

# **County of Monterey 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 Glenn Church, seconded by Supervisor Luis A. Alejo to:

#### Agreement No. A-17195; Amendment No. 3

a. Approve and authorize the County Administrative Officer, or designee to execute Amendment No. 3 to Agreement No. A-17195 with the City of King ("King City") for the provision of interim sheltering to the former occupants of the Salinas River encampment near King City where the amendment increases the Agreement amount by \$148,255 for a revised total contract amount not to exceed \$1,009,255 with no change to the existing term of July 1, 2024, to June 30, 2026; and

b. Approve and authorize the County Administrative Officer or designee, to execute an additional two (2) future amendments that do not exceed 10% (\$100,925) of the Agreement amount that does not significantly alter the scope of services subject to approval by the Office of the County Counsel.

PASSED AND ADOPTED on this 28th day of October 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Root Askew and Daniels

NOES: None

ABSENT: Supervisor Lopez

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 October 28, 2025.

Dated: October 28, 2025

File ID: 25-733

Agenda Item No.: 27

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

Margarita Hernandez, Deputy

#### AMENDMENT #3 TO AGREEMENT A-17195 BY AND BETWEEN COUNTY OF MONTEREY & CITY OF KING

**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 King (hereinafter "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an AGREEMENT for the provision of a temporary homeless shelter program and temporary rental assistance to former occupants of an encampment located along the Salinas River for the period of July 1, 2024 to August 11, 2025 for a contract total of \$561,000.00; and,

**WHEREAS**, the parties amended the AGREEMENT via AMENDMENT #1 to add \$300,000.00 to support CONTRACTOR'S acquisition of the Days Inn property located in King City that will provide 45 studio units of permanent supportive housing for the former occupants of an encampment site located along the Salinas River near the City of King with no change to the contract term for a revised contract total of \$861,000.00; and,

WHEREAS, the parties amended the AGREEMENT via AMENDMENT #2 to extend the term of the agreement to June 30, 2026, to utilize remaining rapid rehousing funding for clients served by the Monarch Inn Program, and to extend the Monarch Inn Program through to February 28, 2026, with no change to the contract amount; and,

WHEREAS, the parties wish to amend the AGREEMENT via AMENDMENT #3 to add \$148,255.00 to support the provision of a temporary homeless shelter program located at the Monarch Inn King City to the program participants of the Homekey King City project and to extend the Monarch Inn Interim Sheltering program to March 31, 2026, for a revised contract total of \$1,009,255.00, with no change to the term.

**NOW THEREFORE**, the COUNTY and CONTRACTOR agree to amend the AGREEMENT in the following manner:

This Agreement is hereby amended on the terms and conditions set forth in the Original Agreement and Amendment #3 incorporated herein by this reference, except as specifically set forth below.

#### 1. <u>SECTION 1.0, "GENERAL DESCRIPTION" is amended to read as follows:</u>

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A-3** in conformity with the terms of this Agreement.

#### 2. <u>SECTION 2.0, "PAYMENT PROVISIONS" is amended to read as follows:</u>

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **EXHIBIT A-3**, 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 **\$1,009,255.00**.

### 3. <u>SECTION 4.0, "SCOPE OF SERVICES AND ADDITONAL PROVISIONS" is amended to read as follows:</u>

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement: Exhibit A-3 Scope of Services/Payment Provisions, Exhibit B-3 Fiscal

### Deadlines, Exhibit C-3 Budget, Exhibit D-3 Invoice Form, Exhibit E-3 Reporting Form, and Exhibit F-3 HMIS Provisions

- 4. **Exhibit A-3** replaces Exhibit A-2 and reflects the **addition of \$148,255.00** for a new contract total of **\$1,009,255.00** and the extended term of the Monarch Inn Program through March 31, 2026.
- 5. **Exhibit B-3** replaces Exhibit B and reflects the updated ERF-3-R fiscal deadlines.
- 6. Exhibit C-3 replaces Exhibit C-1 and reflects the updated budget with the addition of \$148,255.00 for a new contract total of \$1,009,255.00.
- 7. **EXHIBIT D-3** replaces Exhibit D-1 and reflects the updated invoice template with the **addition of \$148,255.00** for a new contract total of **\$1,009,255.00**.
- 8. **EXHIBIT E-3** replaces Exhibit E and reflects the **updated reporting form**.
- 9. EXHIBIT F-3 is added and reflects the County adopted Homeless Management Information System provisions.
- 10. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #3 and shall continue in full force and effect as set forth in the AGREEMENT.
- 11. A copy of this AMENDMENT #3 shall be attached to the original AGREEMENT, AMENDMENT #1, and AMENDMENT #2 dated July 1, 2024, April 29, 2025, and August 7, 2025, respectively.

