County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date: 11/14/2025

Shelter House, Inc
10301 Democracy Lane, STE 200
Fairfax, VA 22030

Attention: Joe Meyer

Reference: Programs to Prevent and End Homelessness

Acceptance Agreement

Contract Number: 4400014268

This Acceptance Agreement signifies a contract award for Programs to Prevent and End Homelessness. The period of the contract shall be from November 15, 2025 through October 31, 2028, with two (2) additional two-year renewals as mutually agreed upon.

The contract award shall be in accordance with:

1) This Acceptance Agreement;

2) The attached Memorandum of Negotiations.

Note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Provide your Insurance Certificate according to Section 20 of the Contract within 10 days after receipt of this letter. All questions in regard to this contract shall be directed to the Contract Specialist, Arzoo Amiri, at 703-815-5960 or via e-mail at Arzoo.Amiri@fairfaxcounty.gov.

DocuSigned by:
Lee Ann Pender
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Lee Ann Pender, CPPB
Director/County Purchasing Agent

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS
RFP2000003702–Programs to Prevent and End Homelessness

The County of Fairfax (hereinafter called the County) and Shelter House, Inc (hereinafter called the Contractor) hereby agree to the following in the execution of Contract **4400014268**. The final Contract contains the following documents listed in the order of precedence, with the highest priority being Item (a):

a. Any Amendments subsequently issued;
b. This Memorandum of Negotiations;
c. The Contractor's negotiation responses dated October 30, 2025; October 23, 2025; October 6, 2025; September 12, 2025; September 3, 2025; August 8, 2025; July 8, 2025; June 6, 2025; May 2, 2025; April 26, 2025; and April 25, 2025;
d. The Contractor's revised Cost proposals dated September 3, 2025, September 12, 2025, and October 23, 2025;
e. The Contractor's response to technical and cost clarifications dated November 7, 2024, November 24, 2024, December 17, 2024, February 20, 2025;
f. County's Request for Proposal (RFP) 2000003702 and all Addenda;
g. The Contractor's Technical and Cost Proposal received in Bonfire February 7, 2024;
h. County Purchase Orders.

In addition, the County and the Contractor agree to the following:

1. In accordance with RFP 2000003702 Paragraph 3, the initial contract period is November 15, 2025 through October 31, 2028 with two (2) two-year renewal options or as negotiated.

2. Contract Award Amounts: The County awards a total of **$13,771,173.66** as identified below:

   a. The County awards a total of **$13,343,581.87** for the following programs:

Program	Personnel	Operating	Administrative	Program Total
Adult Protective Services	$0.00	$44,869.57	$6,730.43	**$ 51,600.00**
Diversion First	249,695.38	1,015,717.50	189,811.93	**$ 1,455,224.81**
Fair Ridge Family Shelter	$2,407,535.93	$735,622.21	$471,473.72	**$ 3,614,631.86**
Homeless Healthcare Program	$68,003.52	$5,159.17	$10,974.40	**$ 84,137.09**
Housing First	$167,401.16	$503,744.00	$100,671.77	**$ 771,816.93**
HP/RRH - Region 2	$308,931.07	$343,242.84	$97,826.09	**$ 750,000.00**
HP/RRH - Region 4	$308,931.07	$343,242.84	$97,826.09	**$ 750,000.00**
Hypothermia - Region 1	$199,570.73	$21,095.71	$33,099.97	**$ 253,766.41**
Kate's Place	$54,771.45	$23,489.42	$11,739.13	**$ 90,000.00**
Katherine Hanley Family Shelter	$1,397,499.86	$459,342.00	$278,526.28	**$ 2,135,368.14**
Kennedy Shelter	$1,405,676.19	$280,304.92	$252,897.17	**$ 1,938,878.27**
Mondloch House	$507,202.38	$89,743.10	$89,541.82	**$ 686,487.30**
Mondloch Place	$331,477.34	$51,621.90	$57,464.89	**$ 440,564.12**
Outreach - Region 1	$237,686.63	$41,536.80	$41,883.51	**$ 321,106.94**
			Contract Total (12 month period)	**$13,343,581.87**

Department of Procurement and Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

b. In addition to award amounts in Paragraph 2.a, the County awards one-time Start Up funds totaling **$192,878.00** and Incentive funds totaling **$234,713.79** as detailed below:

Program	One-Time Funds	Incentive Funds
Diversion First	$ 61,324.90	$58,208.99
Housing First	$ 9,807.20	$30,872.68
Hypothermia - Region 1	$ 9,200.00	$10,150.66
Kennedy Shelter	$ 53,348.50	$77,555.13
Mondloch House	$ 28,575.20	$27,459.49
Mondloch Place	$ 15,065.00	$17,622.56
Outreach - Region 1	$ 15,557.20	$12,844.28
Subtotals	**$ 192,878.00**	**$234,713.79**
Total	**$ 427,591.79**	

3. The County and Contractor agree to the following Payment Terms:

   a. Payment shall be due Net 15 days after receipt of a proper invoice, or acceptance of materials or services, whichever is later.

   b. Advancement of Funds: Within seven (7) days of purchase order issuance, the County will advance $600,000 to the Contractor. These funds will be a combination of awards as noted below:

i.	One-Time Expenses (Paragraph 2.b)	$192,878.00
ii.	Incentive Payment (Paragraph 2.c)	$234,713.79
iii.	Balance of $600,000 Advance from Programs (Paragraph 2.a)	$172,408.21
	Total	$600,000.00

   For items i. and iii. above, the Contractor will provide a plan as to how credits will be applied to invoices within 7 days of the execution of the contract. The Contractor generally plans to apply such credits to invoices as follows, and all credits shall be completed in the first year of the contract term:

   i. One-time expenses: applied to the outlined program budgets from section 2, with anticipated spending within the first three months of the first year of the contract term. If such credits exceed the first three months of invoicing, Contractor will notify HCD staff accordingly for agreement and tracking.

   ii. The balance would be attributable to direct program costs that can be credited to invoicing in the first year of the contract term. The Contractor's plan will provide a detail of the equal amount anticipated to be charged per month, by program, within the year. Such credits will not change over the period, unless the Contractor applies the outstanding credit balance prior to the end of the first contract year. The Contractor will notify HCD staff in advance of any such change.

