

**COUNTY OF MONTEREY**  
Amendment #3 to Agreement #5010-197  
City of Salinas

**This Amendment #3** is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and the City of Salinas (hereinafter “CONTRACTOR”).

**WHEREAS**, COUNTY and CONTRACTOR entered into an agreement for the operation of the Project Roomkey program for high-risk COVID-19 homeless residents with a term of November 2, 2021 through June 30, 2022 for a total contract amount of \$1,796,632.00 (hereinafter “Original Agreement”).

**WHEREAS**, the parties amended the agreement via Amendment #1 to extend the term through June 30, 2023 and add \$2,062,293 for a revised contract amount of \$3,858,925.

**WHEREAS**, the amended the agreement via Amendment #2 to add Project Roomkey (PRK) state funds in the amount of \$6,575 for a new PRK total of \$1,803,207.00 and extend the PRK expenditure period through June 30, 2023 and reduce the American Rescue Plan Act (ARPA) funding by \$562,193.08 for a new ARPA total of \$1,500,099.92. These changes result in a new overall contract total of \$3,303,306.92.

**WHEREAS**, the parties wish to amend the agreement via Amendment #3 **to reduce Project Roomkey (PRK) state funds** in the amount of **\$18,529.25** for a new PRK total of **\$1,784,677.75** and **add the American Rescue Plan Act (ARPA) funding by \$562,193.08** for a new ARPA total of **\$2,062,293.00** and **extend the term through March 31, 2024**. These changes result in a new overall contract total of **\$3,846,970.75**.

**AGREEMENT**

**Now Therefore**, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, in Amendment #1 and Amendment #2, except as specifically set forth below.

1. **Section 2.0, Paragraph titled “PAYMENT PROVISIONS” is amended to read as follows:**  
“County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAAA**, subject to the limitations set forth in this agreement. The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of **\$3,846,970.75**.”
2. **Section 3.0, Paragraph titled “TERM OF AGREEMENT” is amended to read as follows:** “The term of this Agreement is from November 2, 2021 to **March 31, 2024**, unless sooner terminated pursuant to the terms of this Agreement.”
3. **Exhibit AAAA** reflects the revised contract **total of \$3,846,970.75** and the **extension of the program operation period** to the scope of work.
4. **Exhibit BBB** replaces Exhibit BB and references the new **Exhibits AAAA and CCCC**, includes revised Section 1.03 (b) and also includes new language required by the State **on pg. 6, Section 5.01 and Section 5.02**.

- 5. **Exhibits CCCC** reflect the **reduction** of state PRK funds in the amount of **\$18,529.25**, the extended operational period to **March 31, 2024**, and the **addition** of ARPA funds in the amount of **\$562,193.08**, for a new contract total of **\$3,846,970.75**.
- 6. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this by this **Amendment #3** and shall continue in full force and effect as set forth in the **Original Agreement, Amendment #1 and Amendment #2**.
- 7. A copy of this **Amendment #3** shall be attached to the Original Agreement.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

**COUNTY OF MONTEREY:**

DocuSigned by:  
 By: Lori A. Medina  
 (City Director/Assistant Director)

Lori A. Medina  
 (Print Name & Title)

Date: 6/30/2023 | 1:20 PM PDT

**CONTRACTOR:**

City of Salinas  
 DocuSigned by:  
 By: Steven S. Carrigan  
 (Chair, President, Vice-President)

Steven S. Carrigan City Manager  
 (Print Name & Title)

Date: 7/3/2023 | 9:35 AM PDT

By: \_\_\_\_\_  
 (Secretary, CFO, Treasurer)

\_\_\_\_\_  
 (Print Name and Title)

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

**Approved as to Form:**

DocuSigned by:  
AK  
 Deputy County Counsel

Date: 6/8/2023 | 9:26 AM PDT

**Approved as to Fiscal Provisions:**

DocuSigned by:  
Patricia Ruiz  
 Auditor-Controller's Office

Date: 6/8/2023 | 10:32 AM PDT

## SCOPE OF SERVICES/PAYMENT PROVISIONS

CITY OF SALINAS  
"Project Roomkey"

