

## COUNTY OF MONTEREY

### Amendment #2 to Agreement #A-16779

City of King, Coalition of Homeless Services Providers and Step Up on Second St., Inc

**This Amendment No. 2** is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and City of King, Coalition of Homeless Services Providers and Step Up on Second St., Inc. (hereinafter “CONTRACTOR”),

**WHEREAS**, COUNTY and CONTRACTOR, entered into an agreement for funding and operation of a temporary homeless shelter program at the Monarch Inn Motel for the period of November 1, 2023, through July 10, 2024 with a total contract amount of \$616,524 (hereinafter “Original Agreement”).

**WHEREAS**, the parties amended the agreement via Amendment #1 by increasing the amount of leased rooms, City contribution by an additional \$30,000, County contribution by an additional \$94,000 for a new contract total of \$740,524 and extending the term of the agreement through February 12, 2025.

**WHEREAS**, the parties wish to amend the agreement via Amendment #2 to **add County of Monterey County Administrative Office (CAO) – Homeless Strategies & Initiatives Divisions (HSI)** as a party to this agreement, add CAO’s contribution of **\$465,000** from the **Encampment Resolution Funds (ERF)** and **extend the term through August 11, 2025.**

## 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 and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. **Section B, Paragraph titled “TERM”** is hereby amended as follows: “The term of this MOU shall be from November 1, 2023, through **August 11, 2025.**”
2. **Section E.1.d**, under “**COST SHARING**” is hereby amended as follows: “**County of Monterey County Administrative Office (CAO) - HSI shall provide four hundred and sixty-five thousand dollars (\$465,000) from Encampment Resolution Funding 3 (ERF).**”
3. **Section E.2.e**, under “**COST SHARING**” is here amended as follows: “**CAO - HSI shall pay up to four hundred and sixty-five hundred dollars (\$465,000) to Step Up for the interim emergency program.**”
4. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment #2 and shall continue in full force and effect as set forth in the Original Agreement and Amendment #1.
5. A copy of this Amendment #2 shall be attached to the Original Agreement.

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

COUNTY OF MONTEREY:

Signed by:  
By: Roderick W. Franks  
Director/Designee

Date: 1/10/2025 | 10:23 AM PST

Approved as to Form:

DocuSigned by:  
By: Anne Brenton  
Anne Brenton, Deputy County Counsel

Date: 12/3/2024 | 11:29 AM PST

CONTRACTOR:

City of King

DocuSigned by:  
By: Steven Adams  
Steve Adams, City Manager

Date: 11/20/2024 | 3:48 PM PST

Step Up On Second Street, Inc.

Signed by:  
By: Tod Lipka  
Tod Lipka, President and CEO

Date: 11/21/2024 | 10:09 AM PST

Coalition Of Homeless Services Providers

Signed by:  
By: Katrina McKenzie  
Katrina McKenzie, Executive Director

Date: 11/26/2024 | 9:39 AM PST

County of Monterey  
County Administrative Office - HSI

DocuSigned by:  
By: Debra Paolinelli  
Debra Paolinelli, Assistant County  
Administrative Officer

Date: 12/3/2024 | 10:16 AM PST

**MEMORANDUM OF UNDERSTANDING  
AMENDED AGREEMENT  
BY AND BETWEEN  
CITY OF KING, COUNTY OF MONTEREY,  
COALITION OF HOMELESS SERVICES PROVIDERS,  
AND STEP UP ON SECOND STREET, INC.  
REGARDING A TEMPORARY HOMELESS SHELTER PROGRAM**

This Memorandum of Understanding (MOU) is by and between the City of King (“City”), the County of Monterey Department of Social Services (“MCDSS”), **County of Monterey County Administrative Office (“CAO”) Homeless Strategies & Initiatives Division (HSI)**, Coalition of Homeless Services Providers (“Coalition”), and Step Up on Second Street, Inc. (“Step Up”) for funding and operation of a temporary homeless shelter program at the Monarch Inn Motel.

**A. PURPOSE**

This Memorandum of Understanding was developed by City, County, Coalition and Step Up, collectively referred to as the “Parties” in order to co-fund and establish a short-term temporary interim shelter program for homeless individuals in King City with a particularly focus on those formerly residing in the Salinas Riverbed area encampments adjacent to King City. The objectives of the program include:

1. To provide temporary alternative shelter for homeless individuals formerly living in the Salinas Riverbed encampments adjacent to King City to provide shelter for those who were displaced when enforcement of trespassing violations took place.
2. To assist homeless individuals with the relocation to temporary shelter units.
3. To coordinate assistance to homeless individuals while they reside in the temporary shelter units.
4. To work with homeless individuals while residing in the temporary shelter units to qualify and prepare them for future residency in the Step Up King City permanent supportive housing project.

**B. TERM**

The term of this MOU shall be from November 1, 2023 through ~~February 12, 2025~~ **August 11, 2025**.

