

## COUNTY OF MONTEREY STANDARD AGREEMENT

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

City of King

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services to be provided are generally described as follows:

Provide a short-term temporary interim housing shelter program and facility.

### 2.0 PAYMENT PROVISIONS:

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, 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: \$ 561,000

### 3.0

#### TERM OF AGREEMENT:

3.01 The term of this Agreement is from retroactive to July 1, 2024 – to August 11, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs the beginning of the term of this Agreement.

Contractor

County

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: ERF-3 Fiscal Deadlines

Exhibit C: Budget, Exhibit D: Invoice Form

Exhibit E: Reporting Form

King City Interim Shelter and Rental  
Assistance Agreement  
ERF-3-R Funding Program - CAO-HSI

## 5.0 PERFORMANCE STANDARDS:

- 501 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 502 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 503 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 601 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 602 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 603 Invoice amounts shall be billed directly to the ordering department.
- 604 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 605 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

## 7.0 TERMINATION:

- 701 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.01 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the 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 the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

9.01 Evidence of Coverage: Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Auto Liability Coverage:** must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04

**Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Additional Insured Status:**

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage:**

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Waiver of Subrogation:**

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County,

to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 105 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION:

- II.I During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 COMPLIANCE WITH APPLICABLE LAWS:

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project or the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

#### 14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

#### 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Roxanne Wilson, Homeless Services Director	Steven Adams, City Manager
Name and Title	Name and Title
168 West Alisal Street, 3rd Floor, Salinas, CA 93901	212 South Vanderhurst Avenue
Address	Address
831-755-5445	831-386-5917
Phone:	Phone:

#### 16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.



- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
  
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
  
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
  
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
  
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
  
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
  
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
  
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
  
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
  
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
  
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

### 17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

### 17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

## 18.0 SIGNATUREPAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form  
Office of the County Counsel<sup>1</sup>  
Susan K. Blitch, County Counsel

By:

DocuSigned by:

Anne Brenton

A46091E5DE63489...

County Counsel

Date:

12/3/2024 | 11:23 AM PST

Approved as to Fiscal Provisions

DocuSigned by:

By:

Jennifer Forsyth

4E7E65787545A...

Auditor/Controller

Date:

12/3/2024 | 2:47 PM PST

Approved as to Liability Provisions  
Office of the County Counsel-Risk Management

By:

Signed by:

David Bolton

68FDC263FFB243C...

David Bolton, Risk Manager

Date:

12/3/2024 | 1:13 PM PST

**CONTRACTOR**

City of King

DocuSigned by: Contractor/Business Name \*

By:

Steven Adams

E4D7F46D23F1430...

(Signature of Chair, President, or Vice-President)

Steven Adams, City Manager

Name and Title

Date:

12/2/2024 | 4:23 PM PST

Contractor

Approved as to Form by City  
Attorney

Signed by:

By:

Roy C Santos

6668661114D948F...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Roy Santos, City Attorney

Name and Title

Date:

12/3/2024 | 11:05 AM PST

County

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor/Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

King City Interim Shelter and Rental  
Assistance Agreement  
ERF3KC - CAO-HSI

## SCOPE OF SERVICES/PAYMENT PROVISIONS

### CITY OF KING ENCAMPMENT RESOLUTION FUNDING PROGRAM INTERIM HOUSING AND RENTAL ASSISTANCE SERVICES

- A. FUNDING AMOUNT**                      **\$561,000**              **ERF-3-R Funding**
- B. CONTRACT TERM**                      Retroactive to July 1, 2024 to August 11, 2025

**C. CONTACT INFORMATION**

COUNTY Contract Manager:	County of Monterey Administrative Office Sarah Federico, Management Analyst II 168 W. Alisal St, 3 <sup>rd</sup> Floor Salinas, CA 93901 Phone: (831) 755-5341 federicos@countyofmonterey.gov
CONTRACTOR Information:	City of King Steven Adams, City Manager 212 South Vanderhurst Avenue, King City, CA 93930 Phone: (831) 386-5917 sadams@kingcity.com
Location of Interim Shelter:	Monarch Inn 633 Broadway Street King City, CA 93930

**D. SUBAWARD INFORMATION:**

SUBAWARD: HCD Encampment Resolution Funding, round 3 (ERF-3-R)  
 Date County Awarded Funding: April 18, 2024  
 CFDA Passthrough Information and Dollar Amount: N/A  
 Federal Award Identification Number (FAIN): N/A  
 Federal Award Description: N/A  
 Research and Development: No  
 Maximum Allowable Indirect Cost Rate: None

