

**CITY OF CORONA
PROFESSIONAL SERVICES AND FUNDING AGREEMENT
WITH MERCY HOUSE LIVING CENTERS
FOR HOMELESS SYSTEM OF SERVICES
(FY 2023)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 7th day of December 2022 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Mercy House Living Centers, a California domestic nonprofit corporation with its principal place of business at 203 N. Golden Circle Santa Ana, CA 92705 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City according to the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing low-barrier emergency shelter, navigation center services, transportation/meal services for day service programs, HOME Tenant Based Rental Assistance, Permanent Supportive Housing, and collaborating with medical and healthcare providers for the provision of recuperative care and that Consultant is licensed in the State of California and is familiar with the City of Corona’s Homeless Strategic Plan.

2.2 Corona System of Services.

City desires to engage Consultant to render such services for the operation or implementation of the Harrison Low-Barrier Emergency Shelter/Navigation Center (“Harrison Shelter”), the Pilot Transportation/M meal Program, HOME Tenant Based Rental Assistance Program, Permanent Supportive Housing Program, and collaboration with Corona Regional Medical Center, Centro Medico Community Clinic and other healthcare providers for the Post Hospital Recuperative Care Program in the City of Corona (collectively “Services”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Services, as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance

with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from December 7, 2022 to June 30, 2023 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment or renewal agreement pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Larry Haynes.

3.2.5 City's Representative. The City hereby designates City Manager or his or her designee or the Homeless Solutions Manager or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Larry Haynes or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.8 Coordination of Community and Media Messages. Consultant agrees to work closely with the City's Representative in the development and release of all messages related to the Services, including, without limitation, responding to the media, announcements to the Continuum of Care, website information about the Services, flyer information about the Services, release of data to the County of Riverside for mass shelter and emergency response meetings, community presentation information, and release of data to other community stakeholders. Consultant will work with the City's Representative to determine who will take the lead on preparing, releasing, and presenting information to the aforementioned stakeholders.

3.2.9 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers'*

Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$5,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be the required occurrence limit; (2) *Automobile Liability:* \$4,000,000 per accident/\$5 million aggregate for bodily injury and property damage, provided that the aggregate limit shall apply separately to this Agreement; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.11.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless

understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant’s may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.11.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.11.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.11.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.11.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.11. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.11.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.11, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.12 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.13 Payment Bond. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the Services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for contract services pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.14 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for the Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference.. The total compensation, including authorized reimbursements, for the Services shall not exceed Three Million Nine Hundred Eighty-Eight Thousand, Four Hundred Ninety Dollars and 71/100 (\$3,988,490.71) ("Total Compensation"), without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The City's City Manager may approve changes in the budget line items set forth in Exhibit "C" provided that the Total Compensation is not exceeded. Any such changes shall be in writing.

3.3.2 Payment of Compensation. Consultant shall submit to City separate monthly itemized invoice statements with accompanying client data reports and back-up documentation of expenses for each of the following components of the Services which indicate work completed and Services rendered by Consultant: (1) Harrison Shelter; (2) Pilot Transportation/Meal Program; (3) Post Hospital Recuperative Care Program; (4) HOME Tenant-Based Rental Assistance Program; and (5) Permanent Supportive Housing Program. The invoice statements and accompanying back-up documentation of expenses shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statements, review the statements and pay to Consultant an amount equal to Three Hundred Thousand Three Hundred Thirty Dollars and 82/100 (\$300,330.82) ("Monthly Payment"). During the last quarter of Fiscal Year 2023, the City will conduct an assessment of all invoice statements to determine if the Services performed and expenses incurred by Consultant during the term of this Agreement. If the sum of all Monthly Payments and the Advance Payment (as defined in Section 3.3.4) exceed the cost of the Services performed and the expenses incurred (excluding the HOME Tenant-Based Rental Assistance Program), Consultant shall refund the difference to the City. The Monthly Payment shall not include any Services related to the HOME Tenant-Based Rental Assistance Program. City shall, within 30 days of receiving statements for the HOME Tenant-Based Rental Assistance Program, review the statements and pay all approved charges thereon based upon client demand, spending targets, and eligible activities outlined in the HOME TBRA Guidelines set forth in Exhibit "D".

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Cash Advance. After the Agreement has been fully executed by all Parties and upon receipt of invoices from Consultant, the City will make an advance payment, as part of the Total Compensation, in the total amount of Eight Hundred Thirty-Eight Thousand Thirty Dollars and 98/100 (\$838,030.98) ("Advance Payment"), which consists of One Hundred Seventeen Thousand Two Hundred Thirty-Seven Dollars (\$117,237.00) for Furniture, Fixtures, and Equipment Costs for the Harrison Shelter and Seven Hundred Twenty Thousand Seven Hundred Ninety-Three Dollars and 98/100 (\$720,793.98) for two (2) months of operating costs for all program components of the Services, except the HOME Tenant-Based Rental Assistance Program and the 10% contingency. On or before February 7, 2023, Consultant shall submit to City itemized invoice

statements with accompanying client data reports and back-up documentation of work performed, expenses incurred and/or materials, furnishings, fixtures or equipment purchased with the Advance Payment. In the event this Agreement is terminated prior to Services being performed or materials, furnishings, fixtures or equipment being purchased, Consultant will return the Advance Payment to the City.

3.3.5 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.6 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services involve federal funds or otherwise require compliance with the Davis-Bacon Fair Labor Standards Act, the Consultant and its subconsultants shall comply with the higher of the state or federal prevailing wage rates, and the "Prevailing Wage Laws" shall be deemed to include such federal wages laws. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.7 Apprenticeable Crafts. If the services being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the

subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

Mercy House Living Centers
203 N. Golden Circle
Santa Ana, CA 92705
Attention: Larry Haynes

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attention: City Manager's Office - Homeless Solutions Programs

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, official officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of

this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.6.18 Exhibit List. The following is a list of the Exhibits attached to this Agreement. Each of the exhibits referenced in this Section 3.6.22 is incorporated by this reference into the text of this Agreement.

- | | |
|-----------|---|
| Exhibit A | Scope of Services |
| Exhibit B | Schedule of Services |
| Exhibit C | Compensation and Payment Schedule |
| Exhibit D | HOME Tenant-Based Rental Assistance Program Guidelines |
| Exhibit E | Shelter Operations Plan |
| Exhibit F | Permanent Local Housing Allocation Final Guidelines |
| Exhibit G | Lease Agreement for Harrison Shelter and 5 th Street Housing Units |

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AND FUNDING AGREEMENT
WITH MERCY HOUSE LIVING CENTERS
FOR HOMELESS SYSTEM OF SERVICES
(FY 2023)


IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

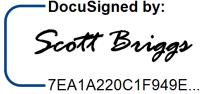
By: 
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Jacob Ellis
City Manager

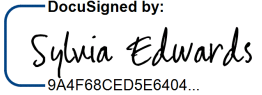
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Reviewed By: 
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Karen Roper
Homeless Solutions Manager

Reviewed By: 
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Scott Briggs
Purchasing Specialist V

Attest: 
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Sylvia Edwards
City Clerk

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AND FUNDING AGREEMENT
WITH MERCY HOUSE LIVING CENTERS
FOR HOMELESS SYSTEM OF SERVICES
(FY 2023)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

MERCY HOUSE LIVING CENTERS

By:  31D77984093F487... Larry Haynes
Chief Executive Officer

EXHIBIT “A” SCOPE OF SERVICES

HARRISON SHELTER

Consultant shall operate the Harrison Shelter in accordance with the requirements and criteria set forth in this Exhibit “A”.

Program Components

Consultant shall:

- ✓ Maintain use consistent with R-1 Occupancy
- ✓ Maintain Occupant Load of not more 200 persons
- ✓ Consultant shall not permit the shelter sleeping room occupancy to exceed 56 persons. This Agreement contemplates a 40-bed shelter. However, with written approval from the City Representative, shelter sleeping capacity may be increased up to the maximum occupancy of 56 beds if Consultant secures additional public or private resources and/or if City allocates additional funding to expand bed capacity
- ✓ Operate a 40 bed, low-barrier emergency shelter/navigation center with the following bed breakdown, sub-populations, and programs:
 - 30-beds for low-barrier single adult males in two separate dormitory wings in the Harrison Shelter.
 - 5-beds for low-barrier, single adult females in the female sleeping room at the Harrison Shelter. Female sheltering will support emergencies related to inclement weather, requests from Corona PD, or other special circumstances as requested by the City of Corona. Consultant will also collaborate with City Net on best placement for females since the City’s Motel Emergency Shelter Program will transition to serve families, single adult females, and couples when the Harrison Shelter opens.
 - 5-post hospital recuperative care beds with accommodations in the recuperative care sleeping rooms at the Harrison Shelter. Recuperative care program includes a partnership with Centro Medico Community Clinic, a Federally Qualified Health Center (FQHC) partner that will provide onsite medical services, and Corona Regional Medical Center, who will purchase post-hospital recuperative care beds on an “as needed/referral” basis.
 - All 40 shelter beds shall be reserved for homeless neighbors with documentable ties to the City of Corona unless a waiver is requested and approved by the City of Corona. Waivers will be handled on a case-by-case basis.
- ✓ Establish and operate a robust navigation center with public and private partners that will provide a wide variety of services to shelter guests
- ✓ Provide transportation shuttle services to support good neighbor policy of no-walk ins/no-walk outs as set forth in the Shelter Operations Plan, attached to this Agreement as Exhibit “E”.
- ✓ Develop good neighbor strategies to accommodate clients who have vehicles so they can access shelter, meals, supportive services, and ultimately permanent housing

without impact the area surrounding the Harrison Shelter.

Operational Requirements

Consultant shall:

- ✓ Comply with Required Referrals Protocols: The City of Corona designated staff, Corona Police Department, and City Net are the only authorized referral agencies. Any changes to referral agencies must be approved by the City's Representative.
- ✓ Permit Corona PD to drop-off single adult male and single adult female homeless neighbors on 24/7 basis, as shelter capacity will allow
- ✓ Implement a Shelter length of stay target of 90 consecutive days not to exceed 180 consecutive days
- ✓ To comply with the no walk-in, no-walk out policy set forth in the Shelter Operations Plan, attached to this Agreement as Exhibit "E", develop a bed reservation system and collaborate with the official referral agencies (City Net, Corona Police Department, and the City's Homeless Solutions staff) for screening of clients, reservation of beds, and scheduling transportation to/from the facility
- ✓ Operate the Harrison Shelter:
 - 24 hours per day
 - 7 days per week
 - 365 days per year

Corona Preference Requirement

Consultant shall:

- ✓ Provide Shelter/Navigation Center Services to homeless neighbors with documentable ties to the City of Corona
- ✓ Corona PD or other City's Representative may request operator to waive Corona Preference Requirement
- ✓ Consultant shall track and report documentable ties to the City for each client
- ✓ Examples of eligible sources to document ties to the City include:
 - Driver's License or California ID
 - City Library Internet Card or Library Book Card plus one other documentable tie
 - Bank Statements
 - Car Registration
 - HMIS record of prior services in City
 - City Net prior outreach interactions will confirm documentable ties to City
 - Corona PD prior calls for service, outreach, or enforcement will confirm documentable ties to City
 - Children are enrolled in City schools
 - They or a member of the household are employed in the City
 - They or a member of the household graduated or attended a City High School
 - Other documentation that demonstrates a last permanent address in the City

- Previous Utility Bill
- Previous Rental Agreement
- Other bills or documents with City Address
- Faith Based or Community Based Partner verification of prior services in City
- County Agency verification of prior services in City

Additional Operational Requirements

Consultant shall:

- ✓ Prepare and implement a Security Plan with appropriate operator staff to security personnel ratios. The Security Plan shall be subject to the review and approval of the City's Representative.
- ✓ Establish the Shelter Advisory Board, set forth in the Shelter Operations Plan, attached to this Agreement as Exhibit "E", to engage local businesses, residents, faith-based and community-based organizations, and other impacted or interested stakeholders

- ✓ Provide and maintain exterior larger storage lockers for shelter residents only
- ✓ Operate the Harrison Shelter in accordance with the Pet Friendly Shelter Model that allows pets, assistance animals and service animals
- ✓ Require screening for 290 Sex Offenders and Open Felony Warrants as outlined in the Shelter Operations Plan attached to this Agreement as Exhibit "E"
- ✓ Operate and maintain the kitchen within the Harrison Shelter, which qualifies as a "Food Facility," in accordance with all Riverside County Environmental Health Department standards, including but not limited to Riverside County Ordinance 492, as it may be amended from time to time, and the County's Food Facility Operators Guide, as it may be amended from time to time.
- ✓ Comply with City of Corona Shelter Operations Plan attached to this Agreement as Exhibit "E".

- ✓ Implement the follow Community Outreach & Engagement strategies to comply with City's Good Neighbor Policy set forth in the Shelter Operations Plan, attached to this Agreement as Exhibit "E":
 - ✓ Facilitate community meetings with surrounding businesses prior to start of shelter programs
 - ✓ Summarize business concerns and submit to City's Representative for review and discussion
 - ✓ Develop strategies to mitigate concerns
 - ✓ Present mitigating strategies to the City of Corona and businesses
 - ✓ Maintain an open and ongoing community dialogue

Operational Standards

Consultant shall:

- ✓ Operate a well maintained and well managed facility
- ✓ Work with City to establish operating policies to define partnerships and roles of County, City, and other stakeholders
- ✓ Establish clearly defined referral protocols from City Net, Corona PD, and City Project Manager
- ✓ Maintain 24/7 phone contact
- ✓ Develop and implement Neighborhood Patrol Strategies in accordance with the Shelter Operations Plan, attached to this Agreement as Exhibit “E”
- ✓ Collaborate with City Net and Corona PD HOPE Team to facilitate Neighborhood Homeless Outreach support to shelter
- ✓ Implement and enforce Transportation and Parking Policies set forth in the Shelter Operations Plan, attached to this Agreement as Exhibit “E” including
 - ✓ Policy to address on street parking in compliance with no parking from 8 pm to 8 am (with exception of 10 available parking spaces in front on the shelter and the 11 parking spaces in the shelter parking lot)
 - ✓ Policy to ensure that client vehicles remain operable with current registration and insurance
 - ✓ Policy to collaborate with Security personnel and Corona PD for any potential non-shelter homeless who may park near the shelter or live in their cars near the shelter. For homeless neighbors in this situation, prioritize collaboration with City Net and Corona PD HOPE Team to conduct outreach, engagement, and connection to shelter and services
 - ✓ Policy to collaborate with City to establish pick up and drop off locations for shuttle services to/from the shelter
- ✓ Develop and implement strategies to support no walk-ins/no walk-outs or unauthorized drop-offs
- ✓ Implement Client/Resident Rules and Guidelines in compliance with the Shelter Operations Plan
- ✓ Implement a Private Security and Safety Plan in compliance with the Shelter Operations Plan
- ✓ Collaborate with Corona Police Department and Corona Fire Department as may be needed for safety and medical emergencies
- ✓ Develop and implement communication protocols to address concerns, complaints, and Critical Incident Reports to City’s Representative for altercations, deaths, injuries, damages to facility, 911 calls, and other critical issues
- ✓ Establish Public/Private partnerships to involve and engage businesses, residents, and the faith community to serve Corona homeless:
 - ✓ Volunteer Opportunities
 - ✓ Corporate Social Responsibility
 - ✓ Donation Programs

Centro Medico Community Clinic

- ✓ Centro Medico Community Clinic (CMCC) will occupy a portion of the West Wing of the Harrison Shelter/Navigation Center to provide medical, behavioral health, and oral care services for
 - Shelter/Navigation Center clients/residents
 - Pilot Transportation/Meal Program clients
 - City's Motel Emergency Shelter Program operated by City Net
 - Clients enrolled in City's HOME Tenant-Based Rental Assistance Program
 - Residents of Permanent Supportive Housing Projects in the City of Corona
- ✓ City will enter into a separate lease agreement with CMCC
- ✓ Consultant will share the staff break room/lunchroom with CMCC staff
- ✓ Consultant shall work with the City's Representative and CMCC to develop client service protocols and other operational processes that will be outlined in the lease agreement between the City and CMCC.

Miscellaneous Shelter / Navigation Center Terms and Conditions

Consultant shall:

- ✓ Develop Release of Information / Intake Forms that facilitate information sharing and case conferencing between Consultant, City Net, City Homeless Solutions, County partners, and designated nonprofit partners. The goal of case conferencing will be to address challenging client cases that might need multiple partners to achieve crisis stabilization and permanent housing placement
- ✓ Work with the City to identify a community partner to touch up the existing mural in the shelter's dining room area and to paint a new mural in the Success Center Room. If needed and with the approval of the City's Representative, Consultant may use a portion of the 10% Contingency to pay for the mural costs
- ✓ Work with the City to finalize a list of shelter names that were submitted by the community for presentation to City Council to select an official name for the Harrison Shelter/Navigation Center
- ✓ Collaborate with City to organize Grand Opening Ceremonies
 - VIPs/Elected Officials Ceremony
 - Community/Public Ceremony
- ✓ Collaborate with the City to apply for grants to expand or enhance shelter, services, and housing programs connected to the Services provided under this Agreement. Ensure that grant applications focus services and resources to support homeless residents with documentable ties to the City of Corona
- ✓ Separate from the storage locker program for shelter guests, establish an amnesty locker program for non-shelter guests that complies with the following:
 - Ensure that Amnesty Lockers are secured with locks and managed by Consultant so that shelter guests cannot access them until exit from the facility
 - Provide 24/7 security to prevent theft of contents of Amnesty Lockers

Target Goals

Consultant shall complete by June 30, 2023:

- ✓ Collaborate with City Net to facilitate approximately 50 exits from the streets of Corona to the Shelter/Navigation Center
- ✓ Ramp up program to provide approximately 5,000 – 7,000 shelter bed nights through the term of this Agreement
- ✓ Complete approximately 20-30 housing placements for shelter residents by connecting them to City's PSH and TBRA Housing Program
- ✓

PILOT TRANSPORTATION / MEAL PROGRAM

Consultant shall:

- ✓ Support City of Corona's goal to re-activate City Park by relocating meal services from City Parks to the shelter/navigation center
- ✓ Provide transportation shuttle services to support good neighbor community policy of no-walk ins/no-walk outs
- ✓ Comply with Required Referrals Protocols: The City of Corona designated staff, Corona Police Department, City Net and designated Corona Faith Based Partners are the only authorized referral agencies that can make referrals to Consultant
- ✓ Any changes to referral agencies must be approved by the City's Representative.
- ✓ As Faith Based Partnerships are established, the City's Representative will provide Consultant with the approved list authorized partners
- ✓ Ensure that priority preference is given to Corona homeless with ties to the City
- ✓ As a Pilot Program, City reserves the right to cancel the program and/or reallocate funding to other Services components in this Agreement
- ✓ Objective of program is to provide transportation and meal services to non-shelter guests with the goal of engaging clients in case management, shelter, services, and ultimately permanent housing
- ✓ 7 day per week transportation shuttle / meal program
 - Hot Meal
 - Bagged Take Away Food
- ✓ Require screening for 290 Sex Offenders and Open Felony Warrants as outlined in the Shelter Operations Plan
- ✓ Develop and implement a policy to collaborate with City to establish pick-up and drop-off locations for shuttle services to/from the shelter. All locations are subject to change and must be approved by the City's Representative in collaboration with Corona PD and Corona Community Services
- ✓ Develop and implement good neighbor strategies to accommodate clients that have vehicles so they can access meals and other services. Strategies must be consistent with the Good Neighbor Policies outlined in the Shelter Operations Plan. City reserves the right to change the strategies to address concerns from surrounding businesses

Target Goals

Consultant shall complete by June 30, 2023:

- ✓ Ramp up program to serve approximately 40 people per week
- ✓ Enroll approximately 20 people in case management
- ✓ Connect approximately 15-20 people to the shelter program and/or clinic program
- ✓ Develop 1-2 partnerships with the faith community to decrease food costs or expand meal services and increase volunteer support

POST HOSPITAL RECUPERATIVE CARE PROGRAM

Consultant shall:

- ✓ Operate 5 beds in the Harrison Shelter for a post-hospital recuperative care shelter program that partners with Corona Regional Medical Center and Centro Medico Community Clinic
- ✓ Corona Regional Medical Center will request recuperative care shelter placements for eligible Corona homeless clients on an as needed basis and pay a fee to Consultant for the shelter bed and recuperative care services and/or work with the client's insurance provider who will pay the fee to Consultant
- ✓ Consultant shall track fees that are paid and report these as Program Income to the City of Corona on an annual basis. If program expenses do not exceed program funding and revenues, Consultant will re-pay the City excess Program Income to comply with HUD's requirements for reporting and using Program Income
- ✓ City will enter into a separate lease agreement with Centro Medico Community Clinic
- ✓ Centro Medico Community Clinic will provide medical services to support recuperative care clients who meet the criteria outlined below
- ✓ City will enter into a separate Memorandum of Understanding with Corona Regional Medical Center
 - Post Hospital Recuperative Care Program to comply with the following guidelines:

Admission Criteria

- ✓ Currently homeless with ties to the City of Corona
- ✓ Able to complete all Activities of Daily Living (ADLs) independently
- ✓ Wheelchairs, and any other Durable Medical Equipment (DME) devices may be accepted under the following conditions:
 - Ability to use DME device safely and understands proper use (e.g., independent transfers from wheelchair to toilet)
 - Ability to use DME independently without any stand-by-assistance (SBA) with no requirement for comprehensive geriatric assessment (CGA)

- Ambulation distance of at least 100 ft must be reached prior to hospital discharge (with or without DME use)
- ✓ Able to self-administer medication, with staff oversight
- ✓ Continent of both bladder and bowels. If briefs/diapers are used, independent with change of briefs/diaper criteria must be met
- ✓ Medically and psychiatrically stable at discharge
- ✓ Alert and oriented to Name, Place, Date, and Situation

Exclusion Criteria

- ✓ Unable to complete ADLs, personal care, and medication administration
- ✓ Incontinent of bladder and/or bowels (unless client can change his/her diapers/briefs)
- ✓ Quadriplegics
- ✓ Active Tuberculosis, C-DIFF, MRSA, COVID-19 or other contagious diseases or viruses
- ✓ Meets admission criteria for Skilled Nursing Facility or Long-Term Care Facility (SNF/LTC)
- ✓ Stage 3 or higher bedsore (decubitus ulcers) and cardiac Ejection Fraction (EF) % <30
- ✓ Active substance abuse and not willing to abstain while in the program
- ✓ Unstable medically & psychiatrically
- ✓ Combative or aggressive behavior towards staff or other patients while inpatient
- ✓ Patients actively detoxing (e.g., Alcohol, Benzodiazepines) will need to be stabilized prior to being referred

Target Goals

Consultant shall complete by June 30, 2023:

- ✓ Transition approximately 10-15 clients from the recuperative care program to the regular shelter program for crisis stabilization
- ✓ If needed and based upon funding opportunities, work with the City of Corona to apply for additional funding to expand recuperative care medical support to provide 24/7 care

HOME TENANT-BASED RENTAL ASSISTANCE PROGRAM

Consultant shall implement a Tenant-Based Rental Assistance (TBRA) Program in compliance with the City's Guidelines attached to this Agreement as Exhibit D. Consultant will develop and implement a scattered site TBRA Housing Program and Homeless Prevention Program (HPP) using HOME funds from the following Fiscal Years:

\$355,869 - FY 2021 HOME Funds
\$372,816 - FY 2022 HOME Funds
\$401,587 - FY 2023 HOME Funds

Total HOME Funds: \$1,130,273

HOME TBRA Program Eligible Program Activities:

- ✓ Income Eligibility Determinations
- ✓ Housing Quality Standards Inspections
- ✓ Rental Assistance Payments
- ✓ Security Deposits

Related Housing Support Staffing and Program Activities in Shelter Budget:

Consultant shall provide the following personnel to implement the TBRA Program:

- ✓ 1 Housing Solutions Manager
- ✓ 2 Housing Navigators
- ✓ 1 Leasing Agent
- ✓ 2 TBRA Case Managers

- ✓ Consultant shall establish a Whatever-It-Takes Housing Placement Fund to be used for the following activities:
 - Landlord Incentives
 - U-Haul Moving Costs
 - Landlord Application Fees
 - Other Miscellaneous Housing Placement Costs Not Covered by HOME TBRA

Priorities for TBRA Program:

Consultant shall operationalize the following order of priority for participation in the TBRA Program:

- ✓ Corona Emergency Shelter/Navigation Center Residents
- ✓ Corona Motel Emergency Shelter Clients
- ✓ Corona Pilot Transportation / Meal Service Clients
- ✓ Corona Unsheltered Homeless
- ✓ Corona Homeless Enrolled in other Emergency or Transitional Housing Programs
- ✓ Corona Residents At-Risk of Homelessness

Based upon program demand and changes in community needs, the City's Representative may approve Consultant's request to change the order of aforementioned priorities.