- A. TOTAL FUNDING:**
- |                       |  |
|-----------------------|--|
| \$1,241,013.92        | State PRK Funds                            |
| \$1,241,013.92        | Total November 2, 2021 – June 30, 2022     |
| <b>\$ 543,663.83</b>  | <b>State PRK Funds</b>                     |
| <b>\$ 543,663.83</b>  | <b>Total July 1, 2022 – June 30, 2023</b>  |
| <b>\$2,062,293.00</b> | <b>County ARPA Funds</b>                   |
| <b>\$2,062,293.00</b> | <b>Total July 1, 2022 – March 31, 2024</b> |
- \$3,846,970.75 Total Funds**
- B. CONTRACT TERM:** November 2, 2021, to **March 31, 2024**
- C. CONTACT INFORMATION:**
- County Contract Monitor: Monterey County Department of Social Services  
Denise Vienne, Management Analyst  
1000 S. Main Street, Suite 301 Salinas, CA 93901  
Phone: (831) 755-4484 Fax: (831) 755-8477  
[vienned@co.monterey.ca.us](mailto:vienned@co.monterey.ca.us)
- Contractor Information: City of Salinas, Community Development Department  
Rod Powell, Planning Manager  
65 W. Alisal Street, Salinas, CA 93901-2639  
Phone: (831) 758-7487 Fax: (831) 775-4258  
[rodp@ci.salinas.ca.us](mailto:rodp@ci.salinas.ca.us)
- Location of Services: Project Roomkey  
Confidential Motel Locations  
Salinas and Marina, CA
- Emergency Operations Center: Operations Section Chief  
Phone: (831) 796-1922
- D. CONTRACT AWARD INFORMATION**
- CONTRACTOR UEI: CHDSBL29G9Z5  
Date County Awarded Funding: N/A  
CFDA Passthrough Information and Dollar Amount: **State Funds, Project Roomkey, (PRK) \$1,784,677.75 and ARPA \$2,062,293.00**  
Federal Award Description: N/A  
Research and Development: No  
Indirect Cost Rate: N/A

## SCOPE OF SERVICES/PAYMENT PROVISIONS

### E. BACKGROUND

The Project Roomkey (PRK) initiative was created to provide non-congregate shelter options (e.g., hotels, motels, trailers) to individuals experiencing homelessness with priority given to those who are COVID-positive or known to have been exposed to COVID but not requiring hospitalization, and those with high-risk factors for severe illness such as being over the age of 65 and/or having chronic health conditions. The goal of this effort is to protect human life and minimize strain on health care system capacity.

As defined by the California Department of Social Services (CDSS), PRK encompasses all non-congregate shelter sites established for the purpose of protecting vulnerable individuals experiencing homelessness regardless of funding source or hotel agreement type. This agreement addresses COVID asymptomatic and high-risk homeless populations of PRK. The Monterey County Alternate Housing Program operated by the Monterey County Office of Emergency Services responds to COVID-positive or known to have been exposed to COVID populations.

### F. DESCRIPTION OF SERVICES

CONTRACTOR shall provide or coordinate services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- F.1 Provide and coordinate non-congregate shelter established for the purpose of protecting vulnerable Monterey County residents who are currently experiencing homelessness or living in a place not designed for or ordinarily used as a regular sleeping accommodation (including car, park, abandoned building, bus/train station, airport, or camping ground).
- F.2 Acknowledging that rooms provided through Project Roomkey may be limited, priority **may** be given to high-risk populations consistent with state and federal public health guidance, and Federal Emergency Management Agency (FEMA) reimbursement eligibility criteria for people experiencing homelessness **but the program is not limited to this population and may serve other vulnerable and chronic homeless individuals.**
  - F.2.1 The Centers for Disease Control (CDC) defines people over 65 and people of all ages with underlying medical conditions, particularly if not well controlled, as high-risk. These conditions include, but are not limited to, chronic lung disease or moderate to severe asthma, people who have serious heart conditions, are immunocompromised, severely obese, have diabetes, or are being treated for cancer.
- F.3 CONTRACTOR shall coordinate “Program Oversight” defined as coordinating intake procedures with all new program participants, management of new, current and continuing program participants, development and enforcement of program guidelines, discharge and transition of exiting program participants, and any other administration of daily operations including but not limited to reporting, recordkeeping, finance and communications.
  - F.3.1 Develop and implement standardized intake and operating procedures.
  - F.3.2 Provide rules and services to all program participants and establish a code of conduct.
  - F.3.3 Emphasize and educate staff and participants regarding frequent hand washing, and other steps to minimize risk of exposure to COVID-19 as recommended by CDC Guidance for Homeless Service Providers:
- F.4 CONTRACTOR shall coordinate “Case Management” services defined as room assignments, coordinating daily monitoring of all program participants, program