This space left blank intentionally.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT #3 on the day and year written below

Sonia M. De La Rosa, CAO  Docusigned by:  Diboral Padinulli  Deborah Paolinelli, Assistant CAO  Date: 11/5/2025   4:03 PM PST  CONTRACTS/PURCHASING (C/P):  Debora R. Wilson, C/P Officer  Date: 11/5/2025   3:45 PM PST  Date: 11/5/2025   3:45 PM PST  APPROVED AS TO FORM: Office of the County Counsel-Risk Management, Susan K. Blitch, County Counsel  Docusigned by:  Docusigned by:  Strum Llams  City Manager  By: City Atlorney  By: Status Llams  City Manager  By: Signed by:  Roy C. Sautos  Solved Topocousigned by: City Attorney  Date: 10/6/2025   9:07 AM PDT  APPROVED AS TO FORM: Office of the County Counsel-Risk Management, Susan K. Blitch, County Counsel  Docusigned by:  Docusigned by:  Docusigned by:  Date: 10/6/2025   9:07 AM PDT	COUNTY ADMINISTRATIVE OFFICE (CAO)	CITY OF KING
By: Deborah Paolinelli Deborah Paolinelli, Assistant CAO  Date: 11/5/2025   4:03 PM PST  CONTRACTS/PURCHASING (C/P):  Docussigned by:  Linguica Rulas Debra R. Wilson, C/P Officer  Date: 11/5/2025   3:45 PM PST  Debra Store of the County Counsel-Risk Management, Susan K. Blitch, County Counsel  Docussigned by:  Docussigned by:  Date: 10/6/2025   9:05 AM PDT  CITY OF KING  Signed by:  Loy C. Santos  10/6/2025   9:07 AM PDT  Date: 10/6/2025   9:07 AM PDT	Sonia M. De La Rosa, CAO	DocuSigned by:
Deborah Paolinelli, Assistant CAO  Date: 11/5/2025   4:03 PM PST  CONTRACTS/PURCHASING (C/P):  By: Linguita Rulas Debra R. Wilson, C/P Officer  Date: 11/5/2025   3:45 PM PST  Date: 11/5/2025   3:45 PM PST  APPROVED AS TO FORM: Office of the County Counsel-Risk Management, Susan K. Blitch, County Counsel  Docusigned by:  City Manager  City Manager  City Manager  City Manager  Date: 10/6/2025   9:05 AM PDT  Date: 10/6/2025   9:05 AM PDT  Date: 10/6/2025   9:07 AM PDT	(	Steven Mans
Deborah Paolinelli, Assistant CAO  Date: 11/5/2025   4:03 PM PST  CONTRACTS/PURCHASING (C/P):  By: Linguita Rulas Debra R. Wilson, C/P Officer  Date: 11/5/2025   3:45 PM PST  Date: 11/5/2025   3:45 PM PST  APPROVED AS TO FORM: Office of the County Counsel-Risk Management, Susan K. Blitch, County Counsel  Docusigned by:  City Manager  City Manager  City Manager  City Manager  Date: 10/6/2025   9:05 AM PDT  Date: 10/6/2025   9:05 AM PDT  Date: 10/6/2025   9:07 AM PDT	Deborale Paolinelli	By: 5(CACAC REPORT)
Date: 11/5/2025   4:03 PM PST  CONTRACTS/PURCHASING (C/P):  By: Livelia Rulas  Approved As To Form:  Office of the County Counsel-Risk Management, Susan K. Blitch, County Counsel  Date: 11/5/2025   9:05 AM PDT  CITY OF KING  Signed by:  Roy C. Sautos  By: Livelia Rulas  By: Livelia Rulas  Date: 10/6/2025   9:07 AM PDT  Date: 10/6/2025   9:07 AM PDT	By:	City Manager
Date: 11/5/2025   3:45 PM PST  Dete: 11/5/2025   3:45 PM PST  Deficition of the County Counsel-Risk Management, Susan K. Blitch, County Counsel  Docusigned by:    City Of King	Deboran Paoiniem, Assistant CAO	
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By: Live Rules  By: Live Rules  By: Live Rules  By: Live Rules  By: Loy C. Sautos  By: Loy C. Sautos  By: Loy C. Sautos  City Attorney  Date: 10/6/2025   9:07 AM PDT  APPROVED AS TO FORM:  Office of the County Counsel-Risk Management,  Susan K. Blitch, County Counsel  Docusigned by:	Date: 11/5/2025   4:03 PM PST	
By: Live Rules  By: Live Rules  By: Live Rules  By: Live Rules  By: Loy C. Sautos  By: Loy C. Sautos  By: Loy C. Sautos  City Attorney  Date: 10/6/2025   9:07 AM PDT  APPROVED AS TO FORM:  Office of the County Counsel-Risk Management,  Susan K. Blitch, County Counsel  Docusigned by:	CONTRACTS/PURCHASING (C/P):	CITY OF KING
Debra R. Wilson, C/P Officer  City Attorney  Date: 11/5/2025   3:45 PM PST  Date: 10/6/2025   9:07 AM PDT  APPROVED AS TO FORM: Office of the County Counsel-Risk Management, Susan K. Blitch, County Counsel  Docusigned by:		
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Anne Brereton, Deputy County Counsel	Anne Brereton, Deputy County Counsel	
Date: 10/7/2025   3:34 PM PDT	Date: 10/7/2025   3:34 PM PDT	
Date.	Date.	
APPROVED AS TO RISK MANAGEMENT:	APPROVED AS TO RISK MANAGEMENT:	
Office of the County Counsel-Risk Management,		
Susan K. Blitch, County Counsel	· · · · · · · · · · · · · · · · · · ·	
Signed by:	Signed by:	
- David Bolton.	- David Bolton.	
By: 5000000000000000000000000000000000000		
David Bolton, Risk Manager	David Bolton, Risk Manager	
Date: 10/7/2025   4:17 PM PDT	Date: 10/7/2025   4:17 PM PDT	
APPROVED AS TO FISCAL PROVISIONS:		
Rupa Shah, Auditor-Controller	•	
By:		
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Date: 10/9/2025   7:12 AM PDT	Date: 10/9/2025   7:12 AM PDT	