4. First Year Purchase Order: The initial Purchase Order will be issued for the budget period of November 15, 2025– June 30. This will include the prorated budget value through June 30. Any one-time costs will be issued in full through June 30 period, unless otherwise planned and agreed.

Change Order: Prior to June 30, HCD OPEH will initiate a change order for the balance of funding from July 1 – October 31. This will likely occur prior to May 31, as the new fiscal year budget authority posts to the financial system in May. This will not require a contract amendment, as the annual contract award will include the full-year funding.

5. Budgeting and Invoicing Manual: The County will develop a Department of Housing & Community Development Budget and Invoicing Manual for HCD OPEH Contracts. Within sixty (60) days of the contract start date, the County will coordinate on any exceptions and/or modifications to the Manual which will be addressed through a mutually executed amendment to this Contract.

6. Equipment Purchase: Within sixty (60) days of the contract start date, the County and Contractor will coordinate on the development of contractual requirements that will be incorporated into the Contract through a mutually executed amendment. These requirements may address ownership of equipment purchased with County funds, inventory/reporting requirements, warranty, and disposition procedures.

7. Payment of Rent: Contractor understands and agrees that since, inter alia, timely payment of rent is critical to the purposes of the County's Permanent Supportive Housing, Homelessness Prevention and Rapid Rehousing, and Emergency Shelter (including Adult Protective Services apartments) programs, Contractor's compliance with its obligations to submit rent payments on time is a fundamental obligation the Contract.

   Accordingly, Contractor acknowledges and agrees that (a) the County may pay rent directly to the property owner whenever the County, in its sole discretion, deems it necessary to prevent eviction of a program participant, (b) in that situation, Contractor waives its right to receive such rental payments under the Contract, and (c) Contractor will exclude from its invoice(s) submitted under the Contract any rents paid directly to the property owner by the County and Contractor will not otherwise seek reimbursement for those costs.

   Contractor will provide copies of each individual rental or master rental lease annually and related basic utility account information (electric, water, and gas) for such units. This will include an inventory of such units in operations with address, management company contact information, utility account details, etc.

8. For Homeless Prevention and Rapid Rehousing (HP/RRH) Regions 2 and 4, the parties agree that any federal Emergency Solutions Grant (ESG) funds utilized in this program will result in the contractor of HP/RRH being determined as a Subrecipient. Both parties will execute a separate Subaward agreement detailing the federal funding requirements.

9. For Human Services Region 1 Hypothermia Prevention Program services, the County will directly oversee and contract with a provider that can offer shelter in addition to the Eleanor Kennedy Shelter to ensure continuity and sufficient capacity for the Hypothermia Prevention Program for the period beginning in November 2025 through March 2026. The Contractor will provide increased shelter capacity at the Eleanor Kennedy Shelter between January 15, 2026, and April 1, 2026. In subsequent years, the Contractor will assume oversight and responsibility for these services at the Eleanor Kennedy Shelter and off-site by directly operating, subcontracting, or a combination thereof. The budget for Hypothermia Services detailed in MON Paragraph 2.a reflects services to be provided in County FY 2026. The budget for Off Site Hypothermia Sheltering for County FY 2027 will be addressed in a mutually executed amendment between the parties.

10. Transition Plan: The Contractor will coordinate with the County by establishing a structured transition plan that allows the Contractor to gradually assume responsibility for all programs and staff in an organized manner.

    a. Milestones: Both parties agree with the following milestones:

i. By December 1, 2025: Sign 46 new leases with property owners renting apartments for the Adult Protective Services, Diversion First, and Housing First programs, where there are existing leases under the former contractor's name.

ii. By December 15, 2025: Transition operations for Mondloch House, Mondloch Place, and APS program.

iii. By January 15, 2026: Transition operations for Kennedy Shelter, Hypothermia, Drop-In, Homeless Healthcare Program, and Street Outreach.

The Contractor will plan to begin hiring and interviewing staff prior to January 15, 2026. However, January 15th will mark the full transition and takeover of operations by the Contractor.

b. Reconciliation of Budgeted versus Actual Expenses: Program budgets as detailed in MON Paragraph 2.a reflect twelve-month budget periods. With the phased approach to the transitioning of Region 1 programs (MON Paragraph 8.a) from County oversight to the Contractor, both parties acknowledge that the County will be responsible for directly paying for expenses until the programs fully transfer to the Contractor. While the Contractor will start incurring costs prior to the full transition, both parties agree that the Contractor will not utilize the full twelve-month award allocation in the truncated period in which the County is overseeing operations. As such, both parties agree to coordinate a monthly reconciliation of budget versus actual expenses. This will establish an agreed amount for monthly invoicing less than the budget. The unused amount will support the operational costs funded and paid directly by the County. At the end of the transition period, the parties will finalize this budget adjustment to allow for a formal contract amendment and change order to reduce the budgets based on the agreed adjustment value. This will establish the balance of funds available during fully operational months in the first year of the contract.

ACCEPTED BY:

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Joe Meyer
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Joe Meyer
Executive Director & CEO
Shelter House

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Lee Ann Pender
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Lee Ann Pender, CPPB
Director, County Purchasing Agent