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- participant supplies, and monitoring the safety, sanitation and security of hotel rooms and surrounding areas.
- F.4.1 Room assignments shall be made to meet individual access and functional needs.
  - F.4.2 Provide as much space as necessary for people with functional/access needs who require lift equipment, mobility devices and service animals.
  - F.4.3 Allocate separate space for families with small children, single men and women, the elderly, night workers who sleep during the day and other unique situations.
- F.5 CONTRACTOR shall provide “Wrap Around Services” defined as provision or coordination of resources to support the health and safety of program participants that include but are not limited to the following:
- F.5.1 Health support
  - F.5.2 Behavioral health services
  - F.5.3 Transportation
  - F.5.4 Accommodations for disabilities and access/functional needs
- F.6 CONTRACTOR shall coordinate provision of “Rapid Re-Housing Services” defined as coordinated services providing housing navigation, rent and move-in assistance and case management focused on housing plans that establish and achieve milestones with the ultimate goal of helping individuals and families quickly exit homelessness by getting them housing.
- F.6.1 Use of trauma-informed practices and motivational interviewing techniques to encourage program participants to take ownership of their housing plans.
  - F.6.2 Frequent and regular meetings with program participants to address barriers to housing.
  - F.6.3 Provision of financial rent and move-in assistance necessary to support individuals and families obtain and maintain housing including, but not limited to: landlord incentives, security deposits including double or triple deposits, first or last month’s rent payments, credit check fees, moving expenses, utility deposits or utility arrears, rental application fees, furniture and housing needs, and/or rental arrears impeding current ability to rent.

### G. CONTRACTOR RESPONSIBILITIES

- G.1 CONTRACTOR shall ensure all program participants are entered into the Homeless Management Information System (HMIS) and coordinate housing referrals through the Coordinated Assessment and Referral System (CARS) as appropriate.
- G.2 CONTRACTOR shall direct all new referrals to the **Community Health Engagement referral form** ~~Monterey County Emergency Operations Center by means of the online Monterey County Alternate Care and Shelter Referral System~~ to ensure all program participants have been logged and screened for safety factors.
- G.3 CONTRACTOR shall regularly assess and accommodate for access and functional needs for all program participants.
- G.4 CONTRACTOR shall coordinate transportation upon entry and exit into the facility for all program participants at no cost to participant.
  - G.4.1 Additional transportation to fulfill medically essential needs may also be provided.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- G.5 CONTRACTOR shall coordinate the provision of behavioral health assessments for program participants as determined appropriate.
- G.6 CONTRACTOR shall ensure adequate security for all program participants.  
CONTRACTOR shall maintain security guards and ensure they are present on-site 24 hours a day, 7 days a week to limit public access.
- G.7 CONTRACTOR shall coordinate and provide for program participant access to laundry facilities at no cost to the program participant.
- G.8 CONTRACTOR shall maintain awareness of COVID-19 symptoms among program participants and ensure program participants exhibiting symptoms self-isolate and get tested.
- G.9 CONTRACTOR shall conduct frequent and regular room checks for all program participants to ensure that rooms are clean, habitable, and not cluttered or damaged.
  - G.9.1 Checks shall be scheduled in advance, in consultation with participants, during normal business hours. All room checks must be conducted in a reasonable manner with due regard for the safety, health, wellbeing, and privacy of the resident and his/her belongings.,
- G.10 CONTRACTOR is encouraged and recommended to utilize Personal Protective Equipment (PPE) such as gloves, gowns, goggles, face shields, and face masks for staff and program participants as needed.