#### CITY OF KING ("CONTRACTOR") KING CITY MONARCH INN PROGRAM

A. **FUNDING AMOUNT** \$ 561,000.00 ERF-3-R

\$ 300,000.00 WPC \$ 123,206.80 HHAP-4 \$ 25,048.00 HHAP-3 **\$1,009,254.80 Total** 

B. **CONTRACT TERM** Retroactive to July 1, 2024, to June 30, 2026

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 1: HCD Encampment Resolution Funding, round 3 (ERF-3-R)

Date County Awarded Funding: April 18, 2024

CFDA Passthrough Information and Dollar Amount:  $\ensuremath{N/A}$ 

Federal Award Identification Number (FAIN): N/A

Federal Award Description: N/A Research and Development: No

Maximum Allowable Indirect Cost Rate: None

SUBAWARD 2: HCD Homeless, Housing, Assistance, and Prevention Funding Program (HHAP)

Date County Awarded Funding: August 13, 2021 (HHAP-3) and July 1, 2023 (HHAP-4)

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 ("CONTRACTOR"), Step Up on Second Street ("Step Up") and the Coalition of Homeless Services' Providers, agreed through a Memorandum of Understanding ("MOU") and service 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 residency of a permanent supportive motel conversion housing project.

This Agreement with CONTRACTOR utilizes a portion of an Encampment Resolution Funding Grant ("ERF-3-R") and Homeless, Housing, Assistance, and Prevention Grant funding ("HHAP") to continue the provision of property management services and interim housing at the Monarch Inn through March 31, 2026, for the former occupants of the encampment site, and for the provision of long term to medium-term rental assistance and housing retention services for the unsheltered families and/or individuals formerly living at the encampment site. CONTRACTOR shall also utilize an additional one-time funding contribution on behalf of the County of Monterey ("COUNTY") through its Health Department available funds from the Whole Person Care Pilot program in the amount of three hundred thousand dollars (\$300,000) to support CONTRACTOR'S acquisition of the Days Inn property, formerly known as the Homekey King City, that will be converted into 45 studio units to provide permanent supportive housing for the former occupants of the encampment site currently interim sheltering 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 March 31, 2026, 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 and for clients served by the Monarch Inn Program.

<sup>&</sup>lt;sup>1</sup> Monarch Inn Supportive Services Contract

- 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 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 coordinate with the COUNTY and the Coalition of Homeless Services Providers for systems support to ensure Step Up on Second Street, Inc., the designated services provider for this program, complies with any ERF-3-R or HHAP required data collection in the Homeless Management Information System ("HMIS") for each of the funding programs and are in compliance with the County adopted HMIS provisions, **EXHIBIT F-3.**

- F.9 CONTRACTOR shall ensure that for any subcontractor agreements it shall contain an assurance of a drug-free workplace as defined in the State ERF and HHAP grant agreements<sup>2</sup>.
- F.10 CONTRACATOR 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.
- F.11 CONTRACTOR shall use a one-time funding contribution in the amount of three hundred thousand dollars (\$300,000) to support CONTRACTOR'S purchase of the former King City Homekey located at the Days Inn ("Property") on 1130 Broadway Street in King City that will create 45 units of permanent supportive housing upon completion of renovations by the Housing Authority of the County of Monterey under a separate agreement with the COUNTY<sup>3</sup>.