Target Goals

Consultant shall complete by June 30, 2023:

- ✓ Assist approximately 20-30 households by the end of Fiscal Year 2023 through housing

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- placements and/or homeless prevention
- ✓ To the greatest extent possible and within payment standards, minimize portability outside of the City of Corona

PERMANENT SUPPORTIVE HOUSING PROGRAM – 5th STREET HOUSING UNITS

Program Requirements

Consultant shall:

- ✓ Establish a permanent supportive housing program at the 12 housing units located at 926-932 West 5th Street, Corona CA (“5th Street Housing Units”) and manage, operate and lease the 5th Street Housing Units to qualified homeless individuals and families
- ✓ Use one unit for an onsite property manager and 11 units for eligible chronically homeless clients
- ✓ Prioritize placement of homeless individuals and families with documented ties to the City
- ✓ Collaborate with City Net and the City’s Homeless Solutions staff to coordinate housing placements and logistics associated with getting Corona homeless clients document ready
- ✓ If Project Based Vouchers are awarded, coordinate with City Net, the City, HomeConnect Coordinated Entry System staff, and the County Housing Authority staff to process Corona referrals and establish a Corona client waiting list, as required by HUD
- ✓ Collaborate with City Net to assist clients through the Project-Based Voucher income eligibility process

Supportive Services

Consultant shall:

- ✓ Collaborate with Centro Medico Community Clinic, RUHS-Behavioral Health, or other community partners to provide supportive services to residents to maintain housing retention and stability
- ✓ If needed, coordinate transportation services for clients who need to access supportive services offsite

Existing Tenant

Consultant shall:

- ✓ Execute a lease/rental agreement with the one existing PSH eligible tenant residing at the 5th Street Housing Units. The Rental Agreement should state that units are being converted from Transitional Housing to Permanent Supportive Housing that is managed by Consultant
- ✓ If Project Based Vouchers are approved, collaborate with City Net to verify history of homelessness and disability verification and coordinate referral of this client to the Coordinated Entry System and County Housing Authority for placement on the waiting list and Project-Based Voucher income eligibility process

Project-Based Voucher Application:

Consultant acknowledges that

- ✓ Consultant and City collaborated to submit an application for Project-Based Vouchers (PBVs) in response to the County's Request for Proposals that was released on October 27, 2022 and due on December 1, 2022 .
- ✓ Consultant acted as the lead fiscal agent for the PBV application since the 5th Street Housing Units will be leased and operated by Consultant.
- ✓ The application requested the County to authorize an assignment of Housing Assistance Payments (HAP) Agreement with language that states the HAP would automatically transfer to the City as owner should the City no longer work with Consultant
- ✓ If the application is funded, the City reserves the right to review the HAP Agreement before Consultant executes the contract.

Target Goals

Consultant shall complete by June 30, 2023:

- ✓ Work with City to finalize and submit a proposal to the County's Housing Authority to secure Project Based Vouchers to cashflow the program and reduce the annual operating gap
- ✓ Work with City and community partners to secure home furnishings for units. Use operating funds to address gaps and unmet needs in home furnishings
- ✓ Coordinate with City Net and City to complete 11 housing placements and enter into lease/rental agreements for all units before June 30, 2023

ADDITIONAL PROGRAM REQUIREMENTS

Shelter, Service and Housing Programs

Case Management for Housing Retention

- ✓ For clients who have been permanently housed through the TBRA Program, Consultant shall provide follow-up case management for the individual or family for twelve (12) months to maintain housing retention and stability as well as to link clients to resources to prevent returns to homelessness.

Critical Incident Policy

- ✓ For all Services provided under this Agreement, Consultant shall comply with the City's Critical Incident Policy, as set forth in the Shelter Operations Plan, to immediately notify the City of Corona of any critical incidents including 911 calls due to illnesses, injuries, deaths, altercations, or damages to the Harrison Shelter/Navigation Center or 5th Street Housing Units. Consultant shall use the City's Critical Incident Report format.

Report of Program Activities and Client Outcomes

Unless otherwise requested from the City of Corona, Consultant shall provide a monthly report of all program activities and client outcomes as follows:

- ✓ For all household members, client demographic information, including but not limited to age and sex
- ✓ Total number of direct beneficiaries (clientele served) with area median income (AMI) categorized as:
 - 60-80% AMI
 - 50% AMI (Very Low-Income)
 - 30% or below AMI (Extremely Low-Income)
- ✓ Gender and Racial ethnicity of all clientele
- ✓ Veteran Status
- ✓ Chronically and Non-Chronically Homeless Status
- ✓ Number of Female-Headed Households
- ✓ Within HIPAA guidelines using HMIS unique client identifiers, provide client diagnoses and barriers including but not limited to mental health issues, substance abuse issues, physical disabilities, employment status, income, and other data elements commonly collected for the Riverside County Homeless Management Information System (HMIS) and Coordinated Entry System (CES)
- ✓ City of last permanent address. If not Corona, also provide the name of agency that transported or referred client to Corona
- ✓ Type of document used to verify ties to the City of Corona or documentation of Corona Police Department waiver of ties to the City of Corona
- ✓ Number of clients referred from the Corona Police Department in connection with enforcement of the City's anti-camping ordinance
- ✓ Unduplicated clients served
- ✓ Number of bed nights per client
- ✓ Navigation Center supportive services provided to each client including but not limited to transportation services, meal services, case management, job development, life skills training, clinic services, and successful enrollment in other service/benefit programs, etc
- ✓ Number and types of shelter exits including but not limited to institutions, longer-term transitional shelters, other emergencies shelters, family reunifications or permanent housing placements
- ✓ Number and explanation for exits back to the streets
- ✓ Fully loaded cost of shelter per night per client
- ✓ Number of TBRA Housing Placements & Evictions Prevented
- ✓ Number of Permanent Supportive Housing Placements
- ✓ Other data elements as may be required for grants or as requested by the City's Representative

City of Corona Homeless Strategic Plan Measures of Success Data Elements:

Consultant shall provide a monthly report of all program activities and client outcomes as follows:

- ✓ Exit destinations
- ✓ Number of first time homeless
- ✓ Length of homelessness
- ✓ Length of stay in emergency shelter

- ✓ Non-employment & employment income changes
- ✓ Housing placement and retention rates
- ✓ Document ready clients waiting for housing
- ✓ Returns to homelessness from permanent housing

**EXHIBIT “B”
SCHEDULE OF SERVICES
CITY OF CORONA**

1. Emergency Shelter/Navigation Center - Consultant shall prioritize the opening of the Harrison Shelter with a target date that is within 90 to no more than 120 days from the Effective Date of this Agreement.

2. Pilot Transportation / Meal Services Program - Consultant shall prioritize implementation of the Pilot Transportation / Meal Services Program within 30-60 days after the Harrison Shelter becomes operational, as determined by the City’s Representative.

3. Post Hospital Recuperative Care Program**
Contingent upon City's approval of a lease agreement with Centro Medico Community Clinic and an MOU with Corona Reginal Medical Center, Consultant shall prioritize implementation of the Recuperative Care Program within 120 days from the Effective Date of this Agreement

**Note: The City of Corona will be executing a Lease Agreement with Centro Medico Community Clinic to define the scope of medical, behavioral health, and oral care services that will be provided to support the Services provided under this Agreement, including: Shelter/Navigation Center, Pilot Transportation/Meal Program, Post Hospital Recuperative Care, Tenant-Based Rental Assistance and Permanent Supportive Housing Clients, and City’s Motel Shelter Clients.

4. HOME Tenant Based Rental Assistance (TBRA) Program
Consultant shall prioritize implementation of the TBRA Program within 90-120 days from the Effective Date of this Agreement.

5. Permanent Supportive Housing
Consultant shall prioritize implementation of the Permanent Supportive Housing Program within 90-120 days from the Effective Date of this Agreement.

**EXHIBIT “C”
COMPENSATION AND PAYMENT SCHEDULE**

FY 2023 Mercy House System of Services Budget	
1. Shelter/Navigation Center Admin Costs	\$ 218,459.17
2. Shelter/Navigation Center Program Staff Costs	\$ 1,206,966.80
1 Shelter Program Manager; 1 Shelter Program Senior Site Leader; 3 Shelter Program Site Leaders; 11.75 Shelter Specialists for Engagement, Janitorial, Logistics and Overnight; 5.87 Shelter Program Safety Specialists; 6.25 Shuttle Drivers (includes the Shelter/Navigation Center, Pilot Transportation/Meal Program and Permanent Supportive Housing Program transportation); 1 Reservations, Intake & Data Specialist; 1 Kitchen Manager, 1 Lead Cook, 2 Cooks, and 1.40 Kitchen Logistics Staff.	
3. Shelter/Navigation Center Program and Facility Costs	\$ 483,991.89
Shelter Maintenance and Repairs, Trash & Utilities, Shelter Security Vendor, Shelter Transportation, Supplies, Client Services, Meals, and other Miscellaneous Costs	
4. Housing Staff and Housing Services (Navigation, Leasing and Housing Placement Fund) Costs	\$ 272,600.07
1 Housing Solutions Manager, 1 Leasing Agent, 2 Housing Navigators, 2.75 Tenant Based Rental Assistance (TBRA) Case Managers, Whatever-It-Takes Housing Placement Fund: Landlord Incentives, U-Haul Moving Costs, Landlord Application Fees, Other Miscellaneous Housing Placement Costs not covered by TBRA Program)	
5. Furniture, Fixtures, and Equipment Costs	\$ 117,237.00
Bedding, Linens, Wall Decorations, Utensils & Tools, Appliances, Containers, Safety, Office Tools & Supplies, Office Furniture, Computers & Electronics, Cubicle Walls, Chairs, ZappBug, Desks, Outdoor Seating & Tables, Amnesty Lockers, Bike Racks, Outdoor Tools & Equipment, Dining Room Chairs & Tables, TVs and Mounts, Suggestions Box, Decorations, Laundry/Janitorial Appliances, Equipment & Tools, Pet Equipment and Supplies, and Other Miscellaneous Items.	
6. 10% Contingency Cost**	\$ 218,201.79
Use of 10% contingency must be approved by the City’s Representative to address unforeseen costs during the development of all components of the system of services	
Total Shelter/Navigation Center Budget	\$ 2,517,456.72
Pilot Transportation Shuttle/Meal Program	\$ 182,422.10
Meals (Hot Meal and Bagged Take Away Food), Supplies, Transportation, 1.40 Program Safety Specialist, 2 Resource Specialists to support a 7-day per week program for 40 clients	
HOME Tenant Based Rental Assistance Budget	\$ 1,130,273.00
Income Eligibility Determinations, Housing Quality Standards Inspections, Rental Assistance Payments, and Security Deposits	
5th Street Permanent Supportive Housing Program	\$ 158,338.89
Professional Fees (legal & accounting), Administration (advertising, office salaries, office expenses), Repairs & Maintenance, Real Estate Taxes, Insurance, Utilities, Reserves, Supportive Services: 1.60 Social Services Staff, Coordination of Services and Transportation to RUHS-Behavioral Health, Shelter/Navigation Center and other Medical Providers, Rental Assistance Fund)	
Grand Total	\$ 3,988,490.71
Funding Sources	
Federal HOME Funds for TBRA Program	\$ 1,130,273.00
State PLHA Funds for Shelter/Navigation Center	\$ 1,486,616.00
City General Funds for Shelter/Navigation Center, Pilot Transportation/Meal Program, and Permanent Supportive Housing Operating Gap	\$ 1,371,601.71
Total	\$ 3,988,490.71
Percentage Funded with Federal/State Resources	66%

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Payment Schedule		
\$ 117,237.00	Month 1 -Furniture, Fixtures, & Equipment 2022	Dec-22
\$ 720,793.98	Month 1 - Cash Advance (2 Months of Operating costs)	Dec-22
\$ 300,330.82	Month 2	Jan-23
\$ 300,330.82	Month 3	Feb-23
\$ 300,330.82	Month 4	Mar-23
\$ 300,330.82	Month 5	Apr-23
\$ 300,330.82	Month 6	May-23
\$ 300,330.82	Month 7	Jun-23
\$ 2,640,015.92	Total Payments	
\$218,201.79	10% Contingency subject to City's Representative Approval	
\$1,130,273.00	HOME TBRA Billing Subject to Client Demand and Spending Targets	
\$3,988,490.71	Total System of Services Budget	

**The 10% contingency has been allocated to address unforeseen costs during the development of the programs. Use of the 10% contingency must be approved by the City's Representative.

Components of the Services for Invoices:

\$ 2,517,456.72	Emergency Shelter/Navigation Center
\$ 182,422.10	Pilot Transportation/Meal Program
Refer to Exhibit A	Post Hospital Recuperative Care**
\$ 1,130,273.00	HOME Tenant-Based Rental Assistance Program
\$ 158,338.89	Permanent Supportive Housing Program
\$ 3,988,490.71	Total System of Services

Funding Sources to Track & Bill Separately

Consultant shall track and account for all expenses separately based upon the following funding sources:

Funding Sources	
Federal HOME Funds for Tenant Based Rental Assistance Program	\$ 1,130,273.00
State PLHA Funds for Shelter/Navigation Center	\$ 1,486,616.00
City General Funds for Shelter/Navigation Center, Pilot Transportation/Meal Program, and Permanent Supportive Housing Operating Gap	\$ 1,371,601.71
Total	\$ 3,988,490.71

**EXHIBIT “D”
FEDERAL HOME TENANT-BASED RENTAL ASSISTANCE PROGRAM**

Use of HOME Funds - Consultant will use the HOME Tenant-Based Rental Assistance (TBRA) Funds in accordance with the attached HOME TBRA Guidelines.

Duration of Agreement - The agreement term is December 7, 2022 to June 30, 2023.

Program Requirements - Consultant shall implement the TBRA Program in compliance with the requirements of 24 C.F.R. Part 92, except that the Uniform Administrative Requirements and audit requirements described at §§ 92.505 and 92.506 do not apply, and Consultant cannot assume the City’s responsibilities for environmental review, decision-making, and action under §92.352. Consultant shall maintain documentation of compliance with each of the following requirements of 24 C.F.R. Part 92:

- ✓ Income determinations shall be documented in accordance with §92.203, using the annual income determination method at 24 CFR 5.609, as described in the Program Guidelines;
- ✓ Eligible costs are described in the Program Guidelines and in accordance with §92.209, including the rental assistance and security deposit payments made to provide the tenant-based rental assistance for a family and utility deposit payments if provided in conjunction with rental assistance or security deposits, as well as the costs of inspecting the housing and determining the income eligibility of the family. Family is defined as a household and can be comprised of one or two parents with children, a couple, or a single individual;
- ✓ Tenant selection and targeted assistance shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ Rental assistance contracts and portability of assistance shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ Rent Reasonableness shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ Tenant protections shall be in accordance with §92.209 and § 92.253 (a) and (b) as described further in the Program Guidelines;
- ✓ Maximum and minimum subsidy amounts shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ Housing quality standards shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ Security deposit assistance shall be in accordance with §92.209 as described further in the Program Guidelines; and
- ✓ Program operations shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ The TBRA program shall comply with the Violence Against Women Act (VAWA) requirements as set forth in 24 CFR Part 5, Subpart L and supplemented by 24 C.F.R. 92.359, inclusive of all notice obligations and any obligations under the emergency transfer plan.

[SEE ATTACHED ONE HUNDRED ONE (101) PAGES]

Exhibit D

Final

CITY OF CORONA

HARRISON SHELTER / NAVIGATION CENTER

TENANT-BASED RENTAL ASSISTANCE (TBRA) PROGRAM

GUIDELINES

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OVERVIEW

For the purposes of the City of Corona’s Shelter/Housing Operator RFP, the selected Contractor may propose procedural changes to non-regulatory aspects of the guidelines in this document. No HUD regulations may be changed. The City may or may not approve proposed changes. After considering Contractor’s proposed changes, the City will finalize these guidelines before the Contractor proceeds with TBRA Program Implementation.

The City of Corona Tenant-Based Rental Assistance Program (TBRA Program) provides rental assistance to prevent homelessness and to help homeless neighbors become housed. This includes moving homeless individuals and families from the streets and shelter programs to permanent housing, rental assistance to low-income City of Corona residents to afford their existing rental housing, and rental assistance to low-income City of Corona residents after eviction to afford rent in a new housing unit.

Program funding is provided under Title II of the National Affordable Housing Act (1990) through the HOME Investment Partnerships Program (HOME) under regulations and policies established by the City of Corona Community Development Department in conjunction with the United States Department of Housing and Urban Development (HUD). The City allocated \$355,869 of HOME funds in the 2020-21 Action Plan, \$372,817 in the 2021-22 Action Plan and \$372,817 in the 2022-23 Action Plan to provide a total of \$1,101,503 in rental assistance to eligible households. Based upon this budget, Contractor will provide the City of Corona with the estimated number of households to be served.

Pursuant to a Contractor agreement to be approved by the Corona City Council, the TBRA Program will be operated by a Contractor selected through a Request for Proposals (RFP) process. The ideal Contractor will be an agency with experience operating shelter and housing programs serving the homeless and households at-risk of becoming homeless in Riverside and San Bernardino counties. The City of Corona and its programs do not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, age, or disability.

These Program Guidelines have been developed to facilitate the efficient and effective operation of the TBRA Program for the City of Corona.

The objective of the TBRA Program is to help address homelessness by providing rental assistance to individuals and families who are homeless or at-risk of homelessness and are in need of TBRA assistance to afford their current rent or to secure new housing after an eviction.

PROGRAM BUDGET

The selected Contractor will be required to provide the City with a proposed TBRA budget in the categories outlined below. The TBRA budget will be subject to City approval. Please note that costs associated with TBRA housing navigation and unit leasing must be included in the proposed shelter/navigation center budget which will be funded with City general funds and State PLHA Funds.

Expense	FY 2023
Income Eligibility Determinations	\$16,400.00
Housing Quality Standards Inspections	\$28,700.00
Rental Assistance Payments	\$937,573.00
Security Deposits	\$147,600.00
Total	\$1,130,273.00

DEFINITIONS

AMI:	Area Median Income is determined and published by the U.S. Department of Housing and Urban Development (HUD) for all the Counties and metropolitan areas in the United States. The TBRA Program will serve households at extremely low-income limits of 30 percent AMI.
At-Risk of Becoming Homeless	An individual or family is considered to be at-risk of becoming homeless if it experiences extreme difficulty maintaining their housing and has no reasonable alternatives for obtaining subsequent housing. Circumstances that can cause homelessness include eviction, loss of income, insufficient income, disability, increase in the cost of housing, unexpected expenses such as medical care, discharge from an institution, irreparable damage or deterioration to housing, and fleeing from family violence.
Case Manager:	A case manager will be employed by the Contractor to coordinate the TBRA Program services on behalf of Harrison Shelter clients and other City of Corona eligible households to determine their income eligibility, manage their relocation to permanent housing, and facilitate payments to Owners using the available rental assistance.
City Motel Program	City of Corona Motel Emergency Shelter Program that provides low-barrier shelter, case management, and wrap-around services.
Contract Rent:	The total rent including the tenant portion and the amount of the rental assistance.

- Contractor:** The service provider selected pursuant to a Request for Proposals process. The service provider shall carry out the eligible activities in accordance with the Program Guidelines.
- Eligible Household:** A low-income household that consists of at least one (1) household member. Eligible Households shall be currently housed at the Harrison Shelter/Navigation Center, City's Motel Shelter Program, or shall be homeless or at-risk of homelessness in the City of Corona (see definition above).
- Eligible Costs:** Eligible HOME program costs for the Contractor are the direct personnel costs associated with the position of Case Manager, responsible for determining the income eligibility of clients and performing Housing Quality Standards Inspections. City's Non-HOME TBRA funds will be used to pay for duties associated with housing navigation, managing relocation to permanent housing and facilitating payments to the Owners using the available rental assistance.
- Extremely Low-Income:** Annual gross household income as determined by the Annual Income determination method at 24 CFR 5.609 that does not exceed 30 percent of the Area Median Income (AMI) adjusted for household size as promulgated by HUD for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area.
- Fair Market Rent:** Fair Market Rent (FMR) is local market rental rate set for each county in the nation that establishes a fair market rent for all rental units by bedroom size and unit type. The FMR standard is calculated for the base rent and average cost of utilities for modest rental housing units.
- Grantee:** The City of Corona, which receives a direct allocation of HOME funds from HUD as a Participating Jurisdiction.
- Harrison Shelter/Navigation Center**
The City of Corona emergency shelter/navigation center located at 420 Harrison Street in Corona. The program provides low barrier emergency shelter, post hospital recuperative care, medical, dental, and behavioral health services from a clinic partner, and other multi-disciplinary services.
- HOME:** The HOME Investment Partnerships Program (HOME) is federal assistance provided by the U.S. Department of Housing and Urban Development (HUD) to states and local governments to provide decent and affordable housing, particularly housing for low- and very low-income people. It is the largest Federal block grant to States and local governments designed exclusively to create affordable housing for low-income families, providing approximately \$2 billion each year.

Homeless:	The term “homeless” refers to an Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter.
Household:	The term “household” refers to individuals or families.
Housing Instability:	Housing instability has no standard definition, but it covers a number of challenges including having trouble paying rent, overcrowding, moving frequently, or spending the bulk of the household income on housing.
Housing Quality Standards:	Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required to be met at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit.
Owner:	The term “Owner” refers to any person or entity with the legal right to lease or sublease a unit to a participant in the TBRA program. It includes a principal or other interested party, such as a designated agent of the Owner.
Oversight Committee:	Oversight of the TBRA Program sponsored by the City of Corona and undertaken by the Contractor, will be provided by the City of Corona’s Homeless Solutions Manager and the City’s contracted HOME Consultant. They will be responsible for approving applicants before commitments are made to Program Participants and Owners. They may meet to review applications or work independently through a workflow approval process.
Payment Standard	The City or its contractor, with the City’s approval, must establish a payment standard to represent the rent and utility costs of a moderately priced unit. The payment standard can be determined by documented local market conditions reviewed annually or using the published Section 8 Existing Housing fair market rent (FMR).
Program Participant:	Program Participant means a household that is provided TBRA assistance through the TBRA Program.
Rent Reasonableness:	Rent reasonableness means ensuring that a unit that is supported by grant funds is not more expensive than a similar unit that is not supported by grant funds. The rent paid must be reasonable in relation to rents being charged for comparable units, taking into account the location, size, type and age of unit, as well as any amenities, housing services, maintenance, and utilities provided by the owner.
Standard Unit:	A rental housing unit that passes a Housing Quality Standards (HQS) inspection.

TBRA:

Tenant-Based Rental Assistance is a form of rent subsidy that provides a program participant the ability to select a rental unit of their choice in the private rental market.

PROGRAM MARKETING

If the City of Corona chooses to open the TBRA Program more broadly to households at risk of homelessness, marketing shall be initiated and may include any of the following:

- Direct notification to known senior housing complexes in the City of Corona
- Direct notification to known social service agencies dealing with households and individuals at-risk of homelessness in the City of Corona
- Direct notification to known social service agencies dealing with unsheltered individuals and families in the City of Corona
- Advertisement in a media of general circulation
- Advertisement on the City website
- Direct notification to known senior housing complexes in the City of Corona
- Public service announcements on City cable television
- Posting at City Hall
- Posting at other City facilities
- Any other means of advertising deemed prudent by the City

To facilitate meaningful access to program participation for Limited English Proficiency persons, all program marketing intended for the general public shall be provided in English and in Spanish, in accordance with the City's current Limited English Proficiency Plan.

CONTRACTOR RESPONSIBILITIES

SCOPE OF SERVICES

The Contractor shall provide program staff, supplies and necessary administrative support to fully implement the TBRA Program in conformance with the program regulations found at 24 CFR Part 92 and these TBRA Program Guidelines. Program staffing to be provided by Contractor shall include a minimum of one (1) Case Manager to serve the City of Corona community and the City's shelter programs including the Harrison Shelter and Motel Shelter Program.

The Case Manager assigned to the City of Corona TBRA Program shall conduct regularly scheduled office hours and shall be available to meet with TBRA clients by appointment at the Harrison Shelter or other designated meeting places.