### **H. REPORTING INSTRUCTIONS & SUBMISSION**

- H.1 REPORTING UPDATES:
  - H.1.1 CONTRACTOR shall report monthly on program operations using the HMIS CAPER report and make following metrics accessible through shared program tracking spreadsheets:
    - H.1.1.a Cumulative number of program participants that participated in the program tallied daily.
    - H.1.1.b Number of program participants actively participating in the program tallied daily.
    - H.1.1.c Number of program participants who have been released, eloped, or transitioned from the program tallied daily.
    - H.1.1.d Number of motel rooms occupied by the program tallied daily.
  - H.1.2 CONTRACTOR shall report immediately to the Monterey County Emergency Operations Center.
    - H.1.2.a Incidents resulting in a threat to life safety and property.
    - H.1.2.b Incidents resulting in a response from the local police, fire, or ambulance provider.
    - H.1.2.c Deceased program participants.
- H.2 MONTHLY SERVICE AND OUTCOMES REPORT: CONTRACTOR shall report monthly on the following program metrics:
  - H.2.1 Number of active program participants
  - H.2.2 Number of program participants assessed and actively engaged in case management
  - H.2.3 Number of program participants exited to transitional or permanent housing
  - H.2.4 Detailed program participant discharge information including
    - H.2.4.a Days in program
    - H.2.4.b Reason for discharge

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- H.2.4.c Types of services provided
- H.2.4.d Types of benefits secured
- H.2.4.e Destination upon discharge
- H.2.5 Monthly reports shall be submitted to the County Contract Monitor as listed in Section C.
  - H.2.5.a CONTRACTOR shall complete the “Monthly Project Roomkey Report” to be submitted with the monthly invoice on the form attached as Exhibit A-1 for all months in which State PRK funds are utilized.

### I. PAYMENT PROVISIONS

- I.1 COUNTY shall pay CONTRACTOR per the terms set forth in Exhibit B, DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.
- I.2 PAYMENT SUMMARY
  - I.2.1 The total amount payable by County to CONTRACTOR for the period November 2, 2021 through June 30, 2022 shall not exceed one million two hundred forty-one thousand thirteen dollars and ninety-two cents. (\$1,241,013.92) per Exhibit CCC, Budget.
  - I.2.2 The total amount payable by County to CONTRACTOR for the period July 1, 2022 through June 30, 2023 shall not exceed two million sixty-two thousand two hundred ninety-three dollars (\$2,062,293.00) per Exhibit CCC, Budget.
  - I.2.3 **The total amount payable by County to CONTRACTOR for the period July 1, 2023 through March 31, 2024 shall not exceed five hundred forty-three thousand six hundred sixty-three and eighty-three cents (\$543,663.83) per Exhibit CCCC, Budget.**
  - I.2.4 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **three million eight hundred forty-six thousand nine hundred seventy dollars and seventy-five cents (\$3,846,970.75) per Exhibit CCCC, Budget.**

### J. INVOICING INSTRUCTIONS & SUBMISSION

- J.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10<sup>th</sup> day of the month following the month in which services were performed.
  - J.1.1 The final close out invoice for contingencies is due no later than 30 days following the program’s closure.
- J.2 The PRK funding invoice shall be submitted on the invoice form set forth in Exhibit DD-1 **(Sample Invoice).**
- J.3 All original invoices shall be submitted to the County Contract Monitor as listed in Section C.

**End of Exhibit**

**MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

**ADDITIONAL PROVISIONS**

**I. PAYMENT BY COUNTY:**

**1.01 Monthly claims/invoices by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit DD-1**.

**1.02 Final Invoice; forfeiture for late invoice:** CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10<sup>th</sup>**. **If the Final Invoice is not received by COUNTY by close of business on July 10<sup>th</sup>. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

**1.03 Allowable Costs:**

a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit CCCC**. Only the costs listed in **Exhibit CCCC** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit CCCC**, must follow the Monterey County Auditor/Controller's Travel Policy [www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures](http://www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures) and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at [www.irs.gov](http://www.irs.gov).

**1.04 Cost Control:** CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

**1.05 Payment in Full:**

a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.