#### 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 <a href="Microsoft Word-County Travel Bus Expense Policy 12 5 12.doc (monterey.ca.us)">Microsoft Word-County Travel Bus Expense Policy 12 5 12.doc (monterey.ca.us)</a>. To receive 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 <a href="www.irs.gov">www.irs.gov</a>.

#### 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.

<sup>&</sup>lt;sup>2</sup> ERF-3-R Grant Agreement

<sup>&</sup>lt;sup>3</sup> HACM PSH Agreement A-17232

- 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 and defined in Section K and Section L of this Exhibit.
- H.3 CONTRACTOR shall collaborate with COUNTY Contract Manager to prepare and submit all budget modifications and any reporting requirements for review and ultimate approval by the COUNTY.
- 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, 2028 (**EXHBIT B-3**).
- 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.
- 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. HHAP FUNDING FINANCIAL OVERSIGHT AND ACCOUNTING

I.1 CONTRACTOR shall ensure all program operations and objectives advance HHAP's objective and fall within the following eligible use categories:

Eligible Use Category	Eligible Activities Applied to the Eligible Population
	Provision of Interim Sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters.

Operating Subsidies	Interim	Subsidies that support ongoing operation and availability of
Housing		existing interim housing (both congregate and non-
		congregate).

- I.2 CONTRACTOR shall submit invoices utilizing the template approved by COUNTY described in Section K and Section L of this Exhibit.
- I.3 CONTRACTOR shall collaborate with COUNTY to prepare and submit budget modification for HHAP funding as needed, subject to approval by COUNTY and the State.
- I.4 CONTRACTOR acknowledges that this Agreement is valid and enforceable only if sufficient HHAP funds are made available to COUNTY for the administration of the services under this Agreement.
- I.5 In the event HHAP funding is terminated, reduced, or the CONTRACTOR breaches any of the duties under this Agreement, CONTRACTOR agrees to cooperate with the COUNTY to return any unused funds within thirty (30) days of written notice from the COUNTY.

#### J. REPORTING

- J.1 CONTRACTOR shall attend at least one (1) status meeting with COUNTY per month to ensure regular communication regarding services and operations. If CONTRACTOR is unable to attend a regularly scheduled meeting, CONTRACTOR shall provide notification and status report via email to the COUNTY Contract Manager.
- J.2 CONTRACTOR shall submit monthly invoices using the COUNTY approved invoice template (**EXHIBIT D-3**) on the 10<sup>th</sup> of the month following the month services are provided as defined in Sections M and N of this Exhibit.
- J.3 CONTRACTOR shall submit by email to the COUNTY signed reports upon request by COUNTY on expenditures under the eligible uses and allocations per the budget (**EXHIBIT C-3**) and as defined in Section H.1 and Section I.1, reflecting a summary of activities used to advance items listed in F: DESCRIPTION OF SERVICES using the **Report Form (EXHIBIT E-3).**
- J.4 CONTRACTOR shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provider under the HHAP funding.
  - J.4.1 Records demonstrating that funded activities meet the objectives of the HHAP program.
  - J.4.2 Records are required to determine the eligibility of activities per eligible use.
- J.5 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.
- J.6 CONTRACTOR shall inform the COUNTY Contract Manager of any failure to perform any component of this Agreement or any executed Subcontractor agreements.