On-site Housing Quality Standards and lead-based paint visual assessment inspections shall be conducted by the Contractor.

PROGRAM COSTS

Direct personnel costs associated with TBRA Program delivery shall be the only allowable HOME funding program delivery cost category reimbursed to Contractor under the HOME Contractor Agreement. Program delivery includes all efforts necessary to determine the eligibility of the Program Participant and the housing unit. This cost shall not exceed the amount of funds budgeted for program delivery costs in the HOME Contractor Agreement.

RECORD KEEPING

Program files must be kept to document compliance with HOME program regulations. Project files must be maintained in compliance with the requirements of 24 CFR 92.508(a)(3).

A file shall be maintained for each Household that applies to the TBRA Program. The file shall be a four-part classification-style client file organized using the TBRA Program Participant File Checklist (**005 – Project File Checklist**).

The tenant files shall contain, but are not limited to, the following:

- Original application with copies of social security cards for each household member
- Income verifications, along with source documentation
- Rental coupon, Request for Unit Approval, and other materials related to coupon issuance
- Completed HQS inspection form for the unit
- Lead based paint disclosure forms to indicate receipt of required pamphlets and required tenant notification forms prior to move-in
- Descriptions of any required paint stabilization activities, clearance reports and required tenant notifications
- Annual adjusted income worksheet and other related documents
- Utility allowance schedule
- Total Tenant Payment / Total Rent form
- Rental Assistance Payments Contract and Lease Agreement
- Project Set-up and Project Closeout (IDIS).

The Contractor and the City shall retain all applicable administrative and project records and documentation pertinent to other federal requirements, as specified in 24 CFR 92.508, for a period of five (5) years after the closeout of the grant.

The Catalog of Federal Domestic Assistance (CFDA) number for this Program is 14.239.

REPORTING

An IDIS TBRA Set Up form (**Exhibit 12 – IDIS TBRA Set Up form**) shall be completed when a project commitment is ready. A commitment occurs when a written agreement/lease agreement has been executed by the City, tenant, and Owner, and tenancy is ready to commence.

The Contractor shall gather and maintain records sufficient to inform performance reports on the current progress of the Program so that the City may meet its obligation to report program accomplishments to HUD in the Consolidated Annual Performance Evaluation Report (CAPER) each year.

PAYMENT PROCESS

Contractor may submit a Request for Reimbursement (**Exhibit 1 – Request for Reimbursement and Tenant Data Sheet**) as often as is practicable to ensure that funds are continually reimbursed. Generally these submissions occur monthly by the 10th day following the conclusion of the calendar month.

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR FINANCIAL MANAGEMENT

The Contractor shall implement its financial management system to ensure that it meets the Uniform Federal Administrative requirements (2 CFR 200.301-316) that:

- Provide effective control over and accountability for all funds, property, and other assets.
- Identify the source and application of funds for federally sponsored activities including records and reports that verify the eligibility, reasonableness, allowability and allocability of costs.
- Permit the accurate, complete and timely disclosure of financial results in accordance with HUD reporting requirements.
- The City and the Contractor shall comply with the Uniform Administrative Requirements as set forth in 2 CFR Part 200 and the Uniform Administrative Requirements, Cost Principals and Audit Requirements and as described in 24 CFR Part 92.205, as applicable and as may be amended from time to time.

The financial management standards shall provide for:

- Internal Controls – The combination of policies, procedures, job responsibilities, personnel and records that together create accountability in an organization’s financial system and safeguard its cash, property and other assets.
- Budget Controls – procedures to compare and control expenditures against approved budgets.
- Accounting Records – records that sufficiently identify the source and application of HOME funds provided.
- Cash Management – procedures in place to minimize the amount of time that elapses between receipt of HOME funds and the actual disbursement of those funds.

PROGRAM REQUIREMENTS

BASIC ELIGIBILITY

The TBRA Program Case Manager is responsible for ensuring that every household admitted to the TBRA Program meets all program eligibility requirements. This includes any individual approved to join the household after it has been admitted to the TBRA Program. The household must provide any information needed by the TBRA Program Case Manager to confirm eligibility and determine the level of the assistance.

To be eligible for the TBRA Program the applicant must:

- Have income at or below HUD-specified income limits.
- Qualify on the basis of citizenship or the eligible immigrant status of family members.
- Provide social security number information as required.
- Consent to the collection and use of information as provided in the consent forms.
- Meet homeless or at-risk of becoming homeless criteria.
- Not have participated in activities that are prohibited by HUD or the City of Corona.

CITY OF CORONA HOME TBRA REQUIREMENTS

This TBRA Program is funded with HOME funds from HUD to provide affordable housing to low-income households. The Program must comply with applicable HOME regulations, which are found in 24 CFR 92. The HUD requirements include the following:

- TBRA may be provided only to individuals / households whose incomes are equal to or less than 60 percent of the median income in the San Bernardino-Riverside Standard Metropolitan Statistical Area (MSA).
- TBRA may be provided only to residents of the City of Corona who are experiencing homelessness or are at-risk of becoming homeless.

- A Payment Standard, also referred to as Rent Standard, must be determined each program year based on documented local market conditions or by using the Section 8 Existing Housing fair market rent (FMR).
- Rent reasonableness requirements are met by comparing the proposed unit and rent with two or three other comparable unassisted units.
- Rents must meet rent reasonableness standards and meet the established rent standard.
- Tenants are required to pay their fair share of their rent and utilities. Tenants with no income will be considered on a case-by-case basis.
- The program will pay the difference between 30 percent of the program participant's monthly adjusted income (tenant's share of the rent) and the monthly rent which cannot exceed the established payment standard.
- TBRA rental assistance contracts with individuals / households cannot be for less than one (1) year and may not exceed two (2) years. Generally, these contracts are for one (1) year. However, contracts can be renewed at the end of one year pending the availability of HOME funds and the on-going need of the participant.
- TBRA is not appropriate for short-term housing.
- Assisted units must meet Housing Quality Standards and will be inspected before a lease can be signed and annually thereafter to ensure continued compliance.
- TBRA assistance is not project based. TBRA allows the tenant to choose the unit and the assistance can move with the tenant as long as any new unit complies with HQS, rent standards, and other requirements.

For individuals and households at-risk of being homeless the requirements include the following:

- TBRA may be provided only to individuals / households whose incomes are equal to or less than 60 percent of the median income in the Riverside-San Bernardino-Ontario Standard Metropolitan Statistical Area (MSA).
- TBRA may be provided only to residents of the City of Corona who are at risk of becoming homeless or experiencing housing instability.
- Individuals or households must show evidence of a reduction in household income or that they have experienced other financial hardship that makes them unable to cover their housing and utility costs and puts them at risk of eviction. (see definition of At-Risk of Becoming Homeless on page 2 of the HOME TBRA Guidelines for more information)

ESTABLISHING THE PAYMENT STANDARD

The City of Corona TBRA Program will determine its payment standard based on documented local market conditions rather than using the fair market rent (FMR) determined by HUD in the Section 8 Existing Housing program. The payment standard will be established and reviewed annually to adjust to changes in market conditions. To establish the payment standard, a survey of local market conditions must review the rent for new tenants of privately owned, decent, and safe rental housing of a modest (non-luxury) nature with suitable amenities. The survey should include at least 12 and up to 20 properties that meet the requirements. The survey should also include details of the amenities included, and any additional fees charged for optional amenities, such as garage space rental. Those additional fees should not be included in the payment standard.

The payment standard should represent the rent plus utility cost of moderately priced units that meet HUD HQS in the area and be established by number of bedrooms. The survey establishing the payment standard will be prepared by the contractor 45 days prior to the start of the program year and reviewed by the City before being put into practice on July 1 of each program year.

DETERMINING RENT REASONABLENESS

The rent reasonableness requirement is met by comparing the proposed unit and rent with the current rent of two or three available comparable unassisted units in the area. This requirement is separate and different from establishing the payment standard, although properties used in the survey establishing the payment standard maybe be surveyed for the rent reasonableness requirement. When the rent is determined to be reasonable, the certification documents must include documentation of the comparable rents.

EXCEPTIONS TO THE PAYMENT STANDARD

For up to 20 percent of the units assisted under the TBRA program, the City may approve a unit-specific payment standard of up to 10 percent above the current program year payment standard established for all units. The HOME regulations do not specify the reasons for approving this unit-specific standard exemption that is found in HUD guidance, but use of a unit-specific payment standard is generally appropriate in (but not limited to) the following situations:

- for units with a large number of bedrooms or
- units adapted for persons with disabilities or
- units already under lease that met the payment standard when the original lease was executed but changing market conditions have caused the payment standard to be lowered creating a situation where the current rent exceeds the new payment standard

Supporting documentation of the use of the exception should include the need and efforts undertaken to find an appropriate unit that met the payment standard or the changing of the payment standard.

APPLICANT ELIGIBILITY

Program Applicant’s eligibility for Program assistance shall be determined upon submission of a completed Program Application and Certification of Income (Exhibit 1) with all required information and documents. TBRA Program Case Manager shall review application information and provide an eligibility determination within 14 days. Information and supporting documentation for each applicant shall be recorded in an applicant file to demonstrate eligibility/ineligibility for this program. Documents supplied to the City in connection with Program Applications shall not be returned. Program Applicants are cautioned not to submit original documents and to only submit copies.

A denied Applicant file shall contain all submitted information and documentation, as well as the reason for denial (e.g., over income limits, incomplete information, reside outside service area).

An approved Applicant file shall contain all submitted information and documentation necessary to meet all required eligibility criteria and contain completed forms, documentation, and necessary information for all members of a Program Applicant.

DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

To be eligible for assistance, a Program Applicant must qualify as a family. *Family* is defined by HUD includes, but is not limited to the following, regardless actual or perceived sexual orientation, gender identity, or marital status:

- 1) a single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or
- 2) a group of persons residing together. Such group includes, but is not limited to:
 - i. a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - ii. an elderly family;
 - iii. a near-elderly family;
 - iv. a disabled family;
 - v. a displaced family; and
 - vi. the remaining member of a tenant family.

Gender Identity means actual or perceived gender characteristics. *Sexual orientation* means homosexuality, heterosexuality, or bisexuality. [24 CFR 92.2, 24CFR 5.403, 24 CFR 5.404]

HOUSEHOLD INCOME

Income limits are established by household size and revised annually by the U.S. Department of Housing and Urban Development (HUD). All households assisted under the TBRA Program shall not exceed 30 percent of AMI as published by HUD for the HOME program. **Table 1** provides the HOME income limits effective April 18, 2022 for the Riverside-San Bernardino-Ontario, CA MSA.

Table 1

Riverside-San Bernardino-Ontario, CA MSA								
Household Size:	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
80% LIMITS	\$49,300	\$56,350	\$63,400	\$70,400	\$76,050	\$81,700	\$87,300	\$92,950
Household Size:	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
60% LIMITS	\$37,000	\$42,200	\$47,500	\$52,800	\$57,000	\$61,200	\$65,500	\$69,700
Household Size:	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
30% LIMITS	\$18,500	\$21,150	\$23,800	\$27,750	\$32,470	\$37,190	\$41,190	\$46,360

HOME Income Limits Effective FY 2022

A majority of Program Applicants shall demonstrate that their income does not exceed HUD's 30 percent AMI limit as adjusted for household size utilizing the Section 8 method, commonly as the Part 5 method, as defined at 24 CFR 92.203(b). Target income categories include:

- The TBRA program will primarily focus on serving homeless households who are 30% and below AMI.
- To address the broad spectrum of client needs, TBRA may be provided to individuals / households whose incomes are equal to or less than 60 percent of the median income in the San Bernardino-Riverside Standard Metropolitan Statistical Area (MSA).
- For Homelessness Prevention, TBRA assistance may be provided to a limited number of households earning 80% and below AMI. No more than 10% of TBRA households assisted per program year may earn incomes between 60-80% of AMI.

A Part 5 Annual Income Determination (**Exhibit 6 – Income and Rent Determination Form**) will be prepared, taking into consideration the income inclusions and exclusions as well as the asset inclusions and exclusions as required. The income determination is a projection of income over the next 12 months using current monthly gross earnings derived from two consecutive months of verifiable third-party source documentation dated/issued within six months of the date of the income determination. Income determinations shall be effective from the date of the determination and for a period of 12 months thereafter.

VERIFICATION

The TBRA Program Case Manager must verify all information that is used to establish the Program Participant's eligibility and level of assistance and is required to obtain the written authorization from the family in order to collect the information. Applicants and Program Participants must cooperate with the verification process as a condition of receiving assistance. The TBRA Program will not pass on the cost of verification to the Program Participant.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the City of Corona and the TBRA Program. [24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230]

Further information is available in **Exhibit 3: Verifications**.

LENGTH OF STAY/ASSISTANCE

The term of TBRA rental assistance may not exceed 12 months but may be renewed up to a maximum of 24 months, subject to the availability of HOME funds. At the end of the initial 12 months of TBRA assistance, the Program Participant may be eligible to receive additional assistance. The TBRA Program Case Manager will notify the Program Participant and the Owner 60 days prior to the end of the lease that the TBRA assistance will expire unless both parties agree to an extension within 15 days of the notification and meet the program's criteria. If the Program Participant requests additional assistance, the TBRA Program Case Manager recertifies the household's eligibility, including household composition and income as described above. The amount of Program Participants rent is calculated using the same methodology as completed at initial application. The TBRA Program Case Manager recertifies the eligibility of the unit as described above, including passing an annual HQS inspection. The Owner and Program Participant revise the existing lease or enter into a new lease agreement for the subsequent 12 months. A new Lease Addendum shall be prepared for signatures. In addition, a new Rental Assistance Payments Agreement shall be prepared for signatures. The TBRA Program Case Manager shall schedule meetings of the TBRA Oversight Committee as frequently as necessary to ensure prompt decisions on each renewal application.

Upon completion of the entire recertification process, the TBRA Program Case Manager shall issue a letter indicating approval of renewal for TBRA assistance, including the term of assistance, the total rent due to the Owner, the TBRA payment to be made to the Owner by Contractor and the Program Participant's portion of rent payable to the Owner.

MAXIMUM LIMITS OF ASSISTANCE

The City of Corona has established a procedure to determine the payment standard (rent standard) by bedroom size that includes contract rent. The payment standard will be established and reviewed annually to adjust to changes in market conditions. The payment standard will be used to cap the contract rent to calculate the assistance amount. For the purposes of the City of Corona TBRA Program, the minimum program participant rent shall be the higher of \$50 or 30 percent of the household's monthly Adjusted Income. In cases where the TBRA Program participant has little or no income, exceptions to the minimum \$50 participant rent contribution standard will be considered for approval by the TBRA Program Case Manager and the TBRA Oversight Committee.

The City of Corona shall have discretion to approve or deny Contractor's recommended assistance amounts based on information provided by the applicant with the Program Application and Certification of Income and other factors such as funding availability and rental assistance need.

PORTABILITY OF ASSISTANCE

TBRA assistance shall be portable. TBRA assistance must be used for a standard rental housing unit located within the incorporated city limits of the City of Corona, cities that share a border with the City of Corona or other cities within San Bernardino and Riverside counties.

SECTION 8

Program Participants already receiving Section 8 rental housing assistance payments are ineligible for assistance under the TBRA Program. Program Participants shall not be prohibited from applying for Section 8 assistance while receiving benefits under the TBRA Program. However, upon receiving Section 8 rental assistance payments, assistance under the TBRA Program shall terminate.

DEPOSITS

Security Deposits

A security deposit is any money a landlord takes from a tenant other than the advance payment of rent. The security deposit serves to protect the landlord if the tenant breaks or violates the terms of the lease or rental agreement. It may be used to cover damage to the property, cleaning, key replacement, or back rent. TBRA Program funds can be used for security deposits for eligible participants. Pursuant to 24 CFR 92.209(j), security deposits cannot exceed the amount of two months' rent. The security deposit should be reasonable and according to California requirements; and equal to what a non-subsidized tenant would pay for the same unit. The security deposit will be paid by the TBRA Program directly to the Owner.

When the Program Participants moves, the security deposit will be refunded to the Program Participant according to the terms of their lease. The security deposit is a grant to the Program Participant and does not have to be repaid.

If the Program Participant plans on moving while receiving TBRA assistance, they will be responsible for the security deposit at the new rental unit. The TBRA Program will issue only one security deposit per Program Participant. Tenants can use any refunded security deposit to fund the security deposit at a new rental unit.

The TBRA Program may pay a second security deposit on a case-by-case basis if a Program Participant needs to leave their current living situation due to domestic violence, sexual assault, dating violence, stalking or any other situation that put the Program Participant in danger (e.g., the Owner is not making repairs to the property which causes the unit to be out of compliance with HQS standards).

Rental Arrears

Utility Deposits

TBRA Program funds can be used for utility deposits in conjunction with utility connection fees at an approved TBRA rental unit. Funds can only be approved for utility deposits for services that the Program Participant will be responsible for paying. Funds can only be used for the electric, gas, water, sewer, and trash collection services. Utility deposits do not include telephone, cable television or Internet service.

This is a one-time payment and will not be available to the Program Participant if they move to another rental unit. The utility deposit funds are considered a grant and do not need to be repaid to the TBRA Program. Any funds returned to the Program Participant after the end of the tenancy will be considered the Program Participant's funds.

The TBRA Program may pay a second utility deposit on a case-by-case basis if a Program Participant needs to leave their current living situation due to domestic violence, sexual assault, dating violence, stalking or any other situation that put the Program Participant in danger (e.g., the Owner is not making repairs to the property which causes the unit to be out of compliance with HQS standards).

All utility deposit funds will be paid directly to the utility provider and not directly to the Program Participant. The Program Participant will need to bring documentation from the utility provider that the service will be in the name of the participant and showing the amount of the required deposit and verification that the utility service will be connected in the Program Participant's name once the deposit is received.

Utility Services

If the Program Participant is leasing a rental unit where they will be responsible for paying for the utility service, they generally must provide the Owner with written verification that the Program Participant can connect the service in their name prior to moving into the rental unit. It is important that the head of household, co-head of household or another adult living in the household that is party to the lease agreement will have utility service connected in their name(s).

The TBRA Program will not permit utility service to be connected in a minor child's name or any other person that is not a member of the household. If these provisions cannot be met, then TBRA Program will require that the Program Participant secure a rental unit that has all utilities paid by the Owner.

All rental units funded by the TBRA Program must have all utilities connected at all times to remain in compliance with HQS. Disconnected utility service is grounds for termination of the rental assistance.

MOVE OUTS/TERMINATIONS

Grounds for Termination of Assistance

HUD requires the City of Corona and its Contractor to terminate assistance for certain actions and inactions of the Program Participant and when the Program Participant no longer requires assistance due to increases in Program Participant income. HUD permits the City and its Contractor to terminate assistance for certain other actions or inactions of the Program Participant. In addition, a Program Participant may decide to withdraw from the program and terminate their TBRA assistance at any time by notifying the TBRA Program Case Manager.

Family No Longer Requires Assistance

As a Program Participant's income increases, the amount of the rental assistance payment decreases. If the amount of assistance provided by the TBRA Program is reduced to zero, the Program Participant's assistance terminates automatically 180 days after the last rental assistance payment.

If a Program Participant receiving zero assistance experiences a change in circumstances that would result in rental assistance payment resuming, the family must notify the TBRA Program Case Manager of the change and request an interim reexamination before the expiration of the 180-day period.

Program Participant Chooses to Terminate Assistance

The Program Participant may request that the TBRA Program Case Manager terminate rental assistance payments on behalf of the Program Participant at any time. The request to terminate assistance should be made in writing and signed by the head of household and spouse, if applicable.

Annual Income Exceeds Low-Income Limits

If a Program Participant's income exceeds the low-income limit at reexamination, assistance must be terminated after the TBRA Program Case Manager gives reasonable notice to the tenant.

Eviction

The TBRA Program will terminate assistance whenever a Program Participant is evicted from a unit assisted under the TBRA Program for a serious or repeated violation of the lease. Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

Termination of Tenancy by Owner

Pursuant to HOME program regulations, Owners may evict Program Participants following applicable state and local laws. Generally, that means Owners may only evict Program Participant in the event of:

- Serious or repeated lease violations.
- Legal violations in connection with the unit or its premises.
- Criminal activity.
- Other causes specified by state or local law.

Termination of Assistance by the City

The Oversight Committee may terminate assistance or deny renewal of TBRA Program assistance to a Program Participant who violates program requirements or is found to have provided false information to the City.

The Oversight Committee may also approve resuming assistance to a Program Participant whose assistance was previously terminated. Termination of benefits or resumption of benefits shall be recommended by the City's Contractor and documented in correspondence to the Program Participant as follows:

1. Written notice to the Program Participant containing a clear statement of the reasons for termination or denial to renew TBRA assistance.
2. A review of the decision, in which the Program Participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination or decision to deny renewal of Program assistance; and
3. Prompt written notice of the final decision to the Program Participant.

VIOLENCE AGAINST WOMEN ACT (VAWA)

VAWA provides four specific protections against termination of TBRA assistance for victims of domestic violence, dating violence, sexual assault, or stalking. (Note: The second, third, and fourth protections also apply to terminations of tenancy or occupancy by Owners participating in the TBRA Program as do the limitations discussed under the next heading.)

First, VAWA provides that the TBRA Program may not terminate assistance to a family that moves out of an assisted unit in violation of the lease, with or without prior notification to the TBRA Program, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.314(b)(4)].

Second, it provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed either as a serious or repeated lease violation by the victim or as good cause to terminate the assistance of the victim [24 CFR 5.2005(c)(1)].

Third, it provides that criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking may not be construed as cause for terminating the assistance of a tenant if a member of the tenant's household, a guest, or another person under the tenant's control is the one engaging in the criminal activity and the tenant or affiliated individual or other individual is the actual or threatened victim of the domestic violence, dating violence, sexual assault, or stalking [24 CFR 5.2005(c)(2)].

Fourth, it gives the TBRA Program the authority to terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence [24 CFR 5.2009(a)].

Limitations on VAWA Protections [24 CFR 5.2005(d) and (e)]

VAWA does not limit the authority of the TBRA Program to terminate the assistance of a victim of abuse for reasons unrelated to domestic violence, dating violence, sexual assault, or stalking so long as the TBRA Program does not subject the victim to a more demanding standard than it applies to other program participants [24 CFR 5.2005(d)(1)].

Likewise, VAWA does not limit the authority of the TBRA Program to terminate the assistance of a victim of domestic violence, dating violence, sexual assault, or stalking if the TBRA Program can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the assisted property if the victim is not terminated from assistance [24 CFR 5.2005(d)(2)].

HUD regulations define actual and imminent threat to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk
- The nature and severity of the potential harm
- The likelihood that the potential harm will occur
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]

In order to demonstrate an actual and imminent threat, TBRA Program must have objective evidence of words, gestures, actions or other indicators. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize TBRA Program to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat" [24 CFR 5.2005(d)(3)].

In determining whether a program participant who is a victim of domestic violence, dating violence, sexual assault, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the TBRA Program will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, or stalking
- Whether the threat is a physical danger beyond a speculative threat
- Whether the threat is likely to happen within a short period of time
- Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the participant wishes to contest the TBRA Program Case Manager's determination that he or she is an actual and imminent threat to other tenants or employees, the participant may do so as part of the informal hearing.

The City of Corona or its Contractor will provide HUD form HUD-5380- Notice of Occupancy Rights Under VAWA and HUD-5382- Certification of Domestic Violence, Sexual Assault, or Stalking, and Alternative Documentation, and the TBRA Lease Addendum with VAWA Protections for Contractor to provide to all applicants and TBRA participants.

Under VAWA protections, the lease may be bifurcated to allow the Owner to remove only the tenant(s) engaged in criminal activity, while the remaining tenants retain TBRA assistance.

Limitations of VAWA protections:

- VAWA does not supersede obligation to pay rent
- Violation not premised on an act of domestic violence, sexual assault, or stalking.
- Court order regarding right of access/ control of property or distribution/possession of property
- Actual and imminent threat to other tenants
- Failure to provide victim status documentation, if requested by property Owner, City of Corona, or Contractor.

Confidentiality of Information must be maintained in the strictest confidence. The following types of information must not be entered into shared database or disclosed to any other entity or individual, except to extent the disclosure is: a) requested/consented to in writing by victim in time-limited release, b) required for use in eviction proceeding or termination hearing; or c) otherwise required by applicable law:

- Fact that applicant or tenant is a victim
- Any information on certification form, other victim status documentation, or emergency transfer request
- Information provided by applicant/ tenant regarding VAWA inquiry or assertion of rights

Contractor must maintain records and annually report on:

- Emergency transfers requested
- Outcomes of those requests.