**EXHIBIT BBB**

b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

**1.06 Disputed payment amount:** If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

**II. PERFORMANCE STANDARDS & COMPLIANCE**

**2.01 Outcome objectives and performance standards:** CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AAAA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AAAA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

**2.02 County monitoring of services:** COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

**2.03 Notice of defective performance:** COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

**2.04 Termination for cause:** Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

**2.05 Remedies for Inadequate Service Levels:**

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

**EXHIBIT BBB**

- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

**2.06 Training for Staff:** CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

**2.07 Bi-lingual Services:** CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

**2.08 Assurance of drug free-workplace:** CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the organization's policy of maintaining a drug-free workplace;
  - 3) any available drug counseling, rehabilitation, and employee assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations;
  - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

### III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of

clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

#### IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

**4.01 Discrimination Defined:** The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

**4.02 Application of Monterey COUNTY Code Chapter 2.80:** The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

**4.03 Compliance with laws:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and

**EXHIBIT BBB**

regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6**.
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

**4.04 Written assurances:** Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR

**EXHIBIT BBB**

Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

**4.05 Written non-discrimination policy:** Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

**4.06 Grievance Information:** CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

**4.07 Notice to Labor Unions:** CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

**4.08 Access to records by government agencies:** CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

**4.09 Binding on Subcontractors:** The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

## **V. ADDITIONAL REQUIREMENTS**

**5.01 Covenant Against Contingent Fees:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**5.02 Debarment, Suspension and Fraud, and Abuse:** CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain,

**EXHIBIT BBB**

- or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
  - d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

**VI. CONTRACT ADMINISTRATORS**

**6.01 Contract Administrator – CONTRACTOR:** CONTRACTOR hereby designates **Megan Hunter** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

**6.02 Contract Administrator – COUNTY:** COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

**VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING**

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

**VIII. APPEAL PROCESS**

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.
- b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

November 2, 2021 - March 31, 2024

Agency Name City of Salinas

Expense Categories	PRK YR1 Funds (11/2/21 - 6/30/22)	PRK YR2 Funds (7/1/22 - 6/30/23)	County ARPA Funds (7/1/22 - 6/30/23)	County ARPA Funds (7/1/23 - 3/31/24)	Total Budget
	\$1,241,013.92	\$543,663.83	\$1,518,629.17	\$543,663.83	\$3,846,970.75
Case Management (CHE)	\$ 169,841.42	\$ -	\$ 752,669.50	\$ -	\$ 922,510.92
Housing Navigation (CCCIL)	\$ 65,727.23	\$ -	\$ 160,280.00	\$ -	\$ 226,007.23
City Analyst	\$ 90,483.33	\$ -	\$ 75,000.00	\$ -	\$ 165,483.33
Motel Rooms	\$ 714,368.82	\$ 543,663.83	\$ 28,275.34	\$ 543,663.83	\$ 1,829,971.82
Security	\$ 190,487.00	\$ -	\$ 377,065.33	\$ -	\$ 567,552.33
Rapid Rehousing (CHE & CCCIL)	\$ 10,106.12	\$ -	\$ 75,339.00	\$ -	\$ 85,445.12
Damages and Repairs	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00
PSH Coordination (Step Up)	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Program Total	\$ 1,241,013.92	\$ 543,663.83	\$ 1,518,629.17	\$ 543,663.83	\$ 3,846,970.75

**Budget Narrative**

Expense Category	Line Item narrative
Case Management (CHE)	CSUMB CHE Budget - include case managers, supplies, transportation for guests (taxi vouchers, bus passes, uber), toiletries and supportive garments, housing navigation and stabilization services.
Housing Navigation (CCCIL)	CCCIL - engagement, vital documentation, independent living, on site supervision of program, staff, front desk worker, and site coordinator.
City Analyst	.5 FTE full time staff from City of Salinas
Motel Rooms	Motel Rooms including laundry access
Security	Security subcontracted monthly
Rapid Rehousing (CHE & CCCIL)	CHE and CCCIL to provide Landlord Engagment and Housing Navigation (Direct financial assistance for rehousing and removing barriers to housing placements)
Damages and Repairs	For minor damages and repairs to motel rooms upon guest exits
PSH Coordination (Step Up)	Removed and reallocate funds to cover for security cost. The City of Salinas will use different funds to cover for these services.

Funding Source: State PRK and County ARPA Funds



## MONTEREY COUNTY BOARD OF SUPERVISORS

**Legistar Title:** City of Salinas – Project Room Key

**DATE:** TBD - CONSENT

### **TITLE/RECOMMENDATION:**

- a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign Amendment #3 to the Agreement with the City of Salinas to provide non-congregate shelter, wrap around services, and rapid re-housing to individuals experiencing homelessness, extending the term by eight (8) months, for a new term of July 1, 2023 through March 31, 2024, and adding \$543,663.83 for a new contract total of \$3,846,970.75; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three future amendments where the total amendments do not exceed 10% (\$384,697) of the contract amount and do not significantly change the scope of work, not to exceed the maximum of \$4,231,667.75.