**E. BACKGROUND**

In November 2023, the County of Monterey Department of Social Services (“DSS”), the City of King (“King City”), Step Up on Second Street (“Step Up”) and the Coalition of Homeless Services’ Providers, agreed through a Memorandum of Understanding (“MOU”) and agreements to establish a short-term interim shelter program at the Monarch Inn (“Program”) for the chronically unhoused individuals formerly living in the Salinas Riverbed encampments adjacent to King City (“encampment site”) to qualify and prepare the interim housing program participants for future

## SCOPE OF SERVICES/PAYMENT PROVISIONS

residency of a permanent supportive motel conversion housing project. This agreement with King City utilizes a portion of an Encampment Resolution Funding Grant (“ERF-3-R”) to continue the property management services at the Monarch Inn through August 11, 2025, and to provide long term to medium-term rental assistance and housing retention services for the unsheltered families formerly living at the encampment site that do not qualify for shelter at the Monarch Inn.

### F. DESCRIPTION OF SERVICES

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

- F.1 Provide property management for 20 rooms for the Program located at 633 Broadway Street, King City, CA 93930, as follows:
  - F.1.1 CONTRACTOR shall extend existing lease at the Monarch Inn from February 11, 2025, to August 11, 2025, to provide interim shelter for unhoused individuals and a room for a Service Coordinator office. Service Coordinator is an employee of Step Up, the services provider for the Program.<sup>1</sup>
  - F.1.2 CONTRACTOR is responsible for all matters related to the Monarch Inn property management, including general maintenance, work orders, destruction of property, and property management emergencies retroactive to July 1, 2024.
- F.2 Provide for contracted weekly cleaning services for rooms at the Monarch Inn.
- F.3 Provide contracted nighttime security services on a nightly basis during the hours of 5:00 p.m. to 5:00 a.m. at the Monarch Inn.
- F.4 Provide rapid rehousing, rental assistance and housing retention services retroactive to July 1, 2024, for unsheltered families that do not qualify for the Monarch Inn Program.
  - F.4.1 CONTRACTOR may select and outsource rental assistance services to a Subcontractor experienced in housing retention services.
- F.5 CONTRACTOR shall ensure that any Subcontractor agreement for services shall include COUNTY standard indemnification provisions in any subcontract indemnifying the COUNTY, its officers, agents and employees, as follows:
  - F.5.1 Subcontractor shall indemnify, defend, hold harmless the COUNTY, its officers, agents, employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the subcontractor’s performance of this agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of KING CITY or the COUNTY. Subcontractor performance includes subcontractor’s action or inaction and the

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<sup>1</sup> The supportive services provided at the Monarch Inn are contracted through the King City Homekey Agreement between DSS and Step Up until June 30, 2025.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- action and inaction of Subcontractor's officers, employees, agents, volunteers, and subcontractors.
- F.6 CONTRACTOR shall ensure that any Subcontractor agreements include commercial general liability insurance coverage, worker's compensation, auto and professional liability insurance for any services performed. Subcontractors shall meet the same insurance requirements as set out in Section 9.0 of this Agreement. The Subcontractor shall be required to name the "County of Monterey, its officers, officials, volunteers, agents and employees" as additional insured.
- F.7 CONTRACTOR shall require that the Subcontractor abide by non-discrimination provisions by requiring the following language in the subcontract agreement:
- F.7.1 During the performance of this Agreement, Subcontractor shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in the California Government Code section 12940(a), either in Subcontractor's employment practices or furnishing of services to recipients. Subcontractor shall comply with all federal, state, and local laws and regulations which prohibit discrimination.
- F.8 CONTRACTOR shall ensure the services provider complies with any ERF-3-R required data collection in the Homeless Management Information System ("HMIS") for each of the programs.
- F.8.1 Monarch Inn Program participants shall be entered into HMIS Project ID# 3799.  
HMIS Grant ID: CALICH-COU-020\_CA-HCD-ERF3R
- F.8.2 Rental Assistance program shall be set-up as a new program in HMIS:  
Project Type: PH Rapid Re-Housing  
RRH Subtype: RRH: Housing with or without services  
Operating Start Date: July 1, 2024  
Housing Type: Tenant-based scattered-site  
HMIS Grant ID: CALICH-COU-020\_CA-HCD-ERF3R
- F.9 CONTRACTOR shall ensure that subcontractor agreement contains an assurance of a drug-free workplace as defined in the State grant agreement<sup>2</sup>.
- F.10 CONTRACTOR shall ensure all activities for all services, budget, timeline, scope, and payment provisions for this Agreement are authorized and approved by the COUNTY Contract Manager as identified in Section C.