FAIR HOUSING AND NONDISCRIMINATION REQUIREMENTS

Federal laws require the City of Corona and its Contractor to treat all applicants and Program Participants equally, providing the same quality of services, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The City of Corona and the Contractor, on behalf of the City of Corona, will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012, and further clarified in Notice PIH 2014-20.
- Violence Against Women Reauthorization Act of 2013 (VAWA)

Nondiscrimination

A reasonable accommodation is an adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to the TBRA Program. For example, reasonable accommodations may include making home visits or extending the certificate term in order for a participant to lease an accessible dwelling unit.

Federal regulations prohibit discrimination against certain protected classes. State and local requirements, as well as the City of Corona policies, can prohibit discrimination based on other factors.

The City of Corona and Contractor shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called "protected classes")

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The City of Corona and Contractor will not discriminate on the basis of marital status or sexual orientation. The City of Corona and Contractor will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the TBRA Program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission

- Steer an applicant or participant toward or away from a particular area based any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Additional information regarding fair housing and nondiscrimination requirements is included in **Exhibit 5: Fair Housing and Nondiscrimination**.

INELIGIBLE USES

Any services not explicitly listed in the Eligible Use of Funds section shall be deemed ineligible. TBRA funds may not be spent on the following activities:

- To make commitments to specific Owners for specific units. Applicants must be free to use TBRA for any eligible unit
- On applicants who are resident Owners of cooperative housing that qualifies as home Ownership housing. However, TBRA funds may be used for applicants who are renting from a cooperative unit Owner
- To prevent displacement of, or provide relocation assistance to, tenants as a result of activities other than the HOME program
- To pay for overnight or temporary shelter
- To pay rent for a non-standard unit, including renting a room within a housing unit, renting a garage, or other housing arrangement that is not a standard permitted housing unit
- To pay rent for a portion of a standard unit owned and occupied by a family member

PROHIBITION AGAINST DUPLICATIVE ASSISTANCE

Applicants cannot receive TBRA Program assistance if they are receiving rental assistance under another federal, state, or local rental assistance program if the TBRA subsidy would result in duplicative subsidies.

All applicants shall certify on the Pre-Application Questionnaire (**Exhibit 3 – Pre-Application Questionnaire**) under penalty of perjury, under the laws of the State of California, that they are not able to receive, and have not received, other federal or non-federal benefits or assistance for rent assistance within the last three (3) months. Applicants shall further certify that they will not pursue other federal or non-federal benefits for the same uses of this grant program for rent and/ costs for the time period of the TBRA Program lease until the final assistance payment made by City under this program.

CHANGES TO PROGRAM GUIDELINES

Minor changes to these Program Guidelines involving administrative procedures or accommodations to adapt to unique applicant situations or opportunities, or regulatory changes may be performed with the approval of the City of Corona. Federal regulatory requirements for the HOME program are not subject to modification or revision, except when HUD issues guidance superseding prior regulatory requirements.

APPLICATION PROCESS

The City of Corona Tenant-Based Rental Assistance Program (TBRA Program) provides rental assistance to prevent homelessness and to help homeless neighbors become housed.

INTAKE

For at-risk of homelessness households, a waitlist (**Exhibit 2 – Program Waitlist**) shall be maintained by the TBRA Program Case Manager. Interested households may join the program waitlist by completing a Pre-Application Questionnaire (**Exhibit 3 – Pre-Application Questionnaire**) in writing or verbally via interview with the TBRA Program Case Manager. The TBRA Program Case Manager will review the Pre-Application and determine the basic eligibility for the program. Once basic eligibility has been determined, the household will be placed on the Program Waitlist.

For homeless households temporarily staying at the Harrison Shelter or the City’s Motel Shelter Program as well as homeless households living on the streets, in their cars or other places not meant for human habitation, the Contractor shall prioritize assistance based upon the following factors: 1) housing readiness/doc-ready status; 2) verification of documentable ties to the City of Corona, and 3) progress with crisis stabilization and case management plan.

As program funds become available, full program applications (**Exhibit 4 – Program Application**) shall be provided to Households in order of their position on the Program Waitlist. The Program Application collects information on Household composition, gross income from all sources, a summary of housing expenses and HUD-required demographic information. Required attachments to the Program Application include copies of government-issued photo identification for all adult Household members and appropriate documentation of income for each adult Household member.

The TBRA Program Case Manager will review applications and required documentation. Once the application has been determined to be complete with all the required information completed, required documentation provided and determined to meet the initial eligibility requirements for the program, the application will be sent for approval by the TRBA Oversight Committee.

Applicants needing assistance in completing the Pre-Application and/or the Program Application can seek assistance from the TBRA Program Case Manager.

INCOME DOCUMENTATION

A Part 5 Annual Income Determination (**Exhibit 6 – Income and Rent Determination Form**) shall be prepared, taking into consideration the income inclusions and exclusions as well as the asset inclusions and exclusions as required. The income determination is a projection of income over the next 12 months using current monthly gross earnings derived from two consecutive months of verifiable third-party source documentation dated/issued within six months of the date of the income determination. Income determinations shall be effective from the date of determination and for a period of 12 months thereafter. (24 CFR 5.609)

For those applicants meeting income requirements, the Case Manager shall prepare the rent determination using (**Exhibit 6 – Income and Rent Determination Form**). This form confirms severe housing cost burden and the calculation of Adjusted Income for the purpose of determining the program participant rent and the TBRA payment to the Owner.

Table 2

Riverside-San Bernardino-Ontario, CA MSA								
Household Size:	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
30% LIMITS	<u>\$18,500</u>	<u>\$21,150</u>	<u>\$23,800</u>	<u>\$27,750</u>	\$32,470	37,190	\$41,190	\$43,360
50%/VERY LOW INCOME	\$30,800	\$35,200	\$39,600	\$44,000	\$47,550	\$51,050	\$54,600	\$58,100
60% LIMITS	\$37,000	\$42,200	\$47,500	\$52,800	\$57,000	\$61,200	\$65,300	\$69,700
80%/LOW INCOME	\$49,300	\$56,350	\$63,400	\$70,400	\$76,050	\$81,700	\$87,300	\$92,950

APPROVAL/CONFIRMATION

The TBRA Oversight Committee, consisting of the City of Corona's Homeless Solutions Manager and the City's contracted HOME Consultant, will review the Program Application and confirm the TBRA Program Case Manager's approval for participation on the program. The TBRA Program Case Manager will notify in writing all applicants whose applications are determined to be complete, meet all eligibility requirements for the program, and have approval confirmed by the TBRA Oversight Committee.

INCOMPLETE APPLICATIONS

The TBRA Program Case Manager will notify applicants in writing if their application is determined to be incomplete or does not meet the initial eligibility requirements for the program. Incomplete applications will not be approved or sent on to the TBRA Oversight Committee.

OTHER PROGRAMS

Pursuant to 24 CFR 92.209(c)(2)(v), Households given a preference under the TBRA Program are not prohibited from applying for or participating in other programs or forms of assistance (except rental assistance that is duplicative). Persons who are eligible for a preference under the TBRA Program shall have the opportunity to participate in all programs of the City of Corona, including programs that are not separate or different.

Pursuant to 24 CFR 92.209(l), in any case where assistance under Section 8 of the 1937 Act becomes available, recipients of TBRA shall qualify for tenant selection preferences to the same extent as when they received the HOME TBRA.

UNIT SELECTION

The TBRA Case Manager will work closely with Applicants who have been approved for participation in the TBRA Program to identify appropriate housing units available for rent. The TBRA Case Manager will consider the TBRA Program Guidelines when evaluating and assisting in the selection of the unit to be leased, including size of unit, occupancy standards, rent reasonableness and willingness of the Owner to participate in the program.

ELIGIBLE UNITS

The HOME TBRA Program offers households flexibility in selecting a housing unit. Households must be free to select the unit of their choice:

- Units leased to TBRA Program Participants may be publicly- or privately-owned. Publicly-owned units include public housing, Section 811, Section 202, HOPE 6, Continuum of Care, and HOPWA

- HOME TBRA rental assistance cannot be provided to a household receiving tenant-based rental assistance from another program (e.g., Section 8 or Continuum of Care rental assistance) or living in a housing unit receiving project-based rental assistance or operating assistance through other public sources.
- HOME TBRA security and utility deposit assistance cannot be provided to a program participant who is receiving security deposit or utility deposit assistance through other public sources.
- The TBRA Program Case Manager must disapprove a lease if the City of Corona determines the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.
- Households may select units developed or rehabilitated with HOME assistance. However, the City of Corona or the Contractor may not require the household to select a HOME unit as a condition of receiving TBRA. Households must be permitted to move out at the end of the HOME lease term, taking their TBRA assistance with them.
- Portability is permitted within Riverside and San Bernardino Counties.

HOUSING UNIT ELIGIBILITY

Contractor shall arrange for an HQS-certified Inspector to inspect each unit identified to receive TBRA assistance. The Inspector shall use the Housing Quality Standards (HQS) Checklist (**Exhibit 10 – HQS Checklist**) containing the elements necessary to demonstrate housing quality in accordance with the requirements set forth in 24 CFR 982.401. A rental housing unit shall be considered a Standard Unit if it meets the HQS standards. The unit shall be inspected and determined to be in standard condition prior to the provision of TBRA assistance and once per year thereafter for those Program Participants receiving assistance beyond the initial 12 months. A copy of the completed HQS Checklist shall be maintained in the Case File.

Additionally, each property must be in located within the City of Corona and/or in the case of portability, located in Riverside or San Bernardino counties. Units must also be in compliance with all applicable City of Corona or local City policies and ordinances, including having a valid business license (if applicable).

UNIT SIZE AND OCCUPANCY STANDARDS

The following occupancy standards comply with HQS requirements and specify how the number of bedrooms required by the applicant's household will be determined as related to both (1) determining the appropriateness of the actual unit size and (2) calculating amount of TBRA rental assistance. The City of Corona or its Contractor may modify these standards on a case-by-case basis to accommodate specific household composition and circumstances (e.g., pending child custody cases, chronic illnesses, family member who is absent most of the time, etc.).

General Guidance on Bedroom Requirements

Housing is overcrowded if there are more than two occupants per bedroom plus one person. Fair housing rules permit applicants to select smaller units that do not, from the City's perspective, create seriously overcrowded conditions. With the recommendation of the Contractor, Applicants may also select larger units at their own expense (meaning TBRA subsidy will not cover the increased cost of a larger unit). In addition to the number of bedrooms, both the size of the unit and the size of the bedrooms shall be considered when evaluating the individual circumstances of the family.

Determining Family Unit Size

For each family, the TBRA Program Case Manager determines the appropriate number of bedrooms under the TBRA Program subsidy standards and enters the family unit size on the certificate that is issued to the family. The family unit size does not dictate the size of unit the family must actually lease, nor does it determine who within a household will share a bedroom/sleeping room.

The following requirements apply when the TBRA Program Case Manager determines family unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the housing quality standards. [24 CFR 982.401 (d)]
- The subsidy standards must be applied consistently for all families of like size and composition.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by the TBRA Program Case Manager to reside in the unit to care for a family member who is disabled) must be counted in determining the family unit size;
- Unless a live-in-aide resides with a family, the family unit size for any family consisting of a single person will be a one-bedroom unit.

The TBRA Program Case Manager will assign one bedroom for each two persons within the household, except in the following circumstances:

- Live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family. The occupancy standards must be consistent with housing quality standards of no more than two persons per living area (bedrooms, living room, den, family room).
- Single person families will be allocated a one bedroom.
- Foster children will be included in determining unit size.
- A separate bedroom should be allocated for the Head of Household unless there is a spouse/significant other unless there is a spouse/significant other in the household.
- A separate bedroom should be allocated for the Head of Household if no spouse or cohabitant exists.
- When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to TBRA Program Case Manager indicating that the student has established a separate household or the family declares that the student has established a separate household.
- A separate bedroom should be allocated where there is an odd number of family members (excluding the head of household, spouse/cohabitant).

The TBRA Program Case Manager will reference the following chart in determining the appropriate certificate size for a family:

Table 3

Unit Size	Persons in Household
1 Bedroom	1-2
2 Bedrooms	2-4
3 Bedrooms	4-6
4 Bedrooms	6-8
5 Bedrooms	8-10

Exceptions to Subsidy Standards

In determining family unit size for a particular family, the TBRA Program Case Manager may grant an exception to its established subsidy standards if the TBRA Program Case Manager determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances [24 CFR 982.402(b)(8)]. Reasons may include, but are not limited to:

- A need for an additional bedroom for medical equipment
- A need for a separate bedroom for reasons related to a family member's disability, medical or health condition
- A need for an additional bedroom for reasons related to an elderly family member's medical or health condition.

The family must request any exception to the subsidy standards in writing within 30 days of the determination of certificate size. The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source (e.g., doctor or health care professional), unless the disability and the disability-related request for accommodation is readily apparent or otherwise known. The family's need for an additional bedroom due to special medical equipment must be re-verified in writing at annual reexamination.

All exceptions to subsidy standards will be reviewed and determined by the TBRA Program Case Manager.

The TBRA Program Case Manager will notify the family of its determination within 10 business days of receiving the family's request. If a participant family's request is denied, the notice will inform the family of their right to request an informal hearing.

TBRA assistance moves with the program participant. If a household needs to change location, the household may take the TBRA assistance along when it moves to another rental unit (<https://www.hudexchange.info/resources/documents/Building-HOME-Chapter-7-Tenantbased-Rental-Assistance.pdf>).

If a household decides to change location to a new unit, the household will need to provide a request, in writing, to the TBRA Program Case Manager. The written request shall include the following information:

- Notification of the desire to change location of the TBRA assistance
- New location is within Riverside County or San Bernardino County
- Address of the new location
- Date of desired move
- Identify any change in household size (if applicable)
- VAWA- TBRA participants may submit a VAWA Certification and request for emergency transfer (if applicable)

The TBRA Program Case Manager shall complete all requirements as outlined in both the Application and Income Eligibility and the Housing Unit Eligibility sections of these guidelines to determine if the new unit is eligible and approved by the TBRA Oversight Committee for program assistance. After the initial income determination, an updated income determination only needs to be completed at the household's annual renewal date, with one exception, if the household composition will change when moving to a new unit,

a new Part 5 Income Determination must be prepared for the household using current source documentation. All requirements must be met as outlined above for the new unit.

HOUSING QUALITY STANDARDS (HQS) INSPECTIONS

Any TBRA assisted property must meet all applicable City of Corona or local host City housing codes and ordinances as well as the Section 8 Housing Quality Standards (HQS). Inspection to verify compliance with HQS and occupancy standards are made both at initial move-in and annually during the term of the TBRA assistance. A written inspection form must be signed and dated and retained in the tenant file.

The HQS standards cover the following areas:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and Security
- Thermal Environment
- Illumination and electricity
- Structure and materials
- Interior Air Quality
- Water Supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary condition
- Smoke Detectors

Housing Quality Standards (HQS) Space Standards

According to the Housing Quality Standards for space within a dwelling unit (24 CFR 982.401 and 982.403) the following is required:

- Provide adequate space and security for the family
- Have at least one bedroom or living/sleeping room for each two persons

A unit that does not meet these HQS Inspection space standards is defined as overcrowded.

A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space. A bedroom or living/sleeping room must have at least:

- One window
- Two electrical outlets in proper operating condition (permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets)

If the TBRA Program Case Manager determines that a unit is overcrowded because of an increase in family size or a change in family composition, the family and the TBRA Program Case Manager must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the TBRA Program Case Manager must terminate the TBRA Program agreement in accordance with its terms.

LEAD-BASED PAINT

The Lead-Safe Housing Rule of 24 CFR part 35, subpart M, is applicable to units rented by TBRA Program participants pursuant to 24 CFR 92.355, and cannot be waived. The TBRA Program Case Manager shall ensure that units built before 1978 undergo visual evaluation and paint repair in accordance with 24 CFR Part 35, subpart M.

All applicants will be notified of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning. Applicants will be provided with the Lead Paint Disclosure and a copy of the disclosure is to be retained in the applicant's file. This is a standard requirement of all applications and the TBRA Program Case Manager must collect an acknowledgement signed by the applicant indicating receipt of the pamphlet, documenting that disclosure has occurred. The pamphlet and acknowledgement are included with the Program Application.

The TBRA Program must adhere to the following requirements of Lead-Safe Housing Rule:

- Tenants must receive the fact sheet "Ten Tips to Protect Children from Pesticide and Lead Poisonings around the Home" (EPA) and the pamphlet "Protect Your Family from Lead" (EPA) at the time of application.
- Tenants must receive the Elevated Blood Level form (tenant signature optional) and the Tenant Notice of Defect/Notice of Elevated Blood Level Above 15 ug form prior to move in.
- A sign-off form, indicating that the tenant has received the four documents, must be kept in tenant files.
- Visual assessment of units built prior to 1978 must take place during the HQS inspection. Exemptions include 0-bedroom units, SROs, and units exclusively for the elderly and disabled where children age 6 and under will not/do not occupy the unit.
- If deteriorated paint is identified in the visual assessment,
- Lead-based paint stabilization/abatement procedures must take place at the expense of the Owner within 30 days of notification to the Owner (24 CFR Part 35.1330(a) and (b).)
- The Owner of the unit must meet the requirements of paint stabilization as defined in 24 CFR Part 35.110. Paint stabilization must be conducted in accordance with procedures outlined at 24 CFR 1330(a) & (b). Owners must pay for stabilization and/or abatement procedures prior to move-in (or during occupancy). If the Owner declines to provide stabilization, another unit must be selected.
- Owner must provide a copy of the clearance report performed in accordance with 24 CFR 35.1340 whenever paint stabilization is undertaken. Owner must provide tenant with a written notice of the results of the clearance exception (24 CFR 35.1215(c)).
- If lead-based paint or deteriorated paint in non-exempt units is identified following move in and/or during an annual or periodic re-inspection, depending on the scope of the work to stabilize the paint, and if deemed necessary, the Owner is responsible for relocating the tenants to a comparable dwelling free of lead-based paint hazards while the work is taking place.
- Owner must adopt procedures to ensure that on-going maintenance activities are conducted in accordance with 24 CFR 35.1355 during the term of assisted tenancy.
- Identification of the number of units built prior to 1978 and the number of children and pregnant women residing in each unit must be provided on TBRA tenant project set-up forms.

RENT REASONABLENESS

TBRA assisted units must rent for a reasonable amount, compared to rents charged for comparable, unassisted units. TBRA Program Case Manager must document the basis for their rent reasonableness determinations on a form prescribed by TBRA Program Case Manager. The prescribed form provides a rent analysis for three (3) comparable unassisted units. Key components of a comparability analysis include:

- Location in Community: In many markets, location is the key determinant of housing price (i.e., good/safe neighborhood, close to schools/bus routes, etc.).
- Size: Only units of comparable size (both in terms of number of bedrooms and square footage) should be used.
- Rent for Unit: Amount of rent being charged by Owner.
- Utilities Included: Consider the type and fuel source of utilities.
- Condition: Only units in similar condition should be compared.
- Amenities: Consider such amenities as garage, appliances, and lot size.

HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the same market area. HUD also requires that Owners not charge more for assisted units than for comparable units on the premises. (24 CFR 92.209)

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance.

Housing Authority of the County of Riverside
 Voucher Payment Standards (current) effective 3/30/2022-12/31/2022
 Established pursuant to HUD Expedited Waiver approved on 3-28-2022: Voucher Tenancy: New
 Payment Standard Amount [24 CFR 982.503 (b)] – Establishment of payment standards from 111% to
 120% of the FMR.

<i>Bedrooms</i>	<i>Payment Standard</i>
0	\$1,274
1	\$1,442
2	\$1,810
3	\$2,478
4	\$3,050
5	\$3,507
6	\$3,964

PARTICIPANT’S RENT CONTRIBUTION

For the purposes of the City of Corona TBRA Program, the minimum program participant rent shall be the higher of \$50 or 30 percent of the household’s monthly Adjusted Income. Under no circumstances shall rents exceed the Fair Market Exception Rent or the Fair Market Rent (FMR) published by the Riverside County Housing Authority, whichever is higher. In cases where the TBRA Program participant has little or no income, exceptions to the minimum \$50 participant rent contribution standard will be considered for approval by the TBRA Program Case Manager and the TBRA Oversight Committee.

TERM OF ASSISTANCE

The term of TBRA rental assistance may not exceed 12 months but may be renewed up to a maximum of 24 months, subject to the availability of HOME funds as determined by the recommendation of the TBRA Oversight Committee. Subsequent to the initial 12-month term of TBRA assistance, if TBRA assistance is recommended for renewal, a new Part 5 Annual Income Determination must be prepared using current source documentation.

REQUEST FOR TBRA UNIT APPROVAL

Once a unit is identified by the applicant and the TBRA Program Case Manager, with an Owner that is willing to participate in the TBRA Program, the applicant shall submit a request for the unit to be approved so that TBRA funds can be used to rent the unit. The TBRA Program Case Manager will prepare the request form to be signed by the applicant and potential Owner.

**PARTICIPANT AGREEMENT/LEASE/LEASE ADDENDUM/
RENTAL ASSISTANCE PAYMENTS AGREEMENT**

In order for the TBRA Program Case Manager to assist a Program Participant in a particular dwelling unit, or execute a Rental Assistance Payments Agreement with the Owner of a dwelling unit, the TBRA Program Case Manager must determine that all the following program requirements are met:

The unit itself must qualify as an eligible unit [24 CFR 982.305(a)]

- The unit must be inspected by the TBRA Program Case Manager, or the City Inspector and the unit must meet the inspection standards (refer to Housing Quality Standards (HQS) [24 CFR 982.305(a)]
- The rent to be charged by the Owner for the unit must be reasonable [24 CFR 982.305(a)]
- The Owner must be an eligible Owner, approvable by the TBRA Program Case Manager, with no conflicts of interest as defined in **Exhibit 9: Conflicts of Interest**. [24 CFR 982.306]

PARTICIPANT AGREEMENT

The TBRA Program Contractor and the TBRA Program Participant will enter into an agreement in which the Program Participant agrees to comply with the TBRA Program rules and the TBRA Program agrees to pay all or a portion of the rent, as specified in the agreement.

The term of the TBRA Program Participant Agreement runs in conjunction with the term of the Lease. The Lease cannot exceed one (1) year. The participant agreement automatically terminates on the last day of the term of the Lease. If the participant is no longer eligible for TBRA, the participant agreement with the Owner will automatically terminate. The TBRA Program will no longer be required to make rental assistance payments to the Owner if the participant is no longer occupying the rental unit or if the tenant remains in the rental units after their rental assistance has ended.

The Participant Agreement will be signed by an authorized representative of the TBRA Program Contractor managing the TBRA Program.

LEASE

The City of Corona and the TBRA Program Contractor are not a party to the Program Participant/Owner lease and will not be obligated to enforce or intervene in a Program Participant/Owner dispute. The TBRA Program Contractor is not a party to the eviction process. If the Program Participant is legally evicted for cause, the TBRA Program Contractor may terminate assistance to the Program Participant.

The TBRA Program Case Manager shall receive and maintain a copy of the lease in the case file.

Review of Lease

The TBRA Program Case Manager will review the dwelling lease for compliance with all applicable requirements.

If the dwelling lease is incomplete or incorrect, the TBRA Program Case Manager will notify both the Program Participant and the Owner of the deficiencies. Missing and corrected lease information shall be transmitted to the TBRA Program Case Manager in writing (revised/corrected and signed lease). The TBRA Program Case Manager will not accept missing and corrected information over the phone.

Because the initial leasing process is time-sensitive, the TBRA Program Case Manager will attempt to communicate with the Owner and Program Participant by phone, fax, or email. The TBRA Program Case Manager will use U.S. Postal Service when the parties cannot be reached by phone, fax, or email.

The TBRA Program Case Manager will not review the Owner's lease for compliance with state/local law.

LEASE ADDENDUM

The Program Participant and the Owner will enter into the TBRA Lease Addendum (**Exhibit 8 – TBRA Lease Addendum**) in which the Program Participant and the Owner agree to comply with the program requirements and the TBRA Program agrees to pay all or a portion of the rent, as specified in the Lease Addendum. Unless explicitly noted in a paragraph in the Addendum, the term of the TBRA Lease Addendum Agreement shall begin on the date the TBRA Lease Addendum is executed and extend through 30 days after the last month of assistance provided, as outlined in the Addendum.

