

**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. **SECTION 1.0, “GENERAL DESCRIPTION” is amended to read as follows:**
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. **SECTION 2.0, “PAYMENT PROVISIONS” is amended to read as follows:**
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. **SECTION 4.0, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS” is amended to read as follows:**
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.

COUNTY ADMINISTRATIVE OFFICE (CAO) Sonia M. De La Rosa, CAO By: _____ Deborah Paolinelli, Assistant CAO Date: _____	CITY OF KING DocuSigned by: By: <u>Steven Adams</u> E4D7F46D23F1430... City Manager Date: <u>10/6/2025 9:05 AM PDT</u>
CONTRACTS/PURCHASING (C/P): By: _____ Debra R. Wilson, C/P Officer Date: _____	CITY OF KING Signed by: By: <u>Roy C. Santos</u> 407A67702B8149E... City Attorney Date: <u>10/6/2025 9:07 AM PDT</u>
APPROVED AS TO FORM: Office of the County Counsel-Risk Management, Susan K. Blicht, County Counsel DocuSigned by: By: <u>Anne Brereton</u> A46091E3DE63489... Anne Brereton, Deputy County Counsel Date: <u>10/7/2025 3:34 PM PDT</u>	
APPROVED AS TO RISK MANAGEMENT: Office of the County Counsel-Risk Management, Susan K. Blicht, County Counsel Signed by: By: <u>David Bolton</u> 68FDC263FF6243C... David Bolton, Risk Manager Date: <u>10/7/2025 4:17 PM PDT</u>	
APPROVED AS TO FISCAL PROVISIONS: Rupa Shah, Auditor-Controller DocuSigned by: By: <u>Patricia Ruiz</u> E79EF64E57454F6... Date: <u>10/9/2025 7:12 AM PDT</u>	

CITY OF KING (“CONTRACTOR”)
KING CITY MONARCH INN PROGRAM

SCOPE OF SERVICES/PAYMENT PROVISIONS

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 ~~February 28, 2026~~ 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 ~~that do not qualify for interim housing at the Monarch Inn~~. 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 ~~February 28, 2026~~ 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.¹
 - 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.

¹ [Monarch Inn Supportive Services Contract](#)

SCOPE OF SERVICES/PAYMENT PROVISIONS

- 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.
- 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.

SCOPE OF SERVICES/PAYMENT PROVISIONS

~~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 for any subcontractor agreements it shall contains an assurance of a drug-free workplace as defined in the State ERF and HHAP grant agreements².
- 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 COUNTY³.

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 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](#).

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

² [ERF-3-R Grant Agreement](#)

³ [Completed Board Order A-171232HACM PSH Agreement A-17232](#)

SCOPE OF SERVICES/PAYMENT PROVISIONS

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 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 ~~per the ERF-3-R Grantor agreement~~ 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, ~~2027-2028~~ (EXHIBIT 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:

SCOPE OF SERVICES/PAYMENT PROVISIONS

<u>Eligible Use Category</u>	<u>Eligible Activities Applied to the Eligible Population</u>
<u>Interim Sheltering</u>	<u>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.</u>
<u>Operating Subsidies Interim Housing</u>	<u>Subsidies that support ongoing operation and availability of existing interim housing (both congregate and non-congregate).</u>

- 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.

~~I.~~

- ~~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 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 10th of the month following the month services are provided as defined in Sections M and N of this Exhibit.
- ~~J.1~~J.3 CONTRACTOR shall submit by email to the COUNTY signed quarterly reports upon request by COUNTY on expenditures under the two (2) eligible the eligible uses and allocations per the budget (EXHIBIT C-13) and as defined in Section H.1 and Section I.1,

SCOPE OF SERVICES/PAYMENT PROVISIONS

reflecting a summary of activities used to advance items listed in F: DESCRIPTION OF SERVICES using the **Report Form (EXHIBIT E-3)**.

<u>Reporting schedule:Due Date</u>	<u>Reporting Period Beginning date</u>	<u>Reporting Period End Date</u>
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
October 10, 2025	July 1, 2025	September 30, 2025
January 10, 2026	October 1, 2025	December 31, 2025
April 10, 2026	January 1, 2026	March 31, 2026
July 10, 2026	April 1, 2026	June 30, 2026

J.4 CONTRACTOR shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provider under the HHAP funding. Reporting schedule:

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.2J.6 CONTRACTOR shall inform the COUNTY Contract Manager of any failure to perform any component of this Agreement or any executed Subcontractor agreements.

*Reporting Period Consists of 6 Quarters.____

K. PAYMENT PROVISIONS

K.1 COUNTY shall pay CONTRACTOR an amount not to exceed **eight hundred sixty-one one million nine thousand two hundred fifty-four dollars and zero eighty cents (\$1,009,254.80861,000.00)** 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-13)**.

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

SCOPE OF SERVICES/PAYMENT PROVISIONS

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.1~~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 <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.

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 10th 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-13)**.
- 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 ~~July 29, 2026~~the 10th of July 2026.

(End of Exhibit A-23)

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		Expenditure Deadlines		Final Report Due
ERF 2 Lookback	October 26, 2022	100%	10/26/2024	50%	10/26/2024	April 1, 2026
				100%	10/26/2025	
ERF Round 2 Rolling	Window 1 June 14, 2023	100%	6/14/2025	50%	6/14/2025	April 1, 2028
				100%	6/14/2027	
	Window 2 August 22, 2023	100%	8/22/2025	50%	8/22/2025	April 1, 2028
				100%	8/22/2027	
ERF Round 3 Lookback	September 12, 2023	100%	9/12/2025	50%	9/12/2025	April 1, 2027
				100%	9/12/2026	
ERF Round 3 Rolling	Window 1 April 18, 2024	100%	4/18/2026	50%	4/18/2026	April 1, 2029
				100%	4/18/2028	
	Window 2, funded by ERF 3R October 4, 2024	100%	10/04/2026	50%	10/04/2026	April 1, 2029
				100%	10/04/2028	
	Window 2, funded by ERF 4L October 4, 2024	100%	10/04/2026	50%	10/04/2026	April 1, 2028
				100%	10/04/2027	
	Window 3, funded by ERF 4L February 24, 2025	100%	2/24/2027	50%	02/24/2027	April 1, 2028
				100%	02/24/2028	

BUDGET

July 1, 2024 to June 30, 2026					
Agency Name: CITY OF KING					
Expense Categories	ERF-3-R	Whole Person Care Funding	HHAP3 - OPSB	HHAP4 - INSH & OPSB	Total Budget
	\$561,000.00	\$300,000.00	\$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	Monarch Inn motel fees, may also include 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.				
Rapid Rehousing	Direct rental assistance and housing retention services for all program participants of the former Homekey King City including families ineligible for the Monarch Inn Program.				
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	Additonal 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, HHAP 3 & HHAP 4 PROGRAMS, and WHOLE PERSON CARE FUNDS					

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 re-housing 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.