### G. TRAVEL/MILEAGE REIMBURSEMENT

- G.1 Travel and Mileage Reimbursement is not a permissible expense for the CONTRACTOR, however, may be included in any Subcontractor agreement.
- G.2 CONTRACTOR agrees that SUBCONTRACTOR shall be reimbursed for travel expenses during this Agreement. Subcontractor shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at [Microsoft Word - County Travel Bus Expense Policy 12 5 12.doc \(monterey.ca.us\)](#). To receive

<sup>2</sup> [STATE ERF-3-R AGREEMENT](#)

## SCOPE OF SERVICES/PAYMENT PROVISIONS

reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at [www.irs.gov](http://www.irs.gov).

### H. ERF-3-R FINANCIAL OVERSIGHT AND ACCOUNTING

H.1 CONTRACTOR shall ensure all Program operations, services and objectives advance ERF-3-R's objective and fall under the following Eligible Use categories:

Eligible Use Category	Eligible Use Description
Rapid Rehousing	Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.
Interim Sheltering	Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

- H.2 CONTRACTOR shall collect data on CONTRACTOR invoices and any Subcontractor invoice in such a manner that expenses are classified as one of the above Eligible Use categories, utilizing an invoice form approved by the COUNTY Contract Manager.
- H.3 CONTRACTOR shall collaborate with COUNTY Contract Manager to prepare and submit all budget modifications and any reporting requirements per the ERF-3-R Grantor agreement for review and ultimate approval.
- H.4 CONTRACTOR shall execute any Subcontractor agreement to meet the ERF-3-R fiscal requirements to expend all ERF-3-R funding by June 30, 2027 (**EXHIBIT B**).
- H.5 CONTRACTOR shall not use ERF-3-R for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, STATE guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program.
- H.6 CONTRACTOR nor their agents shall directly or indirectly use ERF-3-R awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF-3-R funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.
- H.7 CONTRACTOR shall not use ERF-3-R funds to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.



## SCOPE OF SERVICES/PAYMENT PROVISIONS

- H.8 CONTRACTOR acknowledges that this Agreement is valid and enforceable only if sufficient funds are made available from STATE to the COUNTY for the administration of the services under this Agreement.
- H.9 CONTRACTOR agrees that in the event STATE funding is terminated or reduced, or the CONTRACTOR and/or Subcontractors breach any of the services provided for in this Agreement, or if either Party terminates this Agreement for reasonable cause, CONTRACTOR and/or its Subcontractors agree to cooperate with COUNTY to return any unused funds within 30 days of written notice from the COUNTY.

### I. MONITOR EXPENDITURES AND SERVICE PERFORMANCE

- I.1 CONTRACTOR shall participate in annual contract monitoring conducted by COUNTY staff to review fiscal integrity, customer service, business management, and service delivery and may include an on-site visit. Completion of this measure shall be documented through issuance of a contract monitoring report by COUNTY staff.
- I.2 CONTRACTOR shall inform the COUNTY Contract Manager of any failure to perform any component of this Agreement or any executed Subcontractor agreement.

### J. REPORTING

- J.1 CONTRACTOR shall submit by email to the COUNTY signed quarterly reports on expenditures under the two (2) eligible uses and allocations per the budget (**EXHIBIT C**) and as defined in Section H.1, reflecting a summary of activities used to advance items listed in F: DESCRIPTION OF SERVICES using the **Report Form (EXHIBIT E)**.
- J.2 Reporting schedule:

Due Date	Reporting Period Beginning date	Reporting Period End Date
January 10, 2025*	July 1, 2024	December 31, 2024
April 10, 2025	January 1, 2025	March 31, 2025
July 10, 2025	April 1, 2025	June 30, 2025

\*Reporting Period Consists of 2 Quarters.

### K. PAYMENT PROVISIONS

- K.1 COUNTY shall pay CONTRACTOR an amount not to exceed **five hundred sixty-one thousand dollars and zero cents (\$561,000.00)** for the performance of all things necessary for or incidental to the performance of work of this Agreement and in accordance with the **Budget (EXHIBIT C)**. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the invoice.



**SCOPE OF SERVICES/PAYMENT PROVISIONS**

- K.2 **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 **Section F. DESCRIPTION OF SERVICES**. CONTRACTOR shall ensure all program operations and objectives advance ERF- 3-R's objective and eligible use categories listed in **Section H** of this Agreement. b) Allowable costs for travel expenses per **Section G**. incurred while providing services under this Agreement, as set forth the Monterey County Auditor/Controller's Travel Policy <https://www.countyofmonterey.gov/government/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).