The Owner shall consent (verbally or in writing) to the following program parameters before the TBRA Program Case Manager will bring a recommendation of approval to the TBRA Oversight Committee:

- Owner shall indicate willingness to enter into a one-year lease with the TBRA Program Participant and shall agree to signing the TBRA Lease Addendum (**Exhibit 8 – TBRA Lease Addendum**).
- Except in extenuating cases where 100% of rent is paid by the TBRA Program, Owner shall acknowledge that monthly rent payments will be received from the Program Participant directly and from TBRA Program Contractor in two separate payments.
- Owner shall acknowledge willingness to sign a rental assistance contract with the TBRA Program Contractor to facilitate rent payments to be made directly from the TBRA Program Contractor.
- Owner shall acknowledge that the rental unit must meet Housing Quality Standards (HQS) as determined by a City of Corona Inspector.

HOME TBRA-assisted units must have a written lease with the TBRA Lease Addendum Agreement attached at signing. The TBRA Program Case Manager must ensure each lease does not include any prohibited lease provisions. This is accomplished through the required TBRA Lease Addendum, which counteracts

prohibited provisions and eliminates the need for in-depth legal review. The TBRA Lease Addendum also includes key HOME program requirements such as the VAWA lease addendum in accordance with 24 CFR 92.359(e).

The following lease provisions are **prohibited**:

- Agreement by the Program Participant to be sued or to admit guilt, or a judgment in favor of the Owner in a lawsuit brought in connection with the lease.
- Agreement by the Program Participant that the Owner may take, hold, or sell the personal property of the applicant without notice to the applicant and a court decision on the rights of the parties (this does not apply to personal property left by the applicant after move-out).
- Agreement by the Program Participant not to hold the Owner or its agents legally responsible for any action or failure to act, whether intentional or negligent.
- Agreement by the Program Participant that the Owner may institute a lawsuit without notice to the applicant.
- Agreement that the Owner may evict the Program Participant without a civil court proceeding where the applicant has the right to present a defense, or before a court decision on the rights of the applicant and the Owner.
- Agreement by the Program Participant to waive a trial by jury.
- Agreement by the Program Participant to waive the applicant's right to appeal or otherwise challenge a court decision.
- Agreement by the Program Participant to pay attorney fees or other legal costs, even if the applicant wins in court.

A copy of the lease and the addendum shall be kept in each participant's file.

RENTAL ASSISTANCE PAYMENTS AGREEMENT

The Rental Assistance Payments Agreement is a written agreement between the TBRA Program and the Owner of the dwelling unit occupied by a Program Participant. The agreement spells out the Owner's responsibilities under the program, as well as the TBRA Program Case Manager's obligations. Under the Rental Assistance Payments Agreement, the TBRA Program Case Manager agrees to make rental assistance payments to the Owner on behalf of the Program Participant approved by the TBRA Program Case Manager to occupy the unit.

When the TBRA Program Case Manager has determined that the unit meets program requirements and the tenancy is approvable, the TBRA Program Case Manager and Owner must execute the Rental Assistance Payments Agreement.

CHANGES IN HOUSEHOLD OCCUPANCY

FAMILY BREAKUP—DIVORCE OR DEATH

When a Program Participant's household breaks up, the rental assistance remains with the eligible Program Participant, i.e., the person receiving services from the Harrison Shelter, City Motel Shelter, or any of the homelessness prevention services requirements for the TBRA Program.

If the Program Participant dies, any remaining members of the household can continue to receive assistance for three full calendar months following the death of the eligible family member given that there is at least one adult family member remaining in the household. After that, the remaining household members will no longer be eligible to receive the TBRA Program assistance. To address extenuating

circumstances, the TBRA Case Manager can recommend exceptions to this rule so long as the maximum 24-month length of assistance period is not exceeded.

ABSENCE FROM THE UNIT

The Program Participant may be absent from their unit for up to 90 days for medical-related care or treatment and continue to receive rental assistance. This is with the understanding and agreement of the Program Participant that the tenant share of the rent is being paid according to the lease provisions and that no other person is allowed to stay in the unit (other than approved household members listed on the lease) without the approval of the Owner and TBRA Program Case Manager.

The Program Participant may be absent from their rental unit for up to 30 days during a 12-month period for vacation or to visit out-of-town relatives or friends. The TBRA Program rental unit is intended to be the primary residence and extended absences may put the Program Participant’s rental assistance in jeopardy. If the Program Participant head-of-household or co-head of household plan on being away from the rental unit for more than 14 consecutive days, they must notify the TBRA Program Case Manager.

The sole exception to this allowance is incarceration, which causes the TBRA Program rental assistance to terminate automatically. Such terminations are evaluated on a case-by-case basis. For example, very brief stays in jail for minor infractions might not be considered incarceration and might not result in immediate termination. Incarceration is defined as a jail sentence of more than 30 consecutive days. Program Participants are required to notify the TBRA Program Case Manager if they plan to be absent from their unit for longer than 30 days.

The participant must also abide by the terms of the lease related to absence from the unit.

GUESTS AND VISITORS TO THE UNIT

Program Participants are permitted and encouraged to have guests and visitors at their unit. Program Participants are responsible for their guests or visitors while they are on the property and at their unit. Any problems that guests or visitors cause while they are at the Program Participant’s unit or on the property will become the responsibility of the Program Participant.

Guests and visitors are permitted to stay overnight, but no more than 14 days in a 12-month period. If guest stays beyond this period, the participant will be in violation of the TBRA Program. Individuals can be added to the household, but the Program Participant’s TBRA Program Case Manager will have to review the situation and make a recommendation to TBRA Oversight Committee stating that adding this person to the Program Participant’s household will be beneficial to the Program Participant and the other members of the household. TBRA Oversight Committee will make the final decision on adding a person(s) to the household. The TBRA Program Case Manager will conduct a full screening which will include criminal background checks and income verification of any person the Program Participant wishes to add to the household. Occupancy requirements of the current unit will be taken into account, as to not cause an “over-crowding” situation. Owner authorization is also required prior to adding the new household member. (Form to be developed in collaboration with Contractor)

MOVING WITH CONTINUED ASSISTANCE

ALLOWABLE MOVES

HUD lists five regulatory conditions and the statutory condition under VAWA in which a Program Participant is allowed to move to a new unit with continued assistance. Permission to move is subject to the restrictions set forth below.

- The Program Participant has a right to terminate the lease on notice to the Owner (for the Owner's breach or otherwise) and has given a notice of termination to the Owner in accordance with the lease [24 CFR 982.314(b)(3)]. If the Program Participant terminates the lease on notice to the Owner, the Program Participant must give the TBRA Program Case Manager a copy of the notice at the same time [24 CFR 982.314(d)(1)].
- The lease for the Program Participant's unit has been terminated by mutual agreement of the Owner and the Program Participant [24 CFR 92.253]. If the Program Participant and the Owner mutually agree to terminate the lease for the Program Participant's unit, the Program Participant must give the TBRA Program Case Manager a copy of the termination agreement.
- The Owner has given the Program Participant a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the Owner to evict the Program Participant. The Program Participant must give the TBRA Program Case Manager a copy of any Owner eviction notice.
- The Program Participant or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the Program Participant or family member [24 CFR 982.314(b)(4)]. This condition applies even when the Program Participant has moved out of its unit in violation of the lease, with or without prior notification to the TBRA Program Case Manager, if the Program Participant or family member who is the victim reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.314(b)(4), 24 CFR 982.353(b)]. If a Program Participant requests permission to move with continued assistance based on a claim that the move is necessary to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, the TBRA Program Case Manager will request documentation in accordance with these guidelines. The TBRA Program Case Manager reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the Program Participant or family member will suffice. In such cases the TBRA Program Case Manager will document the waiver in the family's file.
- The TBRA Program Case Manager has terminated the assisted lease for the Program Participant's unit for the Owner's breach.
- The TBRA Program Case Manager determines that the Program Participant's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition. In such cases, the TBRA Program Case Manager must issue the Program Participant a new certificate, and the Program Participant and Case Manager must try to find an acceptable unit as soon as possible. If an acceptable unit is available for the Program Participant, the TBRA Program Case Manager must terminate the Rental Assistance Payments Agreement for the Program Participant's old unit in accordance with the Rental Assistance Payments Agreement terms and must notify both the Program Participant and the Owner of the termination. The Rental Assistance Payments Agreement terminates at the end of the calendar month that follows the calendar month in which the TBRA Program Case Manager gives notice to the Owner.

RESTRICTIONS ON MOVES

A Program Participant's right to move is generally contingent upon the Program Participant's compliance with program requirements. There are three conditions under which the TBRA Program Case Manager may deny a Program Participant permission to move:

- **Insufficient Funding:** The TBRA Program Case Manager will deny a Program Participant permission to move on grounds that the TBRA Program does not have sufficient funding for continued assistance. The TBRA Program Case Manager will inform the Program Participant of its policy

regarding moves denied due to insufficient funding in a letter to the Program Participant at the time the move is denied.

- **Grounds for Denial or Termination of Assistance:** The TBRA Program Case Manager may deny a Program Participant permission to move if it has grounds for denying or terminating the Program Participant's assistance. If the TBRA Program Case Manager has grounds for denying or terminating a Program Participant's assistance, the TBRA Program Case Manager will act on those grounds in accordance with the regulations and policies set forth in the TBRA Program Guidelines. In general, it will not deny a Program Participant permission to move for this reason; however, it retains the discretion to do so under special circumstances.
- The new housing unit does not meet HQS standards or is located outside of the program jurisdiction.

MOVING PROCESS

If a Program Participant wishes to move to a new unit, the Program Participant must notify the TBRA Program Case Manager and the Owner before moving out of the old unit or terminating the lease on notice to the Owner.

Reexamination of Family Income and Composition

For Program Participants approved to move to a new unit, the TBRA Program Case Manager will perform a new annual reexamination in accordance with the policies set forth in these guidelines.

For more information see **Exhibit 4: Reexaminations**.

Approval

For Program Participants approved to move to a new unit within the TBRA Program, the TBRA Program Case Manager will issue a new approval letter. The TBRA Program Case Manager will follow the guidelines on the lease term, extension, and expiration.

Rental Assistance Payments

When a Program Participant moves out of an assisted unit, the TBRA Program Case Manager may not make any rental assistance payment to the Owner for any month after the month the Program Participant moves out. The Owner may keep the rental assistance payment for the month when the Program Participant moves out of the unit.

If a Program Participant moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the Program Participant moves out of the first assisted unit. Overlap of the last rental assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit is not considered to constitute a duplicative housing subsidy.

TERMINATION OF ASSISTANCE

The TBRA Oversight Committee may terminate assistance or deny renewal of TBRA assistance to a Program Participant who violates program requirements or is found to have provided false information to the TBRA Program Contractor or the City of Corona. Upon termination, TBRA Program Contractor will provide form HUD-5380, Notice of Occupancy Rights under VAWA and form **HUD-5382, Certification of Domestic Violence, Sexual Assault, or Stalking and Alternative Documentation**. The TBRA Oversight Committee may resume assistance to a Program Participant whose assistance was previously terminated. Termination of benefits or resumption of benefits shall be documented in correspondence to the Program Participant as follows:

- (1) Written notice to the Program Participant containing a clear statement of the reasons for termination or denial to renew TBRA assistance;
- (2) A review of the decision, in which the Program Participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination or decision to deny renewal of TBRA assistance; and
- (3) Prompt written notice of the final decision to the Program Participant.

GROUNDINGS FOR TERMINATION OF ASSISTANCE

HUD requires the City of Corona to terminate assistance for certain actions and inactions of the Program Participant and when the Program Participant no longer requires assistance due to increases in Program Participant income. HUD permits the City to terminate assistance for certain other actions or inactions of the Program Participant. In addition, a Program Participant may decide to withdraw from the program and terminate their TBRA assistance at any time by notifying the City or the TBRA Program Case Manager.

FAMILY NO LONGER REQUIRES ASSISTANCE

As a Program Participant's income increases, the amount of the rental assistance payment decreases. If the amount of assistance provided by the TBRA Program is reduced to zero, the Program Participant's assistance terminates automatically 180 days after the last rental assistance payment.

If a Program Participant receiving zero assistance experiences a change in circumstances that would result in rental assistance payment resuming, the Program Participant must notify the TBRA Program Case Manager of the change and request an interim reexamination before the expiration of the 180-day period.

FAMILY CHOOSES TO TERMINATE ASSISTANCE

The Program Participant may request that the TBRA Program Case Manager terminate rental assistance payments on behalf of the family at any time. The request to terminate assistance should be made in writing and signed by the head of household and spouse, if applicable.

ANNUAL INCOME EXCEEDS LOW-INCOME LIMITS

If a Program Participant's income exceeds the low-income limit at reexamination, assistance must be terminated after the TBRA Program Case Manager gives reasonable notice to the tenant.

EVICTED

The TBRA Program Case Manager will terminate assistance whenever a Program Participant is evicted from a unit assisted under the TBRA Program for a serious or repeated violation of the lease. Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

TERMINATION OF TENANCY BY OWNER

Pursuant to HOME program regulations, Owners may evict applicants following applicable state and local laws. Generally, that means Owners may only evict applicants in the event of:

- Serious or repeated lease violations.
- Legal violations in connection with the unit or its premises.
- Criminal activity.
- Other causes specified by state or local law.

TERMINATION OF ASSISTANCE BY THE CITY

The Oversight Committee may terminate assistance or deny renewal of TBRA Program assistance to a Program Participant who violates TBRA Program requirements or is found to have provided false information to the City and its Contractor.

The Oversight Committee and its Contractor may also approve resuming assistance to a Program Participant whose assistance was previously terminated. Termination of benefits or resumption of benefits shall be documented in correspondence to the program participant as follows:

- Written notice to the Program Participant containing a clear statement of the reasons for termination or denial to renew TBRA assistance.
- A review of the decision, in which the Program Participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination or decision to deny renewal of Program assistance; and
- Prompt written notice of the final decision to the program participant.

APPEALS

In the event that the TBRA Oversight Committee denies an application or terminates previously approved assistance, the affected Program Participant may submit a written appeal to the TBRA Program Case Manager within ten (10) calendar days providing information as to why the decision of the TBRA Oversight Committee was incorrect. The TBRA Program Contractor shall submit the appeal to the City of Corona Community Services Department – Attn: Administrative Services Manager for review and presentation to the Director of Community Services. The Director of Community Services shall review the appeal and issue a final determination within ten (10) business days of receipt from Contractor.

REEXAMINATIONS

The TBRA Program Case Manager is required to reexamine each Program Participant's income and composition at least annually, and to adjust the Program Participant's level of assistance accordingly. Interim reexaminations are also needed in certain situations. This chapter discusses both annual and interim reexaminations, and the recalculation of Program Participant's share and subsidy that occurs as a result.

ANNUAL REEXAMINATIONS

The TBRA Program Case Manager must conduct a reexamination of Program Participant's income and composition and determine income eligibility at least annually. Income eligibility means not to exceed the low-income limits. This process includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the Program Participant's income and rent must be recalculated.

If a Program Participant's income goes above the low-income limit at reexamination, assistance must be terminated after the Contractor gives reasonable notice to the tenant.

INTERIM REEXAMINATIONS

Family circumstances may change between annual reexaminations. HUD and the TBRA Program Case Manager policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances the TBRA Program Case Manager must process interim reexaminations to reflect those changes. HUD regulations also permit the TBRA Program Case Manager to conduct interim reexaminations of income or family composition at any time. When an interim

reevaluation is conducted, only those factors that have changed are verified and adjusted.

In addition to specifying what information the Program Participant must report, HUD regulations permit the Program Participant to request an interim determination if other aspects of the Program Participant's income or composition changes. The TBRA Program Case Manager must complete the interim reevaluation within a reasonable time after the Program Participant's request.

For further information see **Exhibit 4: Reevaluations**.

TBRA OVERSIGHT COMMITTEE

The oversight of the TBRA Program sponsored by the City of Corona and undertaken by the TBRA Program Contractor, will be provided by the City of Corona's Homeless Solutions Manager and the City's contracted HOME Consultant. They will be responsible for approving applicants before commitments are made to Program Applicants and Owners. They may meet to review applications or work independently.

The TBRA Program Case Manager shall communicate with the TBRA Oversight Committee as frequently as necessary to ensure prompt decisions on each Program Application. As the TBRA program begins, the TBRA Program Contractor and the members of the TBRA Oversight Committee will establish the working and communication standards, including expectations for the prompt turnaround of Program Applications and rental agreements. Both of these have a timeliness factor and the TBRA Oversight Committee must be nimble and reactive in order to not place roadblocks in the way of the TBRA program staff and participants.

The TBRA Program Case Manager shall present the TBRA Oversight Committee with a memorandum summarizing the Program Application, applicant qualifications and a recommendation for approval or denial. The signed TBRA Oversight Committee Memorandum (**Exhibit 9 - TBRA Oversight Committee Memo**) shall be maintained in each TBRA Program Participant File.

If the TBRA Oversight Committee denies an application, the TBRA Program Case Manager shall prepare and send a letter to the applicant indicating the reason(s) for denial and shall include notification of the applicant's right to appeal the decision in accordance with the Appeals section of these Guidelines. Applicants who otherwise qualify for TBRA assistance cannot be denied TBRA assistance as a direct result of the fact that the applicant is or has been a victim of domestic violence, sexual assault, or stalking.

Along with the denial or approval letter, the TBRA Program Case Manager shall provide Violence Against Women Act (VAWA) form **HUD-5380, Notice of Occupancy Rights under VAWA** and form **HUD-5382, Certification of Domestic Violence, Sexual Assault, or Stalking and Alternative Documentation**.

ADMINISTRATIVE ACTION

In the event the TBRA Program Case Manager receives notice of a change in Program Participant rent or other action that does not impact the eligibility of the Program Participant or the unit or increase the amount of TBRA assistance, the TBRA Program Case Manager may request in writing approval of changes by the TBRA Oversight Committee.

PROGRAM MONITORING AND EVALUATION

The HOME Consultant shall monitor the program operation on an ongoing basis through participation in the TBRA Oversight Committee. At least once per Program Year, the City's HOME Consultant shall monitor a random sample of the Contractor's files. The monitoring review shall include programmatic and financial documentation including but not be limited to:

- TBRA Program Participant Files:
 - TBRA Oversight Committee Memo
 - Program Application
 - Supporting income documentation
 - Income and Rent Determination Form
 - TBRA Lease Addendum

- TBRA Program Contractor records:
 - Timecards
 - Payroll Registers
 - General Ledger
 - Chart of Accounts
 - Financial Audit
 - Compliance with local, state, and federal, fair housing laws and ordinances.
 - Complaints against Owner related to discrimination, and violations of Fair Housing regulation

Annual TBRA Program Contractor monitoring shall be conducted in accordance with HUD guidelines. The scope of monitoring shall include overall program operation and review of Program Participant files for compliance, as well as financial management.

EXHIBITS

EXHIBIT 1: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

FAMILY AND HOUSEHOLD [24 CFR 92.2, 24 CFR 5.403 and 24 CFR 5.404]

To be eligible for assistance, an applicant must qualify as a family. Family as defined by HUD includes, but is not limited to the following, regardless actual or perceived sexual orientation, gender identity, or marital status:

- (1) a single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or
- (2) a group of persons residing together. Such group includes, but is not limited to
 - (i) a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - (ii) an elderly family;
 - (iii) a near-elderly family;
 - (iv) a disabled family;
 - (v) a displaced family; and
 - (vi) the remaining member of a tenant family.

Gender Identity means actual or perceived gender characteristics. Sexual orientation means homosexuality, heterosexuality, or bisexuality.

HOUSEHOLD

Household means one or more persons occupying a housing unit.

REMAINING MEMBER OF A TENANT FAMILY

The HUD definition of family includes the remaining member of a tenant family, which is a member of an assisted family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides do not qualify as remaining members of a family.

HEAD OF HOUSEHOLD

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the TBRA Program. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

SPOUSE

A spouse means the legal marriage partner of the head of household.

DEPENDENT

A dependent is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, and live-in aides.

JOINT CUSTODY OF DEPENDENTS

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the TBRA Program Case Manager will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

FULL-TIME STUDENT

A full-time student (FTS) is a person who is attending school or vocational training on a fulltime basis. A person attending high school is considered a full-time student. The time commitment or subject load that is needed to be full-time is defined by the educational institution.

ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY

Elderly Persons

An elderly person is a person who is at least 62 years of age.

Near-Elderly Persons

A near-elderly person is a person who is 50-61 years of age.

Elderly Family

An elderly family is one in which the head, spouse, or sole member is an elderly person.

PERSONS WITH DISABILITIES AND DISABLED FAMILY

Persons with Disabilities

Under the TBRA Program, special rules apply to persons with disabilities and to any family whose head or spouse is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in **Exhibit 7: Detailed Definitions Related to Disabilities**. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

The TBRA Program Case manager must make all aspects of the TBRA Program accessible to persons with disabilities and consider reasonable accommodations requested based upon a person's disability.

Disabled Family

Disabled family means a family whose head, spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

Even though persons with drug or alcohol dependencies are considered persons with disabilities, this does not prevent the TBRA from denying assistance for reasons related to alcohol and drug abuse in accordance with the policies found in the section titled **Termination of Assistance**.

GUESTS

A guest is a person temporarily staying in the unit with the consent of a member of the household who has expressed or implied authority to so consent.

The Program Participant must receive prior written permission from the Owner to have any guest temporarily stay in the unit. A copy of the written permission will be provided to the TBRA Program Case Manager.

With the Owner's consent, a guest can remain in the assisted unit no longer than a total of 14 days in any 12-month period. Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above.

A Program Participant may request an exception in writing to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure is expected to last 30 consecutive days). An exception will not be made unless the Program Participant can identify and provide documentation of the residence to which the guest will return.

The Program Participant in tenancy that allows an unauthorized occupant to reside in their unit is not in compliance will be subject to termination of tenancy. Some examples of unauthorized occupants include:

- Use of the unit address as the guest's current residence for any purpose that is not explicitly temporary or has the Owner's consent shall be construed as permanent residence.
- Persons that have joined the household without undergoing screening;
- Persons that stay in the unit beyond an authorized period; and
- A person (often a relative) that came to the unit as an extended visitor because the resident needed support, for example, after a medical procedure but stayed on in the unit beyond the time. The burden of proof that the individual is a guest rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the TBRA Program Case Manager will terminate assistance since prior approval was not requested for the addition.

FOSTER CHILDREN AND FOSTER ADULTS

Foster children and foster adults that are living with an applicant or who have been approved by the TBRA Program Case Manager to live with a participant family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction.

A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of minimum HQS space/occupancy standards according to 24 CFR 982.401.

Children that are temporarily absent from the home as a result of placement in foster care are discussed in the next section.

ABSENT FAMILY MEMBERS

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order.

Definitions of Temporarily and Permanently Absent

Generally an individual who is or is expected to be absent from the assisted unit for less than 30 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 30 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent Students

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to TBRA Program Case Manager indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

Absent Head or Spouse

An employed head or spouse absent from the unit up to a maximum of 180 consecutive days due to employment will continue to be considered a family member.

A head or spouse who is absent from the unit because of a military deployment or active service will continue to be considered a family member.

Family Members Permanently Confined for Medical Reasons

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted.

The TBRA Program Case Manager will request verification of the family member's permanent absence from a responsible medical professional. If the responsible medical professional cannot provide a determination, the person will be considered temporarily absent. If the family certifies that the family member is confined on a permanent basis, they may present, and the TBRA Program Case Manager will consider, any additional documentation or evidence.

Return of Permanently Absent Family Members

The family must request the TBRA Program Case Manager approval for the return of any adult family members that the TBRA Program Case Manager previously determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed elsewhere in this section.

LIVE-IN AIDE

A live-in aide is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- is determined to be essential to the care and well-being of the persons,
- is not obligated for the support of the persons, and
- would not be living in the unit except to provide the necessary supportive services.

The TBRA Program Case Manager must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

The income of a live-in aide is not counted in the calculation of annual income for the family [24 CFR 5.609(b)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. Because live-in aides are not family members, a relative who serves as a live-in aide would not be considered a remaining member of a tenant family.

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request subject to TBRA Program Case Manager verification at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

The TBRA Program Case Manager will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 982.316(b)]:

- The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- The person commits drug-related criminal activity or violent criminal activity

The TBRA Program Case Manager will notify the family of its decision in writing within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request.

Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom will not be approved for a live-in aide under these circumstances.

EXHIBIT 2: INCOME AND SUBSIDY DETERMINATIONS

A family's income determines eligibility for assistance and is also used to calculate the family's payment and the TBRA Program's subsidy. The HOME program has income targeting requirements for the HOME program. Therefore, the TBRA Program Case Manager must determine each family is income eligible by determining the family's annual income [24 CFR 92.203(a)]. The TBRA Program Case Manager will use the Section 8 Housing Choice Voucher program annual income as defined at 24 CFR 5.609 in determining annual income to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations.

ANNUAL INCOME

The general regulatory definition of *annual income* shown below is from 24 CFR 5.609:

(a) Annual income means all amounts, monetary or not, which:

- 1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- 2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- 3) Which are not specifically excluded in paragraph [5.609(c)].

Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

HOUSEHOLD COMPOSITION AND INCOME

Income received by all family members must be counted unless specifically excluded by the regulations [24 CFR 92.203(d)(1)]. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(c)(5)].
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(c)(2)].
Head or spouse Other adult family members	All sources of income not specifically excluded by the regulations are included.
Children under 18 years of age	Employment income is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically excluded by the regulations, are included.

Full-time students 18 years of age or older (not head or spouse)	Employment income above \$480/year is excluded [24 CFR 5.609(c)(11)]. All other sources of income, except those specifically excluded by the regulations, are included.
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TEMPORARILY ABSENT FAMILY MEMBERS

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit.

Generally, an individual who is or is expected to be absent from the assisted unit for 30 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 30 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent Students

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the TBRA Program Case Manager indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family [24 CFR 5.403].

If a child has been placed in foster care, the TBRA Program Case Manager will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

Absent Head or Spouse

An employed head or spouse absent from the unit more than 30 consecutive days due to employment will continue to be considered a family member.

Family Members Permanently Confined for Medical Reasons

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted.

The TBRA Program Case Manager will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head or spouse qualifies as an elderly person or a person with disabilities.

Joint Custody of Dependents

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family more than 50 percent of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the TBRA Program Case Manager will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

CARETAKERS FOR A CHILD

The approval of a caretaker is at the Owner and the TBRA Program Case Manager's discretion and subject to the Owner and the TBRA Program Case Manager's screening criteria. If neither a parent nor a designated guardian remains in a household receiving TBRA assistance, the TBRA Program Case Manager will take the following actions:

1. If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
2. If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases TBRA Program Case Manager will extend the caretaker's status as an eligible visitor.
3. At any time that custody or guardianship legally has been awarded to a caretaker, the certificate will be transferred to the caretaker.
4. During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

ANTICIPATING ANNUAL INCOME

The TBRA Program Case Manager is required to count all income "anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date" [24 CFR 5.609(a)(2)]. Policies related to anticipating annual income are provided below.

Basis of Annual Income Projection

The TBRA Program Case Manager generally will use current circumstances to determine anticipated income for the coming 12-month period. The TBRA Program Case Manager to use other than current circumstances to anticipate income when:

- An imminent change in circumstances is expected.
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)].

- The TBRA Program Case Manager believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)]

The TBRA Program Case Manager must determine annual income by reviewing source documents for at least two months, evidencing annual income for the TBRA-assisted household [24 CFR 92.203 (2)]. The TBRA Program Case Manager will use current tenant-provided documents to project annual income. When the tenant provided documents are pay stubs, the TBRA Program Case Manager will make every effort to obtain current and consecutive pay stubs dated within the last two months.

If TBRA Program Case Manager determines additional information is needed, the TBRA Program Case Manager will obtain written and/or oral third-party verification in accordance with the verification requirements and policy in **Exhibit 3: Verifications**.

In this case, the TBRA Program Case Manager will review and analyze current data to anticipate annual income. In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit train will be left as to how the TBRA Program Case Manager annualized projected income.

When the TBRA Program Case Manager cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the TBRA Program Case Manager will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the TBRA Program Case Manager to show why the historic pattern does not represent the family's anticipated income.

Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the TBRA Program Case Manager to show why the historic pattern does not represent the family's anticipated income.

Income determinations for new TBRA recipients are good for a six-month period. If TBRA assistance is not provided before the six months has expired, the household's income eligibility must be reviewed again before assistance may be provided [24 CFR 92.203(2)].

Known Changes in Income

If the TBRA Program Case Manager verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

Example: An employer reports that a full-time employee who has been receiving \$6/hour will begin to receive \$6.25/hour in the eighth week after the effective date of the reexamination. In such a case The TBRA PROGRAM CASE MANAGER would calculate annual income as follows: ($\$6/\text{hour} \times 40 \text{ hours} \times 7 \text{ weeks}$) + ($\$6.25 \times 40 \text{ hours} \times 45 \text{ weeks}$).

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases the TBRA Program Case Manager will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs.

When tenant-provided third-party documents are used to anticipate annual income, they will be dated within the last 60 days of the reexamination interview date.

TYPES OF EARNED INCOME INCLUDED IN ANNUAL INCOME

Wages and Related Compensation

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income [24 CFR 5.609(b)(1)].

For persons who regularly receive bonuses or commissions, the TBRA Program Case Manager will verify and then average amounts received for the two years preceding admission or reexamination. If only a one-year history is available, the TBRA Program Case Manager will use the prior year amounts. In either case the family may provide, and the TBRA Program Case Manager will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the TBRA Program Case Manager will count only the amount estimated by the employer. The file will be documented appropriately.

Some Types of Military Pay

All regular pay, special pay and allowances of a member of the Armed Forces are counted [24 CFR 5.609(b)(8)] except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)].

TYPES OF EARNED INCOME NOT INCLUDED IN ANNUAL INCOME

Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]

This type of income (including gifts) is not included in annual income. Sporadic income includes temporary payments from the U.S. Census Bureau for employment lasting no longer than 180 days [Notice PIH 2009-19].

Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally, as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed.

Children's Earnings

Employment income earned by children (including foster children) under the age of 18 years is not included in annual income [24 CFR 5.609(c)(1)]. (See Eligibility chapter for a definition of foster children.)

Certain Earned Income of Full-Time Students

Earnings in excess of \$480 for each full-time student 18 years old or older (except for the head or spouse) are not counted [24 CFR 5.609(c)(11)]. To be considered "full-time," a student must be considered "full-time" by an educational institution with a degree or certificate program [HCV GB, p. 5-29].

Income of a Live-in Aide

Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(c)(5)]. (See Eligibility chapter for a full discussion of live-in aides.)

Income Earned under Certain Federal Programs

Income from some federal programs is specifically excluded from consideration as income [24 CFR 5.609(c)(17)], including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Awards under the federal work-study program (20 U.S.C. 1087)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

STATE AND LOCAL EMPLOYMENT TRAINING PROGRAMS

Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government). Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program [24 CFR 5.609(c)(8)(v)].

The TBRA Program Case Manager defines training program as “a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period to time. It is designed to lead to a higher level of proficiency, and it enhances the individual’s ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to:

- classroom training in a specific occupational skill,
- on-the-job training with wages subsidized by the program, or
- basic education” [expired Notice PIH 98-2, p. 3].

End of participation in a training program must be reported in accordance with the TBRA Program Case Manager’s interim reporting requirements.

HUD-FUNDED TRAINING PROGRAMS

Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

To qualify as a training program, the program must meet the definition of training program provided above for state and local employment training programs.

EARNED INCOME TAX CREDIT

Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee’s payroll check.

Earned Income Disallowance for Persons with Disabilities [24 CFR 92.203(d)(3), 24 CFR 5.617]

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. Eligibility criteria and limitations on the disallowance are summarized below.

Eligibility

This disallowance applies only to individuals in families already participating in the TBRA program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. Previously unemployed includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].
- New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "prior income."

The TBRA Program Case Manager defines prior income, or prequalifying income, as the family member's last certified income prior to qualifying for the EID.

The family member's prior, or prequalifying, income remains constant (as a baseline) throughout the period that he or she is participating in the EID.

Initial 12-Month Exclusion

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

Second 12-Month Exclusion and Phase-In

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

Lifetime Limitation

The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if there are breaks in assistance.

During the 48-month eligibility period, the TBRA Program Case Manager will schedule and conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

EXHIBIT 3: VERIFICATION

The TBRA Program Case Manager must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the written authorization from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The TBRA Program will not pass on the cost of verification to the family.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the City of Corona and the TBRA Program. [24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230]

GENERAL VERIFICATION REQUIREMENTS

Family Consent to Release of Information

The family must supply any information that the TBRA Program or HUD determines is necessary to the administration of the program and must consent to the TBRA Program verification of that information [24 CFR 982.551].

Consent Forms

It is required that all adult applicants and participants sign form **HUD-9886, Authorization for Release of Information**. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the TBRA Program may collect information from public and private sources and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

Penalties for Failing to Consent

If any family member who is required to sign a consent form fails to do so, the TBRA Program will deny admission to applicants and terminate assistance of participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with TBRA Program procedures. [24 CFR 5.232]

Each of the verification methods is discussed in subsequent sections below.

Requirements for Acceptable Documents

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 days of the date they are provided to TBRA Program. The documents must not be damaged, altered or in any way illegible.

Print-outs from Web pages are considered original documents (source documents). The TBRA Program Case manager must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

Any self-certifications must be made in a format acceptable to TBRA Program and must be signed in the presence of a notary public or a TBRA Program representative if a notary public is not available.

File Documentation

The TBRA Program Case Manager must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the TBRA Program Case Manager has followed all of the verification policies set forth in these guidelines. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

The TBRA Program Case Manager will document, in the family's file, the following:

- Reported family annual income
- Value of assets
- Expenses related to deductions from annual income
- Other factors influencing the adjusted income or income-based rent determination

When the TBRA Program Case Manager is unable to obtain third-party verification, the TBRA Program will document in the family's file the reason that third-party verification was not available [24 CFR 982.516(a)(2)].

UP-FRONT INCOME VERIFICATION (UIV)

Up-front income verification (UIV) refers to the TBRA Program use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to the TBRA Program Case Manager.

There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until the TBRA Program Case Manager has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the TBRA Program.

The Contractor and Oversight Committee will research the feasibility of using the following UIV verification process:

The TBRA Program will inform all applicants and participants of its use of the following UIV resources during the admission and reexamination process:

- The Work Number
- Verify today.com
- Verifydirect.com
- Past-Employ.com

THIRD-PARTY WRITTEN AND ORAL VERIFICATION

HUD defines two types of written third-party verification. The more preferable form, "written third-party verification," consists of an original document generated by a third-party source, which may be received directly from a third-party source or provided to the TBRA Program Case Manager by the family. If written third-party verification is not available, the TBRA Program must attempt to obtain a "written third-party verification form." This is a standardized form used to collect information from a third party.

Written Third-Party Verification

Written third-party verification documents must be original and authentic and may be supplied by the family or received from a third-party source. Examples of acceptable participant-provided documents include, but are not limited to: pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

The TBRA Program Case Manager is required to obtain, at minimum, two months of current and consecutive pay stubs for determining annual income from wages.

The TBRA Program Case Manager may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

Third-party documents provided by the family must be dated within 60 days of the TBRA Program Case Manager request date.

If the TBRA Program determines that third-party documents provided by the family are not acceptable, the TBRA Program will explain the reason to the family and request additional documentation.

As verification of earned income, the TBRA Program Case Manager will require the family to provide the two months of the most current, consecutive pay stubs.

Written Third-Party Verification Form

When upfront verification is not available and the family is unable to provide written third-party documents, the TBRA Program must request a written third-party verification form. HUD’s position is that this traditional third-party verification method presents administrative burdens and risks which may be reduced through the use of family-provided third-party documents.

The TBRA Program may mail, fax, or e-mail third-party written verification form requests directly to third-party sources.

PRIMARY DOCUMENTS

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

IMPUTED ASSETS

The TBRA Program will accept a self-certification from the family as verification of assets disposed of for less than fair market value.

SELF-CERTIFICATION

Self-certification, or “tenant declaration”, is used as a last resort when the TBRA Program Case Manager is unable to obtain third-party verification to verify that the family does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to the TBRA Program Case Manager and must be signed by the family member whose information or status is being verified.

VERIFYING FAMILY INFORMATION

Verification of Legal Identity

The TBRA PROGRAM will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers	Certificate of birth
Church issued baptismal certificate	Adoption papers
Current, valid driver's license or Department of Motor Vehicles identification card	Custody agreement
U.S. military discharge (DD 214)	Health and Human Services ID
Current U.S. passport	Certified school records
Current Employer identification card	

If a document submitted by a family is illegible for any reason or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided, and at the TBRA Program Case Manager’s discretion, a third party who knows the person may attest to the person’s identity. The certification must be provided in a format acceptable to the TBRA Program Case Manager and be signed in the presence of a notary public.

Legal identity will be verified for all applicants at the time of eligibility determination and in cases where the TBRA Program Case Manager has reason to doubt the identity of a person representing him or herself to be a participant.

Social Security Numbers

The family must provide documentation of a valid social security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. [24 CFR 5.216]

The TBRA Program Case Manager must accept the following documentation as acceptable evidence of the social security number:

- An original SSN card issued by the Social Security Administration (SSA)
- An original SSA-issued document, which contains the name and SSN of the individual

- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual, along with other identifying information of the individual
- Such other evidence of the SSN as HUD may prescribe in administrative instructions

The TBRA Program Case Manager may only reject documentation of an SSN provided by an applicant or participant if the document is not an original document or if the original document has been altered, mutilated, is illegible, or appears to be forged.

The TBRA Program Case Manager will explain to the applicant or participant the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the TBRA Program Case Manager within 90 days.

When a participant requests to add a new household member who is at least 6 years of age, or who is under the age of 6 and has an SSN, the participant must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. The TBRA Program Case Manager may not add the new household member until such documentation is provided.

When a participant requests to add a new household member who is under the age of 6 and has not been assigned an SSN, the participant must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household. A 90-day extension will be granted if the TBRA Program Case Manager determines that the participant's failure to comply was due to unforeseen circumstances and was outside of the participant's control. During the period the TBRA Program Case Manager is awaiting documentation of the SSN, the child will be counted as part of the assisted household.

The TBRA Program Case Manager will grant one additional 90-day extension if needed for reasons beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

Social security numbers must be verified only once during continuously-assisted occupancy.

The TBRA Program Case Manager will verify each disclosed SSN by:

- Obtaining documentation from applicants and participants that is acceptable as evidence of social security numbers
- Making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

Documentation of Age

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

If an official record of birth or evidence of social security retirement benefits cannot be provided, the TBRA Program Case Manager will require the family to submit other documents that support the reported

age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

FAMILY RELATIONSHIPS

Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the **Exhibit 1: Definitions of Family and Household Members**.

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

Marriage

Certification by the head of household is normally sufficient verification. If the TBRA Program Case Manager has reasonable doubts about a marital relationship, the TBRA Program Case Manager will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

Separation or Divorce

Certification by the head of household is normally sufficient verification. If the TBRA Program Case Manager has reasonable doubts about a separation or divorce, the TBRA Program Case Manager will require the family to provide documentation of the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

If no court document is available, documentation from a community-based agency will be accepted.

Absence of Adult Member

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

Foster Children and Foster Adults

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

VERIFICATION OF STUDENT STATUS

General Requirements

The TBRA Program requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family reports full-time student status for an adult other than the head or spouse.
- The family reports child care expenses to enable a family member to further his or her education.
- The family includes a student enrolled in an institution of higher education.

DOCUMENTATION OF DISABILITY

The TBRA Program Case Manager must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The TBRA Program Case Manager is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The TBRA Program Case Manager may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the Program Case Manager receives a verification document that provides such information, the TBRA Program Case Manager will not place this information in the tenant file. Under no circumstances will the TBRA Program Case Manager request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at <http://www.hhs.gov/ocr/privacy/>.

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities:

- Inquiry into an applicant's ability to meet the requirements of Ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

FAMILY MEMBERS RECEIVING SSA DISABILITY BENEFITS

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions.

If the family is unable to provide the document(s), the TBRA Program Case Manager will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter, they will be required to provide it to the TBRA Program Case Manager.

FAMILY MEMBERS NOT RECEIVING SSA DISABILITY BENEFITS

Receipt of veteran’s disability benefits, worker’s compensation, or other non-SSA benefits based on the individual’s claimed disability are not sufficient verification that the individual meets HUD’s definition of disability in 24 CFR 5.603.

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. [24 CFR 5.508]

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, or an eligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy [24 CFR 5.508(g)(5)].

U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors. The TBRA Program Case Manager may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless the TBRA Program Case Manager receives information indicating that an individual’s declaration may not be accurate.

Eligible Immigrants

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals. The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance.

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in the ‘documentation of age’ section of this plan. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, the TBRA Program Case Manager must verify immigration status with the United States Citizenship and Immigration Services (USCIS). The TBRA Program Case Manager will follow all USCIS protocols for verification of eligible immigration status.

ACCEPTABLE CITIZENSHIP DOCUMENTATION

U.S. Birth Certificate	U.S. Certificate of Naturalization
U.S. Certificate of Birth abroad issued by the U.S. State Department	American Indian Card
Certificate of Birth abroad issued Department of the State	Current DDI or SSDI Award Letter
United States Passport	Bureau of Indian Affairs or Tribal Affidavit of Birth
A Foreign Passport with a United States VISA	A Tribal Certificate of Indian Blood or Native American Census Record
I-97 Form with photographs	U.S. Citizen Identification Card
Permanent Resident Card	Identification Card for Use of Resident Citizen in the United States
Verification from USCIS	U.S. Department of Justice Certificate of Citizenship
Refugee Travel Document	Identification Card for use of Resident Citizen
Northern Mariana ID	Alien Registration Receipt Card

VERIFYING INCOME AND ASSETS

This section describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This section provides the TBRA Program policies that supplement the general verification procedures specified in this section.

EARNED INCOME***Tips***

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

Wages

For wages other than tips, the family must provide originals of the two months of most current, consecutive pay stubs.

Business and Self-Employment Income

Business Owners and self-employed persons will be required to provide:

- An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business Owner or self-employed person must certify to its accuracy.
- All schedules completed for filing federal and local taxes in the preceding year.
- If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

The TBRA Program Case Manager will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business Owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination the TBRA Program Case Manager may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, the TBRA Program Case Manager will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the TBRA Program Case Manager will require the family to provide documentation of income and expenses for this period and use that information to project income.

PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS***Social Security/SSI Benefits***

To verify the SS/SSI benefits of applicants, the TBRA Program Case Manager will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives Social Security benefits. If the family is unable to provide the document(s), the TBRA Program Case Manager will help the applicant request a benefit verification letter from SSA's Website at www.ssa.gov or ask the family to request it by calling SSA at 1-800-772-1213. Once the applicant has received the benefit verification letter, they will be required to provide it to the TBRA Program Case Manager.

Alimony or Child Support

The methods the TBRA Program Case Manager will use to verify alimony and child support payments differ depending on whether the family declares that it receives regular payments.

If the family declares that it receives regular payments, verification will be obtained in the following order of priority:

- Copies of the receipts and/or payment stubs for the 60 days prior to TBRA Program Case Manager request.
- Third-party verification form from the state or local child support enforcement agency
- Third-party verification form from the person paying the support Family's self-certification of amount received.

Retirement Accounts

The TBRA Program Case Manager will accept written third-party documents supplied by the family as evidence of the status of retirement accounts.

Type of original document that will be accepted depends upon the family member's retirement status:

- Before retirement, the TBRA Program Case Manager will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.
- Upon retirement, the TBRA Program Case Manager will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.
- After retirement, the TBRA Program Case Manager will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

Zero Annual Income Status

The TBRA Program Case Manager will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, and earnings are not being received by families claiming to have zero annual income.

Student Financial Assistance

Any financial assistance, in excess of amounts received for tuition, that a person attending an institution of higher education receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education must be considered income unless the student is over the age of 23 with dependent children or is residing with parents who are seeking or receiving assistance [24 CFR 5.609(b)(9) and FR 4/10/06].

For students over the age of 23 with dependent children or students residing with parents who are seeking or receiving assistance, the full amount of student financial assistance is excluded from annual income [24 CFR 5.609(c)(6)]. The full amount of student financial assistance is also excluded for students attending schools that do not qualify as institutions of higher education (as defined in Exhibit 3-2). Excluded amounts are verified only if, without verification, the TBRA PROGRAM would not be able to determine whether or to what extent the income is to be excluded.

For a student subject to having a portion of his/her student financial assistance included in annual income in accordance with 24 CFR 5.609(b)(9), the TBRA Program Case Manager will request written third-party verification of both the source and the amount. Family provided documents from the educational institution attended by the student will be requested, as well as documents generated by any other person or entity providing such assistance, as reported by the student.

In addition, the TBRA Program Case Manager will request written verification of the student's tuition amount.

VERIFYING MANDATORY DEDUCTIONS

Dependent and Elderly/Disabled Household Deductions

The dependent and elderly/disabled family deductions require only that the TBRA Program Case Manager verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deductions

The TBRA Program Case Manager will verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head or spouse of the family and is not a foster child
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full-time student

Elderly/Disabled Family Deductions

The TBRA Program Case Manager will verify that the head of household or spouse is 62 years of age or older or a person with disabilities.

Medical Expense Deductions

Medical expenses will be verified through:

- Written third-party documents provided by the family, such as pharmacy printouts or receipts.
- The TBRA Program Case Manager will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The TBRA Program Case Manager will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.
- Written third-party verification forms, if the family is unable to provide acceptable documentation.
- If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months

In addition, the TBRA Program Case Manager must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

ELIGIBLE HOUSEHOLD

The medical expense deduction is permitted only for households in which the head or spouse is at least 62 years of age, or is a person with disabilities. The TBRA Program Case Manager will verify that the family meets the definition of an elderly or disabled family provided in the eligibility chapter.

Qualified Expenses

To be eligible for the medical expenses' deduction, the costs must qualify as medical expenses. See Chapter 6 for the TBRA Program's policy on what counts as a medical expense.

Unreimbursed Expenses

To be eligible for the medical expenses' deduction, the costs must not be reimbursed by another source. The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source. If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

Expenses Incurred in Past Years

When anticipated costs are related to on-going payment of medical bills incurred in past years, the TBRA Program Case Manager will verify:

- The anticipated repayment schedules
- The amounts paid in the past
- Whether the amounts to be repaid have been deducted from the family's annual income in past years

DISABILITY ASSISTANCE EXPENSES

Attendant Care

The TBRA Program Case Manager will accept written third-party documents provided by the family. If family-provided documents are not available, the TBRA Program Case Manager will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

- Written third-party documents provided by the family, such as receipts or cancelled checks.
- Third-party verification form signed by the provider, if family-provided documents are not available.
- If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months

Auxiliary Apparatus

Expenses for auxiliary apparatus will be verified through:

- Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.
- Third-party verification form signed by the provider, if family-provided documents are not available.
- If third-party verification is not possible, written family certification of estimated apparatus costs for the upcoming 12 months

In addition, the TBRA Program Case Manager must verify that:

- The family member for whom the expense is incurred is a person with disabilities.
- The expense permits a family member, or members, to work

Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. The TBRA Program Case Manager will verify that the expense is incurred for a person with disabilities.

Family Member(s) Permitted to Work

The TBRA Program Case Manager must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

The TBRA Program Case Manager will request third-party verification from a rehabilitation agency or medical doctor indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work. This documentation may be provided by the family.

Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

CHILD CARE EXPENSES

The amount of the deduction will be verified following the standard verification procedures discussed in this chapter. In addition, the TBRA Program Case Manager must verify that:

- The child is eligible for care (12 or younger).
- The costs claimed are not reimbursed.
- The costs enable a family member to work, actively seek work, or further their education. The costs are for an allowable type of child care. ☐ The costs are reasonable.

Eligible Child

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. The TBRA Program Case Manager will verify that the child being cared for (including foster children) is under the age of 13.

Unreimbursed Expense

To be eligible for the child care deduction, the costs must not be reimbursed by another source.

The family (and the care provider) will be required to certify that the child care expenses are not paid or reimbursed to the family from any source.

PURSUING AN ELIGIBLE ACTIVITY

The TBRA Program Case Manager must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

Information to be Gathered

The TBRA Program Case Manager will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

Whenever possible the TBRA Program Case Manager will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the TBRA Program Case Manager will request family-provided verification from the agency of the member's job seeking efforts to date and require the family to submit to the TBRA Program Case Manager any reports provided to the other agency.