#### K. PAYMENT PROVISIONS

K.1 COUNTY shall pay CONTRACTOR an amount not to exceed **one million nine thousand two hundred fifty-four dollars and eighty cents (\$1,009,254.80)** 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-3).**
- K.2 CONTRACTOR shall submit monthly invoices until all ERF-3-R and HHAP funds are exhausted or completion of the Agreement, whichever occurs first. The monthly invoice shall set forth the total amount to be paid for the services performed under this Agreement for the previous month, together with an itemized basis for the amounts claimed. 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 certified invoice.
- K.3 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 and HHAP's objective, and eligible use categories listed in Sections H and I 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 <a href="https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures">https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures</a> and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at 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-3**).
- L.3 All original invoices shall be submitted by email to the COUNTY Contract Monitor listed in Section C.
- L.4 County whole person care funds in the amount of three hundred thousand dollars (\$300,000) must be exhausted by CONTRACTOR by June 30, 2025.
- L.5 All ERF-3-R and HHAP funds must be exhausted by CONTRACTOR by June 30, 2026. COUNTY shall not pay any claims for payment for services submitted after the 10<sup>th</sup> of July 2026.

(End of Exhibit A-3)

#### ENCAMPMENT RESOLUTION FUNDING GRANT DEADLINES

#### Exhibit B-3

#### **Encampment Resolution Funding (ERF) Deadlines**

Pursuant to AB 130 (2025), Health and Safety Code 50253(d) and (e)

Program Round	Award Date	Obligation Deadlines Exper			diture Deadlines	Final Report Due	
ERF 2 Lookback	October 26, 2022	100%	10/26/2024	50%	10/26/2024	April 1, 2026	
ERI Z LOOKDACK		100%	10/20/2024	100%	10/26/2025	April 1, 2020	
	Window 1	100%	6/14/2025	50%	6/14/2025	April 1, 2028	
ERF Round 2	June 14, 2023	100%	0/14/2023	100%	6/14/2027	April 1, 2026	
Rolling	Window 2	100%	8/22/2025	50%	8/22/2025	April 1 2020	
	August 22, 2023			100%	8/22/2027	April 1, 2028	
ERF Round 3	C-nt-mb-r 12 2022	100%	9/12/2025	50%	9/12/2025	April 1 2027	
Lookback	September 12, 2023	100%	9/12/2025	100%	9/12/2026	April 1, 2027	
	Window 1	100%	00% 4/18/2026	50%	4/18/2026	April 1 2020	
	April 18, 2024	100%	4/18/2020	100%	4/18/2028	April 1, 2029	
ERF Round 3	Window 2, funded by ERF 3R	100%	10/04/2026	50%	10/04/2026	April 1, 2029	
	October 4, 2024	100%		100%	10/04/2028	April 1, 2029	
Rolling	Window 2, funded by ERF 4L	100%	10/04/2026	50%	10/04/2026	April 1 2020	
	October 4, 2024		10/04/2020	100%	10/04/2027	April 1, 2028	
	Window 3, funded by ERF 4L	100%	2/24/2027	50%	02/24/2027	April 1 2020	
	February 24, 2025	100%	2/24/202/	100%	02/24/2028	April 1, 2028	