**L. INVOICING INSTRUCTIONS & SUBMISSION**

- L.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. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.
- L.2 The invoice shall be submitted on the invoice form set forth in the Invoice Form, **(EXHIBIT D)**.
- L.3 All original invoices shall be submitted by email to the COUNTY Contract Monitor listed in Section C.
- L.4 All funds must be exhausted by CONTRACTOR by August 11, 2025. COUNTY shall not pay any claims for payment for services submitted after August 30, 2025.

*(End of Exhibit A)*

**EXHIBIT B - ERF-3-R GRANT FISCAL DEADLINES****Fiscal Deadlines for Challenge Grants**
**California  
Interagency Council  
on Homelessness**

	Obligation Deadlines	Expenditure Deadlines	Admin Maximum
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ERF-1					
All Jurisdictions	-	-	50%	6/30/2023	5%
			100%	6/30/2024	
ERF-2-L					
All Jurisdictions	100%	6/30/2024	50%	6/30/2024	5%
			100%	6/30/2025	
ERF-2-R					
All Jurisdictions	100%	6/30/2024	50%	6/30/2024	5%
			100%	6/30/2026	
ERF-3-L					
All Jurisdictions	100%	6/30/2025	50%	6/30/2025	5%
			100%	6/30/2026	
FHC-1					
All Jurisdictions	-	-	50%	6/30/2024	5%
			100%	6/30/2026	

**Notes on Fiscal Requirements**

The above deadlines affect the applying jurisdiction. All requirements listed above, including expenditure maximums and expenditure minimums, are required per statute. Cal ICH monitors progress toward these deadlines using data provided on the quarterly and annual reports.

July 1, 2024 to August 11, 2025

Agency Name King City

Expense Categories	Encampment Resolution Funding Program Services \$561,000.00	Total Budget \$561,000.00
INTERIM SHELTERING	\$ 465,000.00	\$ 465,000.00
RAPID REHOUSING	\$ 96,000.00	\$ 96,000.00
Program Total	\$ 561,000.00	\$ 561,000.00

Budget Narrative

ERF-3-R Eligible Expense Category

Line Item narrative

INTERIM SHELTERING:	Property management, cleaning services and onsite security services for the Monarch Inn interim housing program for 19 participant rooms and 1 services coordinator room for up to 30 weeks.
RAPID REHOUSING:	Permanent Housing rental assistance and housing retention services for up to four (4) unsheltered families that do not qualify for the Monarch Inn interim supportive housing program.

Funding Source: ERF-3-R PROGRAM

**King City - ERFG3KC**  
**County Administrative Office Homelessness Strategy and Initiatives Division**  
**July 1, 2024 to August 11, 2025**

Invoice Period: \_\_\_\_\_

Invoice Name: \_\_\_\_\_

[illegible]

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice	Title	Title	Phone #
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Authorizing Signature / Date

Monterey County Authorized Signature / Date

**Remit To:**  
City of King, Attention City Manager  
212 South Vanderhurst Avenue, King City 93930

KING CITY QUARTERLY REPORT FORM

EXIHIBIT E



King City Contract Administrator: Steven Adams, City Manager

Email Address: [sadams@kingcity.com](mailto:sadams@kingcity.com)

Direct Phone Number: 831-386-5917

Email Report to: [HomelessServices@countyofmonterey.gov](mailto:HomelessServices@countyofmonterey.gov)

cc: [federicos@countyofmonterey.gov](mailto:federicos@countyofmonterey.gov)

212 South Vanderhurst Avenue  
King City, CA 93930

Interim Sheltering Allocation:	\$465,000.00
Rapid Rehousing Allocation:	\$96,000.00
Total Contract Amount:	\$561,000.00

Eligible Use Category	Expended This Period	Expended To Date	Remaining Balance
Interim Sheltering:			\$465,000.00
Rapid Rehousing			\$96,000.00
Total Balance:	\$0.00	\$0.00	\$561,000.00

Reporting Period: October 1, 2024 to December 30, 2024  
Report Due Date: January 15, 2025

Summary of Performance Activities Outlined in Exhibit A. Section F: Description of Services. Each quarterly report shall include a short narrative of program outcomes and impacts for the reporting period, reflecting the progress of their ERF-3-R program.

Program Milestone Progress  
Program Challenges  
Program Success Stories

\*Budget Modification Required?: Y/N      \*If yes, attach updated budget.

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person completing Invoice      Title

Authorizing Signature      Date

County Contract Manager Approval

Date