In the event third-party verification is not available, the TBRA Program Case Manager will provide the family with a form on which the family member must record job search efforts. The TBRA Program Case Manager will review this information at each subsequent reexamination for which this deduction is claimed.

Furthering Education

The TBRA Program Case Manager will request third-party documentation to verify that the person permitted to further his or her education by the childcare is enrolled and provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.

Gainful Employment

The TBRA Program Case Manager will seek third-party verification of the work schedule of the person who is permitted to work by the childcare. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified. The documentation may be provided by the family.

ALLOWABLE TYPE OF CHILD CARE

The TBRA Program Case Manager will verify that the type of child care selected by the family is allowable.

The TBRA Program Case Manager will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

The TBRA Program Case Manager will verify that the childcare provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses

Only reasonable childcare costs can be deducted.

The actual costs the family incurs will be compared with the TBRA Program Case Manager's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, the TBRA Program Case Manager will request additional documentation, as required, to support a determination that the higher cost is appropriate.

EXHIBIT 4: REEXAMINATIONS

The TBRA Program Case Manager is required to reexamine each Program Participant's income and composition at least annually, and to adjust the Program Participant's level of assistance accordingly. Interim reexaminations are also needed in certain situations. This chapter discusses both annual and interim reexaminations, and the recalculation of Program Participant's share and subsidy that occurs as a result.

ANNUAL REEXAMINATIONS

The TBRA Program Case Manager must conduct a reexamination of Program Participant's income and composition and determine income eligibility at least annually. Income eligibility means not to exceed the low-income limits. This process includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the Program Participant's income and rent must be recalculated.

If a Program Participant's income goes above the low-income limit at reexamination, assistance must be terminated after the PHA gives reasonable notice to the tenant.

Scheduling Annual Reexaminations

The TBRA Program Case Manager will begin the annual reexamination process 90-120 days in advance of its scheduled effective date. Generally, the TBRA Program Case Manager will schedule annual reexamination effective dates to coincide with the family's anniversary date.

Anniversary date is defined as 12 months from the effective date of the Program Participant's last annual reexamination or, during a Program Participant's first year in the program, from the effective date of the Program Participant's initial examination (admission).

If the Program Participant moves to a new unit, the TBRA Program Case Manager will perform a new annual reexamination. The TBRA Program Case Manager also may schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

Notification of and Participation in the Annual Reexamination Process

Program Participant are required to participate in an annual reexamination interview, which must be attended by the head of household or spouse. If participation in an in-person interview poses a hardship because of a Program Participant's disability, the Program Participant should contact the TBRA Program Case Manager to request a reasonable accommodation.

Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the Program Participant of the information and documentation that must be brought to the interview.

If the Program Participant's is unable to attend a scheduled interview, the Program Participant's should contact the TBRA Program Case Manager in advance of the interview to schedule a new appointment. If a Program Participant's does not attend the scheduled interview, the TBRA Program Case Manager will send a second notification with a new interview date and appointment time.

If a Program Participant fails to attend two scheduled interviews without TBRA Program Case Manager approval, or if the notice is returned by the post office with no forwarding address, a notice of termination

will be sent to the Program Participant's address of record, and to any alternate address provided in the Program Participant's file.

An advocate, interpreter, or other assistant may assist the Program Participant in the interview process. The Program Participant's and the TBRA Program Case Manager must execute a certification attesting to the role and assistance provided by any such third party.

Conducting Annual Reexaminations

As part of the annual reexamination process, Program Participants are required to provide updated information to the TBRA Program Case Manager regarding the Program Participant's income, expenses, and composition.

Program Participants will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a TBRA Program Case Manager designated reexamination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documents or forms related to the Program Participant's income, expenses, and family composition.

Any required documents or information that the Program Participant is unable to provide at the time of the interview must be provided within 10 business days of the interview. If the Program Participant is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the Program Participant does not provide the required documents or information within the required time period (plus any extensions), the Program Participant will be sent a notice of termination.

Program Participants who have extenuating circumstances or are elderly will be permitted to complete their reexamination by mail. A request for an exception must be submitted in writing and will be reviewed and approved by management on a case-by-case basis.

At the annual reexamination, the TBRA Program Case Manager will ask whether the Program Participant, or any member of the Program Participant's household, is subject to a lifetime sex offender registration requirement in any state. The TBRA Program Case Manager will use the City's Sex Offender database to verify the information provided by the Program Participant.

If the TBRA Program Case Manager proposes to terminate assistance based on lifetime sex offender registration information, the TBRA Program Case Manager must notify the Program Participant of the proposed action and must provide the subject of the record and the Program Participant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to termination.

The information provided by the Program Participant generally must be verified in accordance with the policies in **Exhibit 3: Verification**. Unless the Program Participant reports a change, or the TBRA Program Case Manager has reason to believe a change has occurred in information previously reported by the Program Participant, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

- Legal identity
- Age
- Social security numbers
- A person's disability status
- Citizenship or immigration status

If adding a new family member to the unit causes overcrowding according to Housing Quality Standards (HQS), TBRA Program Case Manager must conduct a reexamination, and the Program Participant, with assistance from the TBRA Program Case Manager or other navigational resources, must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the Program Participant, the TBRA Program Case Manager must terminate the current Rental Assistance Payments Agreement in accordance with its terms.

Criminal Background Screening

The TBRA Program Case Manager is authorized to perform criminal background checks during the annual recertification/reexamination to determine if a member of a Program Participant's household is subject to a lifetime registration requirement under any State sex offender registration program. Additionally, the TBRA Program Case Manager must ask whether the Program Participant, or any member of the Program Participant's household, is subject to a lifetime registered sex offender registration requirement in any state. The TBRA Program Case Manager may not pass along to the Program Participant the costs of a criminal records check.

Each household member age 18 and over will be required to execute a consent form for criminal background check as part of the annual update process

The TBRA Program Case Manager will perform criminal background checks for all adult household members using the following process:

Screen household members for open felony warrants and Penal Code Section 290 status. Screening will take place immediately following application intake. No household members with open felony warrants or individuals validated on the Megan's Law sex offender registry will be eligible for TBRA assistance. The Contractor will utilize the following weblinks to screen clients for 290 status and open felony warrants:

- <https://www.meganslaw.ca.gov>
- <http://public-access.riverside.courts.ca.gov/OpenAccess/>

If the recertification screening reveals that the Program Participant has falsified information or otherwise failed to disclose criminal history on his/her full application and/or recertification forms, the TBRA Program Case Manager will pursue termination of assistance.

Effective Dates

In general, an increase in the Program Participant's share of the rent that results from an annual reexamination will take effect on the Program Participant's anniversary date, and the Program Participant will be notified at least 30 days in advance. If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If a Program Participant moves to a new unit, the increase will take effect on the effective date of the new lease and Rental Assistance Payments Agreement, and no 30-day notice is required.

If the family causes a delay in processing the annual reexamination, increases in the Program Participant's share of the rent will be applied retroactively to the scheduled effective date of the annual reexamination. The Program Participant will be responsible for any overpaid subsidy.

In general, a decrease in the Program Participant's share of the rent that results from an annual reexamination will take effect on the Program Participant's anniversary date.

If a Program Participant moves to a new unit, the decrease will take effect on the effective date of the new lease and Rental Assistance Payments Agreement.

If the Program Participant causes a delay in processing the annual reexamination, decreases in the Program Participant share of the rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the Program Participant if the Program Participant fails to provide information requested by the TBRA Program Case Manager by the date specified, and this delay prevents the TBRA Program Case Manager from completing the reexamination as scheduled.

INTERIM REEXAMINATIONS

Family circumstances may change between annual reexaminations. HUD and the TBRA Program Case Manager policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances the TBRA Program Case Manager must process interim reexaminations to reflect those changes. HUD regulations also permit the TBRA Program Case Manager to conduct interim reexaminations of income or family composition at any time. When an interim reexamination is conducted, only those factors that have changed are verified and adjusted.

In addition to specifying what information the Program Participant must report, HUD regulations permit the Program Participant to request an interim determination if other aspects of the Program Participant's income or composition changes. The TBRA Program Case Manager must complete the interim reexamination within a reasonable time after the Program Participant's request.

Changes in Family and Household Composition

All families must notify the TBRA Program Case Manager of any change within 10 business days of its occurrence (e.g., If the resident or any member of the family became employed, the start date of employment would start the count of 10 business days). The changes must be submitted in writing by using our 'Change Report Form'. The copy of the form must be time and date stamped by the TBRA Program Case Manager to be considered valid. The copy of the form will be provided to the participant.

The TBRA Program Case Manager will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

New Family Members Not Requiring TBRA Program Case Manager Approval

The addition of minor children as a result of birth, adoption, or court-awarded custody by a current household member does not require TBRA Program Case Manager approval. However, the Program Participant is required to notify TBRA Program Case Manager of the household addition within 10 business

days of its occurrence and to provide documentation required by TBRA Program Case Manager, such as birth certificate and Social Security card or other requirement documentation.

New Family and Household Members Requiring Approval

With the exception of minor children who join the family as a result of birth, adoption, or court awarded custody, a Program Participant must request the TBRA Program Case Manager approval to add a new family member or other household member (live-in aide or foster child). [HCV Program, 24 CFR 982.551(h)(4)] When any new family member is added, the TBRA Program Case Manager must conduct a reexamination to determine any new income or deductions associated with the additional family member, and to make appropriate adjustments in the Program Participant share of the rent and the Rental Assistance Payments Agreement payment.

The TBRA Program Case Manager will not approve the addition of a foster child or foster adult if it will cause a violation of HQS space standards.

Other than the addition of a foster child or foster adult, if the approval of a new family member or live-in aide will cause overcrowding according to HQS standards, the approval letter will explain that the Program Participant will be required to move.

If a change in family size causes a violation of Housing Quality Standards (HQS) space standards, the TBRA Program Case Manager must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the Program Participant, the TBRA Program Case Manager must terminate the Program Participant's Rental Assistance Payments Agreement in accordance with its terms.

Program Participants must request the TBRA Program Case Manager approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for longer than a total of 14 days within a 12-month period, and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by TBRA Program Case Manager prior to the individual moving into the unit. The TBRA Program Case Manager must first be notified of any requests for additions to the household.

The Program Participant will not receive approval to add to the household what constitutes a separate family (two or more persons).

TBRA Program Case Manager will not approve the addition of new household members other than a significant other to the household, by birth, adoption, court-awarded custody, or marriage unless the Program Participant can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by the TBRA Program Case Manager. A request for an exception must be submitted in writing and will be reviewed and approved by management on a case-by-case basis.

A live-in aide and their family may be approved to be added to the household composition through the reasonable accommodation process. If a live-in aide is approved, only one bedroom will be granted for a live-in aide and their family. All members of the live-in aide's family must meet eligibility requirements. A live-in aide must be requested through the reasonable accommodation process if a disabled household.

TBRA Program Case Manager will approve the addition of a significant other or legal spouse, as long as the adult meets eligibility requirements.

TBRA Program Case Manager will approve the addition of a biological minor when a current household member has physical custody of the minor, the adoption or court-awarded custody of a minor, or a minor who has been placed temporarily in the household and a current household member has physical custody of the minor.

Other additions to the household will be reviewed on a case-by-case basis to take into consideration adult relatives returning to the household who need care provided by a household member; relatives who have never lived in the household, but now a household member is responsible for the care of the relative; or in situations where an adult biological or adopted child of a household member needs to live in the household for safety reasons or to attend school. All adult household additions must meet eligibility requirements, regardless of age or familial status.

The TBRA Program Case Manager will not approve the addition of a new family or household member unless the individual meets the TBRA Program Case Manager's eligibility criteria and documentation requirements.

If the TBRA Program Case Manager determines an individual meets the TBRA Program Case Manager's eligibility criteria and documentation requirements, the TBRA Program Case Manager will provide written approval to the family.

If the TBRA Program Case Manager determines that an individual does not meet the TBRA Program's eligibility criteria or documentation requirements, the TBRA Program Case Manager will notify the Program Participant in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

The TBRA Program Case Manager will make its determination within 10 business days of receiving all information required to verify the individual's eligibility.

Departure of a Family or Household Member

Program Participants must promptly notify the TBRA Program Case Manager if any family member no longer lives in the unit. Because family members are considered when determining the family unit (certificate) size, the TBRA Program Case Manager also needs to know when any live-in aide, foster child, or foster adult ceases to reside in the unit.

If a family member ceases to reside in the unit, the Program Participant must inform the TBRA Program Case Manager in writing within 10 business days of its occurrence and provide the new residential address of the family member who is being removed. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.

If a live-in aide, foster child, or foster adult cease to reside in the unit, the Program Participant must inform the TBRA Program Case Manager within 10 business days.

Changes Affecting Income or Expenses

Interim reexaminations can be scheduled either because the TBRA Program Case Manager has reason to believe that changes in income or expenses may have occurred, or because the Program Participant reports a change. When a Program Participant reports a change, the TBRA Program Case Manager may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

TBRA PROGRAM CASE MANAGER-INITIATED INTERIM REEXAMINATIONS

The TBRA Program Case Manager-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by the TBRA Program. They are not scheduled because of changes reported by the Program Participant.

The TBRA Program Case Manager will conduct interim reexaminations in each of the following instances:

For Program Participants receiving the Earned Income Disallowance (EID), the TBRA Program Case Manager will conduct an interim reexamination at the start and conclusion of the second 12-month exclusion period (50 percent phase-in period).

If the Program Participant has reported zero family income, the TBRA Program Case Manager will conduct an interim reexamination every month as long as the Program Participant continues to report that they have no income. The Program Participant will provide a notarized affirmation of zero income, complete a zero-income budgeting worksheet and questionnaire. A review of the checking and saving bank statements will be conducted to observe the cost expenditures and deposits.

If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g., seasonal or cyclic income), the TBRA Program Case Manager will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.

If at the time of the annual reexamination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the TBRA Program Case Manager will conduct an interim reexamination.

The TBRA Program Case Manager may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

FAMILY-INITIATED INTERIM REEXAMINATIONS

The TBRA Program Case Manager must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses.

REQUIRED REPORTING

Program Participants are required to report all increases in earned and unearned income, including new employment within 10 business days of its occurrence. The changes must be submitted in writing by using the 'Change Report Form'. The copy of the form must be time and date stamped by the TBRA Program Case Manager to be considered valid. The copy of the form will be provided to the Program Participant.

PROCESSING THE INTERIM REEXAMINATION

Method of Reporting

The Program Participant must notify the TBRA Program Case Manager of changes in writing. Generally, the family will not be required to attend an interview for an interim reexamination. However, if the TBRA Program Case Manager determines that an interview is warranted, the Program Participant may be required to attend.

Based on the type of change reported, the TBRA Program Case Manager will determine the documentation the Program Participant will be required to submit. The Program Participant must submit

any required information or documents within 10 business days of receiving a request from the TBRA Program Case Manager. This time frame may be extended for good cause with TBRA Program Case Manager approval. The TBRA Program Case Manager will accept required documentation by mail, by fax, or in person.

Effective Dates

If the Program Participant share of the rent is to increase:

- The increase generally will be effective on the first of the month following 30 days' notice to the Program Participant.
- If a Program Participant fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis. The Program Participant will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 15.

If the Program Participant share of the rent is to decrease:

- The decrease will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted; however, all required documentation must be received by the 20th calendar day of the month to allow adequate time for processing.

In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

RECALCULATING FAMILY SHARE AND SUBSIDY AMOUNT

After gathering and verifying required information for an annual or interim reexamination, the TBRA Program Case Manager must recalculate the Program Participant's share of the rent and the subsidy amount, and notify the family and Owner of the changes. While the basic policies that govern these calculations are provided in **Exhibit 2: Income and Subsidy Determinations**, this part lays out policies that affect these calculations during a reexamination.

Changes in Rent standards and Utility Allowances

In order to calculate the family share of the rent and rental assistance amount correctly, changes in rent standards, subsidy standards, or utility allowances may need to be updated and included in the TBRA Program Case Manager's calculations.

Rent Standards

The Program Participant's share of the rent and rental assistance calculations must use the correct rent standard for the family, taking into consideration the family unit size, the size of unit, and the area in which the unit is located.

When the TBRA Program Case Manager changes its rent standards or the family's situation changes, new rent standards are applied at the first annual reexamination following the effective date of the rent standard change.

If the Program Participant moves to a new unit, or a new Rental Assistance Payments Agreement is executed due to changes in the lease (even if the Program Participant remains in place) the current rent standard applicable to the Program Participant will be used when the new Rental Assistance Payments Agreement is processed.

Subsidy Standards

If there is a change in the family unit size that would apply to a family during the Rental Assistance Payments Agreement term, either due to a change in family composition, or a change in the TBRA Program's subsidy standards, the new family unit size must be used to determine the rent standard amount for the family at the Program Participant's first annual reexamination following the change in family unit size.

UTILITY ALLOWANCES

The Contractor will use the Housing Authority of the County of Riverside's Utility Allowance charts to determine appropriate utility allowances. These charts may be accessed by clicking the following link:

<https://harivco.org/Tenant/UtilityAllowanceChart/tabid/82/Default.aspx>

The Program Participant share of the rent and rental assistance calculations must reflect any changes in the Program Participant's utility arrangement with the Owner, or in the TBRA Program's utility allowance schedule. When there are changes in the utility arrangement with the Owner, the TBRA Program Case Manager must use the utility allowances in effect at the time the new lease and Rental Assistance Payments Agreement are executed.

At reexamination, the TBRA Program Case Manager must use the TBRA Program current utility allowance schedule.

NOTIFICATION OF NEW FAMILY SHARE AND RENTAL ASSISTANCE AMOUNT

The TBRA Program Case Manager must notify the Owner and Program Participant of any changes in the amount of the rental assistance payment. The notice will include the following information:

- The amount and effective date of the new Rental Assistance Payment Agreement payment
- The amount and effective date of the new Program Participant share of the rent
- The amount and effective date of the new tenant rent to Owner

The family must be given an opportunity for an informal hearing regarding the TBRA Program Case Manager's determination of their annual or adjusted income, and the use of such income to compute the rental assistance payment (see **Exhibit 2: Income and Subsidy Determinations**).

Discrepancies

During an annual or interim reexamination, the TBRA Program Case Manager may discover that information previously reported by the Program Participant was in error, or that the Program Participant intentionally misrepresented information. In addition, the TBRA Program Case Manager may discover errors made by the TBRA Program Case Manager. When errors resulting in the overpayment or underpayment of subsidy are discovered, corrections will be made in accordance with the policies in **Exhibit 4: Reexaminations**.

EXHIBIT 5: FAIR HOUSING & NONDISCRIMINATION REQUIREMENTS

Federal laws require the City of Corona to treat all applicants and participants equally, providing the same quality of services, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The City of Corona and the Contractor, on behalf of the City of Corona, will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012, and further clarified in Notice PIH 2014-20.
- Violence Against Women Reauthorization Act of 2013 (VAWA)

NONDISCRIMINATION

A reasonable accommodation is an adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to the TBRA Program. For example, reasonable accommodations may include making home visits or extending the certificate term in order for a participant to lease an accessible dwelling unit.

Federal regulations prohibit discrimination against certain protected classes. State and local requirements, as well as the City of Corona policies, can prohibit discrimination based on other factors.

The City of Corona shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called "protected classes")

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The City of Corona will not discriminate on the basis of marital status or sexual orientation. The City of Corona will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the TBRA Program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or participant toward or away from a particular area based any of these factors
- Deny anyone access to the same level of services

- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Providing Information to Program Participants and Owners

The City of Corona will take steps to ensure that Program Participants and Owners are fully aware of all applicable civil rights laws. As part of the briefing process, the City of Corona will provide information to TBRA Program applicants about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [24 CFR 982.301]. The Rental Assistance Payments Agreement informs Owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

Discrimination Complaints

If a Program Applicant or Program Participant believes that any family member has been discriminated against by the Contractor or an Owner, the family should advise the City of Corona Community Development Department, Attn: Administrative Services Manager. HUD requires the City of Corona make every reasonable attempt to determine whether the Program Applicant's or Program Participant's assertions have merit and take any warranted corrective action. In addition, the City of Corona is required to provide the Program Applicant or Program Participant with information about how to file a discrimination complaint [24 CFR 982.304]. Upon receipt of a housing discrimination complaint, City of Corona is required to:

- Provide written notice of the complaint to those alleged and inform the complainant that such notice was made.
- Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted.
- Keep records of all complaints, investigations, notices, and corrective action. [Notice PIH 2014-20]

Program Applicants or Program Participants who believe that they have been subject to unlawful discrimination may notify the City of Corona either orally or in writing. Notification shall be made to the Community Development Department, Attn: Administrative Services Manager. Within 10 business days of receiving the complaint, the City of Corona will provide a written notice to those alleged to have violated the rule. The City of Corona will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

The City of Corona will attempt to remedy discrimination complaints made against the City of Corona and will conduct an investigation into all allegations or discrimination.

Within 10 business days following the conclusion of the City of Corona's investigation, the City of Corona will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

The City of Corona will keep a record of all complaints, investigations, notices and corrective actions.

Policies Related to Persons with Disabilities

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

Contractor must ensure that persons with disabilities have full access to the TBRA Program. This responsibility begins with the first contact by an interested family and continues through every aspect of the program.

The Contractor shall ask all applicants and participants if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the City of Corona, by including the following language:

Any person who believes they need a reasonable accommodation to participate in any program should notify our office at least twenty-four hours prior to the date the accommodation will be required.

Definition of Reasonable Accommodation

A person with a disability may require certain types of accommodations in order to have equal access to the TBRA Program. The types of reasonable accommodations the Contractor can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service, subject to approval by the TBRA Oversight Committee.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden", or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

Types of Reasonable Accommodations

When needed, the Contractor will modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- Permitting applications and reexaminations to be completed by mail
- Providing "large-print" forms
- Conducting home visits
- Providing time extensions for locating a unit when necessary, because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with Contractor

Request for an Accommodation

If a Program Applicant or Program Participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the Contractor treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The Program Applicant or Program Participant must explain what type of accommodation is needed to provide the person with the disability full access to the TBRA Program.

If the need for the accommodation is not readily apparent or known to the City of Corona, the Program Applicant or Program Participant must explain the relationship between the requested accommodation and the disability. There must be an identifiable connection, or nexus, between the requested accommodation and the individual’s disability.

The Contractor will encourage the Program Applicant or Program Participant to make its request in writing using a reasonable accommodation request form. However, the Contractor will consider the accommodation any time the Program Applicant or Program Participant indicates that an accommodation is needed whether or not a formal written request is submitted.

Verification of Disability

The regulatory civil rights definition for persons with disabilities is provided in **Exhibit 6: Definition of a Person with a Disability Under Federal Civil Rights Laws**. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability.

Before providing an accommodation, the Contractor must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the Program Applicant’s or Program Participant’s access to the TBRA Program.

If a Program Applicant’s or Program Participant’s disability is obvious or otherwise known to the Contractor, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a Program Applicant or Program Participant indicates that an accommodation is required for a disability that is not obvious or otherwise known to the Contractor, the Contractor must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual’s disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]

- The Contractor must request only information that is necessary to evaluate the disability-related need for the accommodation. The Contractor will not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.
- In the event that the Contractor does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the Contractor will dispose of it. If the information needs to be disposed, the Contractor will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information [Notice PIH 2010-26].

Approval/Denial of a Requested Accommodation

[Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act, Notice PIH 2010-26].

The Contractor must approve a request for an accommodation if the following three conditions are met:

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the Contractor, or fundamentally alter the nature of the TBRA Program's operations (including the obligation to comply with HUD requirements and regulations).

Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the cost of the overall size of the program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, the Contractor may enter into discussion and negotiation with the Program Applicant or Program Participant, request more information from the Program Applicant or Program Participant, or may require the Program Applicant or Program Participant to sign a consent form so that the Contractor may verify the need for the requested accommodation.

After a request for an accommodation is presented, the Contractor will respond, in writing, within 10 business days.

If the Contractor denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the Contractor's operations), the Contractor will discuss with the Program Applicant or Program Participant whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the TBRA Program and without imposing an undue financial and administrative burden.

If the Contractor believes that the Program Applicant or Program Participant has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, Contractor will notify the Program Applicant or Program Participant, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the Program Applicant or Program Participant.

Program Accessibility for Persons with Hearing or Vision Impairments

HUD regulations require that persons with disabilities related to hearing and vision have reasonable access to programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, the Contractor shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available.