**C. PRIOR AGREEMENT**

Parties entered into a prior agreement for the same purpose for the period of July 15, 2023 through October 31, 2023, which included Shangri-La Industries, LLC (“Shangri-La”) as an additional party. Shangri-La is in violation of the terms of the agreement for non-payment of their portion of the costs in addition to related costs later agreed to. All services set forth in that agreement have been provided and completed. Therefore, a portion of the costs set forth in this agreement are for the purpose of reimbursing City for the prior non-payment for services provided

## **D. SERVICES**

1. City shall lease 19 rooms at the Monarch Inn for the term of this MOU for homeless individuals and 1 room for a Service Coordinator office.
2. City shall contract for weekly cleaning services for all rooms.
3. City shall contract for nighttime security services on a nightly basis during the hours of 8:00 p.m. to 2:00 a.m.
4. Step Up shall employ and dedicate one Service Coordinator to assist and organize activities and services for the residents. The Service Coordinator shall work on site for a minimum of 8 hours per day each Monday through Friday.
5. Step Up shall coordinate registration of each resident, obtain signed temporary motel agreements setting forth conditions for participation in the program, and assist residents with the qualification process for the permanent supportive housing project.
6. The Service Coordinator shall monitor activity of the residents and help ensure compliance with all conditions, coordinate and respond to the property owner and property manager regarding any concerns, and coordinate with the City on all issues related to operation of the program.
7. Step Up Property Management will not be held responsible or liable for any matters related to property management, including general maintenance, work orders, destruction of property, and property management emergencies.
8. The Service Coordinator shall report any maintenance needs to the Monarch Inn manager for repair. Any repair expenses outside normal maintenance shall be deducted by the Monarch Inn manager from a deposit provided by the City or invoiced to City if the deposit is fully expended.
9. Any emergencies shall be reported by the Service Coordinator to the King City Police Department for response.
10. Participants that fail to adhere to the guidelines stated on their temporary motel agreement may be dismissed from the program and asked to leave their motel indefinitely.

## **E. COST SHARING**

1. Parties shall provide the following cash funding to operate the program:
  - a. City shall provide ninety thousand, three hundred dollars (\$90,300) from PLHA funds.
  - b. MCDSS shall allow for up to one hundred seventy-five thousand dollars (\$175,000) in prior approved HHAP Round 3 funds originally intended for King City Homekey, and provide one hundred thousand dollars (\$100,000) in Unassigned Fund Balance ~~ARPA~~ to Step Up as pass-through funds to the City.
  - c. Coalition shall provide three hundred and twenty-seven thousand, two hundred and eighty-one dollars and five cents (\$327,281.05) as a portion of prior approved HHAP Round 3 funds to Step Up as pass-through funds to the City and forty-seven thousand, nine hundred and forty-two dollars and ninety-five cents (\$47,942.95) in prior approved HHAP Round 2 funds to the City.

- ## F. MUTUAL INDEMNIFICATION

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3. During the performance of this MOU, Parties shall be responsible for providing any statutory benefits and insurance to their respective employees related to the services provided by this MOU.
4. No party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this MOU without the prior consent of the other party.
5. No alteration, modification, or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on either party hereto.

## F. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives on the dates set forth below.

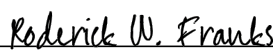
We, the undersigned, as authorized representatives of the **CITY OF KING**, the **COUNTY OF MONTEREY DEPARTMENT OF SOCIAL SERVICES**, **COUNTY OF MONTEREY COUNTY ADMINISITRATIVE OFFICE**, the **MONTEREY COUNTY COALITION OF HOMELESS SERVICES PROVIDERS**, and **STEP UP ON SECOND STREET, INC.** do hereby approve this document.

### CITY OF KING

DocuSigned by:  
  
Steven Adams, City Manager

Dated: 11/20/2024 | 3:48 PM PST

### COUNTY OF MONTEREY

Signed by:  
  
Roderick W. Franks, Director/Designee of Department of Social Services


Dated: 1/10/2025 | 10:23 AM PST

### COALITION OF HOMELESS SERVICE PROVIDERS

Signed by:  
  
Katrina McKenzie, Director


Dated: 11/26/2024 | 9:39 AM PST

### STEP UP ON SECOND STREET, INC.

Signed by:  
  
Todd Lipka, President and CEO


Dated: 11/21/2024 | 10:09 AM PST

**COUNTY OF MONTEREY CAO**

DocuSigned by:  
  
Deborah Paulinelli, Assistant County  
Administrative Officer

Dated: 12/3/2024 | 10:16 AM PST

**Approved as to Form  
OFFICE OF THE COUNTY COUNSEL**

DocuSigned by:  
  
Anne Brenton, Deputy County Counsel

Dated: 12/3/2024 | 11:29 AM PST



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

**Agreement No.: A-16779 ; Amendment No.: 2**

Approve and authorize the Director or designee of the Department of Social Services to execute Amendment No. 2 to the Memorandum of Understanding (MOU) between the County of Monterey Department of Social Services (MCDSS), County of Monterey County Administrative Office (CAO) - Homeless Strategies & Initiatives Divisions (HSI), City of King, Coalition of Homeless Services Providers, and Step Up on Second Street, Inc. regarding a temporary homeless shelter program at the Monarch Inn Motel to add \$465,000 in Encampment Resolution Funds (ERF) and extend the term by six (6) months for a new agreement term of November 1, 2023 through August 11, 2025.

PASSED AND ADOPTED on this 7<sup>th</sup> day of January 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels

NOES: None

ABSENT: None

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 January 7, 2025.

Dated: January 9, 2025

File ID: A 24-576

Agenda Item No.: 28

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

Vicente Ramirez, Deputy