Shelter:
    - a. Staffing allocation shall be increased by \$149,032.00 to maintain appropriate staffing ratios 24 hours per day with new buildings and additional outdoor spaces opening.
    - b. Fringe benefits for new positions shall be added to the total compensation, for an increase of \$47,690.24.
    - c. Approved positions and staff will receive a 5% Cost of Living Adjustment (COLA) increase, for an increase of \$236,667.60.
    - d. Insurance coverage (liability and auto) shall be increased by \$77,965.18 to reflect the full insurance costs to the CONTRACTOR of \$110,112.00.
    - e. Due to the increases outlined above, the 10% Administrative fee shall be increased by \$51,135.95.
  - iv. Winter Overflow:
    - a. Approved positions and staff will receive a 5% Cost of Living Adjustment (COLA) increase, for an increase of \$4,066.81.
    - b. Benefits/Tax/Workers Compensation shall be increased by \$1,301.38.
    - c. Due to the increases outlined above, the 10% Administrative fee shall be increased by \$1,253.14.

METHOD OF PAYMENT shall be revised as follows: The annual contract amount of \$6,979,789.88 shall be paid in thirteen (13) payments (every four weeks) not to exceed the running total for that billing period, except during winter overflow when the additional monthly amount for Winter Overflow shall be paid not to exceed the running total for that billing period. Any billing that exceeds the billing period total (or the winter overflow billing period total) must be preapproved in writing by the COUNTY prior to incurring the expense. The annual total amount billed may not exceed \$7,102,109.00, as outlined below in the running total at the end of each billing cycle:

<b>Billing Period</b>	<b>Billing Period Total</b>	<b>Winter Overflow Billing Period Total</b>	<b>Full Amount Total</b>	<b>Running Total</b>
1 (7/1/2024 - 7/28/2024)	\$ 536,906.88			\$536,906.88
2 (7/29/2024 - 8/25/2024)	\$ 536,906.88			\$1,073,813.76
3 (8/26/2024 - 9/22/2024)	\$ 536,906.88			\$1,610,720.64
4 (9/23/2024 - 10/20/2024)	\$ 536,906.88			\$2,147,627.52
5 (10/21/2024 - 11/17/2024)	\$ 536,906.88			\$2,684,534.40
6 (11/18/2024 - 12/15/2024)	\$ 536,906.88	\$24,463.82	\$561,370.70	\$3,245,905.10
7 (12/16/2024 - 1/12/2025)	\$ 536,906.88	\$24,463.82	\$561,370.70	\$3,807,275.80
8 (1/13/2025 - 2/9/2025)	\$ 536,906.88	\$24,463.82	\$561,370.70	\$4,368,646.50
9 (2/10/2025 - 3/9/2025)	\$ 536,906.88	\$24,463.83	\$561,370.71	\$4,930,017.20
10 (3/10/2025 - 4/6/2025)	\$ 536,906.88	\$24,463.83	\$561,370.71	\$5,491,387.91
11 (4/7/2025 - 5/4/2025)	\$ 536,906.88			\$6,028,294.79
12 (5/5/2025 - 6/1/2025)	\$ 536,906.88			\$6,565,201.67
13 (6/2/2025 - 6/30/2025)	\$ 536,907.33			\$7,102,109.00
* Billing Period 13 has one additional day				
<b>Total</b>	<b>\$6,979,789.88</b>	<b>\$122,319.12</b>	<b>\$7,102,109.00</b>	

3. EXHIBIT D – APPROVED OPERATING BUDGET: The changes to Exhibit D for the approved annual operating budget are as outlined above. The funds carried forward are to pay for staff salaries only. All staff schedules and hours must be approved in writing by the COUNTY prior to costs being incurred and billed.
4. Subsequent renewal periods, if contract extensions are implemented, shall be increased by 3.5% for inflation and COLA.

AFFIRMATION OF NO OTHER AGREEMENT OR AMENDMENT, the Parties affirm all other terms and provisions of the ORIGINAL Agreement that are not specifically modified by

AMENDMENT #1, AMENDMENT #2, and AMENDMENT #3 shall remain unmodified and in full force and effect. This AMENDMENT #4 supersedes the payment distributions and operating budget as outlined in previous amendments.

IN WITNESS WHEREOF, the Parties hereto by signature have caused this AMENDMENT #4 to be duly executed and effective as of the date defined above.

SIGNATURES

CONTRACTOR: Volunteers of America, Northern California and Northern Nevada, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY: Washoe County, NV

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_