#### **BUDGET**

			Jul	y 1, 2024 to J	une 3	30, 2026				
Agency Name	: CIT	Y OF KING								
Expense Categories		ERF-3-R		Person Care Funding	Н	HAP3 - OPSB	Н	HAP4 - INSH & OPSB		Total Budget
	,	\$561,000.00	\$3	00,000.00		\$25,048.00		\$123,206.80		\$1,009,254.80
Interim Sheltering	\$	465,000.00	\$	-	\$	-	\$	122,798.23	\$	587,798.23
Rapid Rehousing	\$	96,000.00	\$	-	\$	-	\$	-	\$	96,000.00
Days Inn Acquisition	\$	-	\$	300,000.00					\$	300,000.00
Program Operations					\$	25,048.00	\$	408.57	\$	25,456.57
Program Total	\$	561,000.00	\$	300,000.00		\$25,048.00	\$	123,206.80	\$	1,009,254.80
Budget Narrative	Line	Item narrative								
Interim Sheltering										
Rapid Rehousing		ct rental assistanc City including fa						participants of th	e fo	ormer Homekey
Days Inn Acquisition	Partial acquisition costs for CONTRACTOR'S purchase of the Days Inn Motel for the provision of permanent housing to be operated and renovated by the Housing Authority of the County of Monterey.									
Program Operations	Additional operation expenses for property management, cleaning services and onsite security services for the Monarch Inn interim housing program for 19 participant rooms and 1 services coordinator room until March 31, 2026.									
Funding Source(s)	: ERF-	3-R PROGRAM	, HHAI	3 & HHAP 4	PRO	GRAMS, and W	НО	LE PERSON CA	RE	FUNDS

EXHIBIT C-3 BUDGET Page 1 of 1



Billing Contact: Steven Adams, City Manager
Email Address: sadams@kingcity.com
Direct Phone Number: 831-386-5917

 $\frac{Homeless Services@countyofmonterey.gov}{federicos@countyofmonterey.gov}$ 

	Invoice Period:
	Date of Invoice:
	Invoice Number:
7/01/24 to 06/30/2026	Contract Term:
CY*2534	Vendor Code:

Eligible Use Categories	A	location Amount
ERF Interim Sheltering:	\$	465,000.00
Days Inn Acquisition:	\$	300,000.00
ERF Rapid Rehousing:	\$	96,000.00
HHAP-4 Interim Sheltering:	\$	122,798.23
HHAP-4 Operating Subsidies:	\$	408.57
HHAP-3 Operating Subsidies:	\$	25,048.00
Total Contract Amount:	\$	1,009,254.80

#### 212 South Vanderhurst Avenue King City, CA 93930

Eligible Use Category	Expended This Period	E	zpended To Date	Remaining Balance	Accounting String Nos.	ogram Code-Activity Code
ERF Interim Sheltering:	\$ -	\$	465,000.00	\$ -	001-1050-8598-CAO004-6613	ERFG3KC
Days Inn Acquisition:	\$ -	\$	300,000.00	\$ -	023-4000-8473-HEA017-6613	GRTADM-VPC
ERF Rapid Rehousing	\$ -	\$	56,000.00	\$ 40,000.00	001-1050-8598-CAO004-6613	ERFG3KC
HHAP-4 Interim Sheltering	\$ -	\$	-	\$ 122,798.23	001-5010-8258-SOC004-6834	HHAP4-INSH
HHAP-4 Operations	\$ -	\$	-	\$ 408.57	001-5010-8258-SOC004-6834	HHAP4-OPSB
HHAP-3 Operations	\$ -	\$	-	\$ 25,048.00	001-5010-8258-SOC004-6834	HHAP3-OPSB
Totals:	<b>\$</b> -	\$	821,000.00	\$ 188,254.80	\$ 1,009,254.80	

Expense Table								
Date of Service(s):	Eligible Use	Expense Category	Description of Service	Invoice F	Period Expense			
Attach original invoices fro	I om Subcontractors.		Total Amount to be Paid to Contractor:	S	-			
<del>-</del>			Remit Payment To:		tv of King			

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.