### **SUMMARY/DISCUSSION:**

The proposed amendment would transition the Project Roomkey (PRK) in Monterey County in collaboration with the City of Salinas (City) from a COVID-19 response program to an emergency non-congregate shelter program, extend the program through March 2024 and add unspent County American Rescue Plan (ARPA) funds originally intended for Project Roomkey in FY2022-23 to roll over into FY 2023-24 operations. The project began November 2021 and is currently operating in a motel in Salinas, CA. The City is providing program oversight by coordinating procedures, enforcing program guidelines and providing any other administration of daily operations. Services are subcontracted to the same experienced partners involved in the previous program and include intensive case management and housing navigation for those staying in the motel rooms. Case management services are provided by California State University Monterey Bay (CSUMB) Community Health and Engagement (CHE) and include engagement, housing preparation, stabilization, and crisis planning. The CHE case managers also serve as the point of contact between the households and Central Coast Center for Independent Living (CCCIL), who provides rapid rehousing services to transition from a motel room to permanent housing or an alternative housing project.

The Project Roomkey initiative was created to provide non-congregate shelter options (e.g., hotels, motels, trailers) to individuals experiencing homelessness who also have high-risk factors for severe illness from COVID-19. As the priority need for COVID-19 response has significantly decreased, Monterey County continues to have almost no vacant beds available in the shelter system. The extension of this program would continue services through March 31, 2024, which is the current term of the City of Salinas service agreement and de-emphasize the priority for COVID-19 response. The program would continue to operate as a temporary service, prioritizing high-need and chronically homeless individuals, with the continued goal of navigating participants into permanent housing options, such as Project Homekey.

The City of Salinas continues to commit City American Rescue Plan Act funding as well as Encampment Resolution Grant funds towards this project. This collaboration is essential as Monterey County's contribution would not sustain the costs of operating the program as the City's ongoing contributions will now make up approximately 65% of the overall operational budget. By continuing this collaboration, the program will continue to be open to all residents of Monterey County, rather than City of Salinas residents only.

### **OTHER AGENCY INVOLVEMENT:**

The Department of Social Services has collaborated with the City of Salinas, CSUMB Community Health and Engagement, Central Coast Center for Independent Living, and the Coalition of Homeless Services Providers to operate and support this program. The Auditor-Controller and Purchasing have reviewed and approved this Agreement. County Counsel has approved the Agreement as to form.

**FINANCING:**

This Amendment is funded through County American Rescue Plan Act funds. Sufficient appropriations and estimated revenues are included in the Community Programs 001-5010-SOC004-8258 FY 2023-24 Recommended Budget.

The City of Salinas intends to commit up to \$1.5 million of American Rescue Plan Act and Encampment Resolution Grant funding towards this project.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

This agreement correlates to the Public Safety, Health & Human Services, and Administration Strategic Initiatives adopted by the Board of Supervisors by providing access to non-congregate shelter to reduce the risk and spread of COVID-19 to high-risk individuals experiencing homelessness.

Mark a check to the related Board of Supervisors Strategic Initiatives

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Lauren Suwansupa, Community Affiliation Manager, x8492

Approved by: Lori A. Medina, Director, x4430

Attachment: Original Agreement  
Amendment #1  
Amendment #2  
Proposed Amendment #3

The proposed agreement is on file with the Clerk of the Board as an attachment to this Board Report.



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to

**Agreement No.: A-15583**

- a. Approve and authorize the Director of the Department of Social Services to sign an agreement with the City of Salinas to provide non-congregate shelter, wrap around services, and rapid re-housing to individuals experiencing homelessness in the amount of \$1,796,632 for the period of November 2, 2021 through June 30, 2022; and
- b. Authorize the Director of the Department of Social Services, to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$179,663) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 2<sup>nd</sup> day of November 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams  
NOES: None  
ABSENT: None  
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 2, 2021.

Dated: November 3, 2021  
File ID: A 21-518  
Agenda Item No.: 24

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

Julian Lorenzana, Deputy