City of King Attn: Accounts Receiveable 212 S. Vanderhurst Ave. King City, CA 93930

City Representative Signature	Date Signed
County Contract Manager Approval	Data Signad



King City Contract Administrator: Steven Adams, City Manager

Email Address: sadams@kingcity.com
Direct Phone Number: 831-386-5917

212 South Yanderhurst Avenue King City, CA 93930 Email Report to: federicos@countyofmonterey.gov

Reporting Period: July 1, 2024 to June 30, 2026 Report Due Date: January 10, 2025

		cription of Services. Each quarterly report sl ogress of their ERF-3-R and HHAP program	
		*Budqot Madification Roq	uirod?: YAN "If yes, attach updated budget.
I certify that this report is correct and complete to	o the best of my knowledge and that the co	sts are eligible pursuant to the terms of the contract.	
Person completing Invoice	Title	Authorizing Signature	Date
County Contract Manager Approval		Date	

## HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REQUIREMENTS

This Exhibit F-3 ("Exhibit") is hereby incorporated into and made part of the Agreement dated July 1, 2024 ("Agreement") by and between the County of Monterey and City of King ("CONTRACTOR"). The purpose of this Exhibit is to establish mandatory requirements for the use of the Homeless Management Information System ("HMIS") in accordance with 24 CFR 578, AB 977, and local regulations.

#### 1. Purpose and Compliance

- **1.1.** CONTRACTOR or the Program's designated services provider (SERVICES PROVIDER) shall utilize HMIS to collect, manage, and report client-level data and program performance for all homeless services funded under this Agreement.
- **1.2.** CONTRACTOR or SERVICES PROVIDER shall comply with the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act, the U.S. Department of Housing and Urban Development (HUD) HMIS Data Standards, California State Assembly Bill 977, and all applicable federal, state, and local requirements.
- **1.3.** CONTRACTOR or SERVICES PROVIDER shall adhere to the HMIS Policies and Procedures established by the Coalition of Homeless Services Providers, Monterey/San Benito Counties' local Continuum of Care ("CoC") lead agency to ensure consistency, privacy, and security of client data.
- **1.4.** CONTRACTOR or SERVICES PROVIDER shall dedicate at least one decision-making level staff person to participate in the CoC's HMIS Oversight Committee to represent the agency.

#### 2. Data Entry and Reporting Requirements

- **2.1.** CONTRACTOR or SERVICES PROVIDER shall enter accurate, complete, and timely data into HMIS within 3 business days of client interactions or service provision.
- **2.2.** CONTRACTOR or SERVICES PROVIDER shall ensure all program participants complete the required HMIS Release of Information prior to data entry in accordance with the CoC's privacy policies.
- **2.3.** CONTRACTOR or SERVICES PROVIDER shall participate in the annual sheltered point-in-time count and housing inventory count in accordance with the CoC's policies and procedures.
- **2.4.** CONTRACTOR or SERVICES PROVIDER shall maintain a minimum of a 99% data completeness record for transitional housing, permanent supportive housing, rapid rehousing and other permanent housing projects. Outreach projects are expected to collect at least 85% of the data elements required in HMIS.
- **2.5.** CONTRACTOR and SERVICES PROVIDER shall partner with the CoC to resolve data collection errors identified in the annual Longitudinal Systems Analysis (LSA) in a timely fashion.

#### 3. Privacy and Security Compliance

**3.1.** CONTRACTOR or SERVICES PROVIDER shall comply with all applicable privacy and confidentiality regulations, including but not limited to the HMIS Privacy and

## HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REQUIREMENTS

- Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.
- **3.2.** CONTRACTOR or SERVICES PROVIDER shall ensure all HMIS users complete annual security and privacy training as required by the CoC.
- **3.3.** CONTRACTOR or SERVICES PROVIDER shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.

#### 4. HMIS User Access and Training

- **4.1.** CONTRACTOR or SERVICES PROVIDER shall designate an HMIS Lead User responsible for managing user accounts, ensuring compliance, and serving as the primary contact for HMIS-related matters.
- **4.2.** All HMIS users must complete initial and ongoing training as required by the CoC to maintain system access.
- **4.3.** The Agency shall immediately notify the HMIS Administrator of any staff changes that affect system access and shall deactivate access for former employees within 3 business days.

#### 5. Non-Compliance and Remedies

- **5.1.** Failure to comply with HMIS requirements may result in corrective actions, including but not limited to:
  - **5.1.1.** Required remedial training;
  - **5.1.2.** Temporary suspension of HMIS access;
  - **5.1.3.** Withholding of funding until compliance is achieved;
  - **5.1.4.** Termination of this Agreement for repeated non-compliance.
- **5.2.** The Agency shall work in good faith to resolve any HMIS-related deficiencies identified during audits or compliance reviews.