To meet the needs of persons with vision impairments, large-print and if possible, audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with the City of Corona staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third-party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

Physical Accessibility

The City of Corona must comply with a variety of regulations pertaining to physical accessibility, including the following:

- Notice PIH 2010-26
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

When approving the participation in the TBRA Program of a family that includes an individual with disabilities who needs an accessible unit, Contractor will provide a current list of available accessible units known to Contractor and will assist the Program Applicant or Program Participant in locating an available accessible unit, if necessary. In general, Owners must permit the family to make reasonable modifications to the unit. However, the Owner is not required to pay for the modification and may require that the unit be restored to its original state at the family's expense when the family moves.

Improving Access to Services for Persons with Limited English Proficiency (LEP)

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the TBRA Program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.

This part incorporates the Final Guidance to Federal Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007 in the *Federal Register*.

In accord with the City of Corona Limited English Proficiency Plan four-factor analysis, the languages requiring translation include: Spanish.

The Contractor will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of these Program Guidelines, LEP persons are TBRA applicants and participants, and parents and family members of applicants and participants.

Oral Interpretation

The Contractor will offer competent interpretation services free of charge, upon request, to the LEP person.

The Contractor will utilize a language line for telephone interpreter services. Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the Contractor. The interpreter may be a family member or friend.

The Contractor will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible and possible, according to its language assistance plan (LAP), the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents.

Written Translation

Translation is the replacement of a written text from one language into an equivalent written text in another language. According to the City of Corona LEP Plan, languages requiring translation include: Spanish.

EXHIBIT 6: DEFINITION OF A PERSON WITH A DISABILITY UNDER FEDERAL CIVIL RIGHTS LAWS

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase “physical or mental impairment” includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major live activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as The TBRA Program Case Manager) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the TBRA program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the TBRA Program, yet an accommodation is needed to provide equal opportunity.

EXHIBIT 7: DETAILED DEFINITIONS RELATED TO DISABILITIES

PERSON WITH DISABILITIES [24 CFR 5.403]

The term person with disabilities means a person who has any of the following types of conditions:

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads: Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
- In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [42 U.S.C. 15002(8)], which defines developmental disability in functional terms as follows:

(A) In General

The term “developmental disability” means a severe, chronic disability of an individual that:

- (i) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (ii) is manifested before the individual attains age 22;
- (iii) is likely to continue indefinitely;
- (iv) results in substantial functional limitations in 3 or more of the following areas of major life activity: (I) Self-care, (II) Receptive and expressive language, (III) Learning, (IV) Mobility, (V) Self-direction, (VI) Capacity for independent living, (VII) Economic self-sufficiency; and
- (v) reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

(B) Infants and Young Children

An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.

- Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

INDIVIDUAL WITH HANDICAPS [24 CFR 8.3]

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

As used in this definition, the phrase:

- (1) Physical or mental impairment includes:
 - (a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
 - (b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
- (2) *Major life activities* means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (3) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
- (4) Is regarded as having an impairment means:
 - (a) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
 - (b) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
- (5) Has none of the impairments defined in paragraph (1) of this section but is treated by a recipient as having such an impairment.

EXHIBIT 8: OWNERS

Owners play a major role in the TBRA Program by supplying decent, safe, and sanitary housing for Program Participants.

The term “Owner” refers to any person or entity with the legal right to lease or sublease a unit to a participant in the TBRA program. The term “Owner” includes a principal or other interested party, such as a designated agent of the Owner.

Owners have numerous responsibilities under the program, including screening and leasing to families, maintaining the dwelling unit, enforcing the lease, and complying with various contractual obligations.

OWNERS IN THE TBRA PROGRAM

Owner Recruitment

TBRA Program Case Manager is responsible for ensuring that low-income families have access to all types and ranges of affordable housing in the TBRA Program Case Manager’s jurisdiction. A critical element in fulfilling this responsibility is for TBRA Program Case Manager to ensure that a sufficient number of Owners, representing all types and ranges of affordable housing in the TBRA Program Case Manager’s jurisdiction, are willing to participate in the TBRA program.

To accomplish this objective, TBRA Program Case Manager’s may need to identify and recruit new Owners to participate in the program.

Owner Responsibilities

The basic Owner responsibilities in the TBRA program are outlined in the regulations as follows:

- Compliance with all of the Owner's obligations under the Rental Assistance Payments Agreement and the lease
- Performing all management and rental functions for the assisted unit, including selecting a Program Participant to lease the unit, and deciding if the Program Participant is suitable for tenancy of the unit
- Maintaining the unit in accordance with the inspection criteria, including performance of ordinary and extraordinary maintenance
- Complying with Equal Opportunity requirements
- Preparing and furnishing to the TBRA Program Case Manager information required under the Rental Assistance Payments Agreement
- Collecting the security deposit, the tenant rent, and any charges for unit damage by the Program Participant.
- Enforcing tenant obligations under the dwelling lease
- Paying for utilities and services that are not the responsibility of the Program Participant as specified in the lease
- Allow reasonable modifications to a dwelling unit occupied or to be occupied by a disabled person [24 CFR 100.203]
- Complying with the Violence against Women Reauthorization Act of 2013 (VAWA) when screening prospective tenants or terminating the tenancy of a family (see 24 CFR Part 5, Subpart L; 24 CFR 982.310(h)(4); and 24 CFR 982.452(b)(1)).

Owner Qualifications

The TBRA Program Case Manager does not formally approve an Owner to participate in the TBRA program. However, there are a number of criteria where the TBRA Program Case Manager may deny approval of an assisted tenancy based on past Owner behavior, conflict of interest, or other Owner-related issues. No Owner has a right to participate in the TBRA program.

Owners Barred from Participation

The TBRA Program Case Manager must not approve the assisted tenancy if the TBRA Program Case Manager has been informed that the Owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24. HUD may direct the TBRA Program Case Manager not to approve a tenancy request if a court or administrative agency has determined that the Owner violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.

Leasing to Relatives

The TBRA Program Case Manager will not approve a tenancy if the Owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the Program Participant’s family. The TBRA Program Case Manager may make an exception as a reasonable accommodation for a family member with a disability. The Owner is required to certify that no such relationship exists. This restriction applies at the time that the Program Participant receives assistance under the TBRA Program for occupancy of a particular unit. Current contracts on behalf of Owners and Program Participant that are related may continue, but any new leases or contracts for these Program Participants may not be approved.

Conflict of Interest

The TBRA Program Case Manager will not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- Any present or former member or officer of the TBRA Program
- Any employee of the TBRA Program, or any contractor, subcontractor or agent of the TBRA Program, who formulates policy or who influences decisions with respect to the programs
- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs
- Any member of the Congress of the United States
- HUD may waive the conflict of interest requirements, except for members of Congress, for good cause. The TBRA Program Case Manager must submit a waiver request to the appropriate HUD office for determination.

Where the TBRA Program Case Manager has requested a conflict-of-interest waiver, the TBRA Program Case Manager may not execute the Rental Assistance Payments Agreement until HUD has made a decision on the waiver request.

OWNER ACTIONS THAT MAY RESULT IN DISAPPROVAL OF A TENANCY REQUEST

The TBRA Program Case Manager will refuse to approve a request for tenancy if any of the following are true:

- The Owner has violated obligations under a Rental Assistance Payments Agreement under Section 8 of the 1937 Act (42 U.S.C. 1437 (f));
- The Owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

- The Owner has engaged in any drug-related criminal activity or any violent criminal activity;
- The Owner has a history or practice of non-compliance with the inspection criteria for units leased under the tenant-based programs, or with applicable housing standards for any other federal housing program;
- The Owner has a history or practice of failing to terminate tenancy of tenants of units assisted under any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - Threatens the right to peaceful enjoyment of the premises by other residents;
 - Threatens the health or safety of other residents, of employees of the TBRA Program Case Manager, or of Owner employees or other persons engaged in management of the housing;
 - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
 - Is drug-related criminal activity or violent criminal activity
- The Owner has a history or practice of renting units that fail to meet state or local housing codes;
- The Owner has not paid state or local real estate taxes, fines, or assessment

In considering whether to disapprove Owners for any of the discretionary reasons listed above, the TBRA Program Case Manager will consider any mitigating factors. Such factors may include, but are not limited to, the seriousness of the violation in relation to program requirements, the impact on the ability of families to lease units under the program, health and safety of participating families, among others.

LEGAL OWNERSHIP OF UNIT

The TBRA Program Case Manager will only enter into a contractual relationship with the legal Owner of a qualified unit. No tenancy will be approved without acceptable documentation of legal Ownership (e.g., deed of trust, proof of taxes for most recent year).

NON-DISCRIMINATION

The Owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability, in connection with any actions or responsibilities under the TBRA Program and the Rental Assistance Payments Agreement with the TBRA Program Case Manager.

The Owner must cooperate with the TBRA Program Case Manager and with HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with the TBRA Program and the Rental Assistance Payments Agreement with the TBRA Program Case Manager.

See **Exhibit 5: Fair Housing and Nondiscrimination Requirements** for a more thorough discussion of Fair Housing and Equal Opportunity requirements.

RENTAL ASSISTANCE PAYMENTS AGREEMENT

The Rental Assistance Payments Agreement represents a written agreement between the TBRA Program and the Owner of the dwelling unit occupied by a TBRA-assisted family. The agreement spells out the

Owner's responsibilities under the program, as well as the TBRA Program Case Manager's obligations. Under the Rental Assistance Payments Agreement, the TBRA Program Case Manager agrees to make rental assistance payments to the Owner on behalf of the Program Participant approved by the TBRA Program Case Manager to occupy the unit.

When the TBRA Program Case Manager has determined that the unit meets program requirements and the tenancy is approvable, the TBRA Program Case Manager and Owner must execute the Rental Assistance Payments Agreement.

Rental Assistance Payments Agreement

During the term of the Rental Assistance Payments Agreement, and subject to the provisions of the Rental Assistance Payments Agreement, the TBRA Program Case Manager must make monthly rental assistance payments to the Owner on behalf of the Program Participant, at the beginning of each month. The rental assistance payments will be processed on the 1st of every month except when there is a holiday or a weekend. The payment will then, in these cases, be processed the next business day. If a lease term begins after the first of the month, the rental assistance payment for the first month is prorated for a partial month.

The amount of the rental assistance payment is determined according to the policies described in **Exhibit 2: Income and Subsidy Determinations** and is subject to change during the term of the Rental Assistance Payments Agreement. The TBRA Program Case Manager must notify the Owner and the Program Participant in writing of any changes in the rental assistance payment.

Rental assistance payments can be made only during the lease term, and only while the Program Participant is residing in the unit.

The monthly rental assistance payment by the TBRA Program is credited toward the monthly rent to Owner under the Program Participant's lease. The total of the rent paid by the Program Participant, and the rental assistance payment is equal to the rent to Owner as specified in the lease.

The Program Participant is not responsible for payment of the rental assistance payment, and the TBRA Program Case Manager is not responsible for payment of the family share of rent.

The Program Participant's share of the rent cannot be more than the difference between the rent to Owner and the rental assistance payment. The Owner may not demand or accept any rent payment from the Program Participant in excess of this maximum. The Owner may not charge the Program Participant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

If the Owner receives any excess rental assistance from the TBRA Program Case Manager, the excess amount must be returned immediately. If the TBRA Program Case Manager determines that the Owner is not entitled to all or a portion of the rental assistance payment, the TBRA Program Case Manager may deduct the amount of overpayment from any amounts due to the Owner, including amounts due under any other contract.

Owner Certification of Compliance

Unless the Owner complies with all provisions of the Rental Assistance Payments Agreement, the Owner is not entitled to receive rental assistance payments under the Rental Assistance Payments Agreement.

By endorsing the monthly check from the TBRA Program Case Manager, the Owner certifies to compliance with the terms of the Rental Assistance Payments Agreement contract. This includes the following:

- Certification that the Owner is maintaining the unit and premises in accordance with inspection criteria;
- The contract unit is leased to the Program Participant's family and, to the best of the Owner's knowledge, the Program Participant resides in the unit as the family's only residence;
- The rent to Owner does not exceed rents charged by the Owner for comparable unassisted units on the premises;
- The Owner does not receive (other than rent to Owner) any additional payments or other consideration for rent of the contract unit during the Rental Assistance Payments Agreement term.

Late Rental Assistance Payments

The TBRA Program Case Manager is responsible for making rental assistance payments promptly when due to the Owner, in accordance with the terms of the Rental Assistance Payments Agreement. After the first two calendar months of the Rental Assistance Payments Agreement term, the Rental Assistance Payments Agreement provides for late penalties if the TBRA Program Case Manager fails to make the rental assistance payment on time.

Penalties for late rental assistance payments can only be imposed if:

- 1) the penalties are in accordance with generally accepted local rental market practices and law governing penalties for late payment by tenants;
- 2) it is the Owner's normal business practice to charge late payment penalties for both assisted and unassisted families; and
- 3) the Owner charges the assisted family for late payment of the family's share of the rent.

The TBRA Program Case Manager is not required to pay a late payment penalty if HUD determines that the payment is late for reasons beyond the TBRA Program Case Manager's control. In addition, late payment penalties are not required if the TBRA Program Case Manager intentionally delays or denies payment as a remedy to an Owner's breach of the Rental Assistance Payments Agreement.

Termination of Rental Assistance Payments

The TBRA Program Case Manager must continue making rental assistance payments to the Owner in accordance with the Rental Assistance Payments Agreement as long as the Program Participant continues to occupy the unit and the Rental Assistance Payments Agreement is not violated.

Rental assistance payments terminate when the Rental Assistance Payments Agreement terminates or when the tenancy is terminated in accordance with the terms of the lease.

If the Owner has initiated eviction proceedings against the Program Participant and the Program Participant continues to reside in the unit, the TBRA Program Case Manager must continue to make rental assistance payments to the Owner until the Owner has obtained a court judgment or other process allowing the Owner to evict the Program Participant.

The Owner must inform the TBRA Program Case Manager when the Owner has initiated eviction proceedings against the family and the family continues to reside in the unit.

The Owner must inform the TBRA Program Case Manager when the Owner has obtained a court judgment or other process allowing the Owner to evict the Program Participant, and provide the TBRA Program Case Manager with a copy of such judgment or determination.

After the Owner has obtained a court judgment or other process allowing the Owner to evict the Program Participant, the TBRA Program Case Manager will continue to make rental assistance payments to the Owner until the Program Participant actually moves from the unit or until the Program Participant is physically evicted from the unit, whichever is earlier. The Owner must inform the TBRA Program Case Manager of the date when the Program Participant actually moves from the unit or the Program Participant is physically evicted from the unit.

Breach of Rental Assistance Payments Agreement

Any of the following actions by the Owner constitutes a breach of the Rental Assistance Payments Agreement:

- If the Owner violates any obligations under the Rental Assistance Payments Agreement including failure to maintain the unit in accordance with inspection criteria
- If the Owner has violated any obligation under any other Rental Assistance Payments Agreement under
- TBRA
- If the Owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- For projects with mortgages insured by HUD or loans made by HUD, if the Owner has failed to comply with the regulation for the applicable program; or if the Owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan
- If the Owner has engaged in drug-related criminal activity
- If the Owner has committed any violent criminal activity

If the TBRA Program Case Manager determines that a breach of the Rental Assistance Payments Agreement has occurred, it may exercise any of its rights and remedies under the Rental Assistance Payments Agreement.

The TBRA Program Case Manager's rights and remedies against the Owner under the Rental Assistance Payments Agreement include recovery of any Rental Assistance Payments Agreement overpayment, suspension of rental assistance payments, abatement or reduction of the rental assistance payment, termination of the payment or termination of the Rental Assistance Payments Agreement . The TBRA Program Case Manager may also obtain additional relief by judicial order or action.

The TBRA Program Case Manager must notify the Owner of its determination and provide in writing the reasons for the determination. The notice may require the Owner to take corrective action by an established deadline. The TBRA Program Case Manager must provide the Owner with written notice of any reduction in rental assistance payments or the termination of the Rental Assistance Payments Agreement.

Before the TBRA Program Case Manager invokes a remedy against an Owner, the TBRA Program Case Manager will evaluate all information and documents available to determine if the contract has been breached.

If relevant, the TBRA Program Case Manager will conduct an audit of the Owner's records pertaining to the tenancy or unit.

If it is determined that the Owner has breached the contract, the TBRA Program Case Manager will consider all of the relevant factors including the seriousness of the breach, the effect on the Program Participant, the Owner's record of compliance and the number and seriousness of any prior Rental Assistance Payments Agreement violations.

Rental Assistance Payments Agreement Term and Terminations

The term of the Rental Assistance Payments Agreement runs concurrently with the term of the dwelling lease beginning on the first day of the initial term of the lease and terminating on the last day of the term of the lease, including any lease term extensions.

The Rental Assistance Payments Agreement and the rental assistance payments made under the Rental Assistance Payments Agreement terminate if:

- The Owner or the Program Participant terminates the lease
- The lease expires
- The TBRA Program Case Manager terminates the Rental Assistance Payments Agreement;
- The TBRA Program Case Manager terminates assistance for the Program Participant
- The Program Participant moves from the assisted unit. In this situation, the Owner is entitled to keep the rental assistance payment for the month when the Program Participant moves out of the unit
- 180 calendar days have elapsed since the TBRA Program Case Manager made the last rental assistance payment to the Owner
- The Program Participant is absent from the unit for longer than the maximum period permitted by the TBRA Program
- The TBRA Program Case Manager elects to terminate the Rental Assistance Payments Agreement
- Available program funding is not sufficient to support continued assistance for Program Participants in the program
- The unit does not meet HQS size requirements due to change in family composition
- The unit does not meet inspection criteria
- The Program Participant's family breaks up
- The Owner breaches the Rental Assistance Payments Agreement

If the TBRA Program Case Manager terminates the Rental Assistance Payments Agreement, the TBRA Program Case Manager will give the Owner and the Program Participant written notice. The notice must specify the reasons for the termination and the effective date of the termination. Once a Rental Assistance Payments Agreement is terminated, no further rental assistance payments may be made under that agreement.

In all cases, the Rental Assistance Payments Agreement terminates at the end of the calendar month that follows the calendar month in which the TBRA Program Case Manager gives written notice to the Owner. The Owner is not entitled to any rental assistance payment after this period, and must return to the TBRA Program Case Manager any rental assistance payment received after this period.

If the family moves from the assisted unit into a new unit, even if the new unit is in the same building or complex as the assisted unit, the Rental Assistance Payments Agreement for the assisted unit terminates. A new Rental Assistance Payments Agreement would be required.

When the Program Participant moves from an assisted unit into a new unit, the term of the Rental Assistance Payments Agreement for the new unit may begin in the same month in which the Program Participant moves out of its old unit. This is not considered a duplicative subsidy.

Change in Ownership / Assignment of the Rental Assistance Payments Agreement

The Rental Assistance Payments Agreement cannot be assigned to a new Owner without the prior written consent of the TBRA Program Case Manager.

An Owner under a Rental Assistance Payments Agreement must notify the TBRA Program Case Manager in writing prior to a change in the legal Ownership of the unit. The Owner must supply all information as requested by the TBRA Program Case Manager. The assignment will be approved only if the new Owner is qualified to become an Owner under the TBRA Program according to the policies in this chapter.

Prior to approval of assignment to a new Owner, the new Owner must agree to be bound by and comply with the Rental Assistance Payments Agreement. The agreement between the new Owner and the former Owner must be in writing and in a form that the TBRA Program Case Manager finds acceptable. The new Owner must provide the TBRA Program Case Manager with a copy of the executed agreement.

The TBRA Program Case Manager must receive a signed, written request from the existing Owner stating the name and address of the new Rental Assistance Payments Agreement payee and the effective date of the assignment in order to change the Rental Assistance Payments Agreement payee under an outstanding Rental Assistance Payments Agreement.

Within 10 business days of receiving the Owner's request, the TBRA Program Case Manager will inform the current Owner in writing whether the assignment may take place.

The new Owner must provide a written certification to the TBRA Program Case Manager that includes:

- A copy of the escrow statement or other document showing the transfer of title and recorded deed;
- A copy of the Owner's IRS Form W-9, Request for Taxpayer Identification Number and Certification, or the social security number of the new Owner;
- The effective date of the Rental Assistance Payments Agreement assignment;
- A written agreement to comply with the terms of the Rental Assistance Payments Agreement; and
- A certification that the new Owner is not a prohibited relative.

If the new Owner does not agree to an assignment of the Rental Assistance Payments Agreement, or fails to provide the necessary documents, the TBRA Program Case Manager will terminate the Rental Assistance Payments Agreement with the old Owner. If the new Owner wants to offer the Program Participant a new lease, and the Program Participant elects to stay with continued assistance, the TBRA Program Case Manager will process the leasing in accordance with the policies in these Program Guidelines.

EXHIBIT 9: CONFLICT OF INTEREST

In accordance with 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the City of Corona or Contractor who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

Upon the written request of the City of Corona, HUD may grant an exception to the Conflict of Interest provisions on a case-by-case basis when HUD determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the City's program or project. HUD will only consider an exception after the City has provided the following:

- (1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (2) An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exception is sought would not violate State or local law.

In determining whether to grant a requested exception after the City has satisfactorily met the requirements above, HUD will consider the cumulative effect of the following factors, where applicable:

- (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
- (2) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- (4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;
- (5) Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (6) Any other relevant considerations.

EXHIBIT 10: COMPLIANCE WITH APPLICABLE LAWS, RULES & REGULATIONS

The City and Contractor must act in accordance with the following applicable laws, rules, and regulations for HUD programs:

1. U.S. Department of Housing and Urban Development HOME Investment Partnerships Program Regulations at 24 CFR Part 92.
2. 24 CFR Part 1 and 6, Public Law 90-284, Fair Housing Act, the regulations issued following Title VI of the 1964 Civil Rights Act and Section 109 of the 1975 Housing and Community Development Act that prohibits discrimination in HUD programs based on sex, race, color, national origin, and religion and administer all programs and activities in a manner to affirmatively further the policies of the Fair Housing Act.
3. 24 CFR Part 107 and 108, the regulations issued following Executive Order 11063 and Executive Order 12892 which prohibits discrimination and promotes equal opportunity in housing.
4. 24 CFR Part 24, the regulations that prohibit use of debarred or suspended contractors on federally assisted projects and Drug Free Workplace requirements; issued according to Executive Order 12459.
5. Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, regarding eligibility restrictions for certain resident aliens.
6. 24 CFR Part 58, the regulations prescribing the Environmental Review procedure under the National Environmental Policy Act of 1969.
7. 24 CFR Part 7 and 41 CFR Part 60, regulations on equal employment opportunity without regard to race sex, color, religion, age, national origin, and disability in federally assisted construction contracts.
8. 2 CFR Part 200, Uniform Administrative Requirements.
9. 24 CFR Part 87 and Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), regulations for restrictions on lobbying and required certifications.
10. 36 CFR Part 800, the regulations outlining the procedures for the protection of historic and cultural properties.
11. Age Discrimination Act of 1975 (42 U.S.C. 6101), the regulations that prohibit discrimination on the basis of age.
12. Chapters 81 and 84, of the Health and Safety Code; Title VIII, subtitle D of the Cranston-Gonzalez National Affordable Act of 1990, and 24 CFR Part 50.
13. Clean Air Act (42 U.S.C. 7401) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), regulations and provision that requires compliance with all applicable standards, orders, or regulations issued following the rule.
14. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), the regulations on contracts for construction or repair awarded by Contractors shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
15. Executive Order 13170, regulations on increasing opportunities and access for Disadvantaged Businesses.
16. HUD requirements, all other required reports, circulars, and procedures when applicable.
17. National Affordable Housing Act (NAHA) PL 101-625.
18. National Flood Insurance Act of 1968, 24 CFR Part 55 under Executive Order 11988, the regulations for proposed projects and properties located in a floodplain.

19. 2 CFR 200, regulations that identify federal cost principals.
20. 2 CFR Part 200, regulations concerning annual audits.
21. Residential Lead Based Paint Hazard Reduction Act of 1992, the regulations implemented by 24 CFR Part 35, Subpart B imposes certain requirements on disclosure of lead base paint hazards.
22. Section 3 of the U.S. Housing and Urban Development Act of 1968 providing for economic opportunities for low and very low local residents in connection with assisted projects.
23. Section 504 of the Rehabilitation Act of 1973, 24 CFR Part 40 and 41, the regulations that sets forth policies and procedures for the enforcement of standards and requirements for accessibility for disabled persons. The Architectural Barriers Act of 1968 and the American with Disabilities Act provide additional laws on accessibility and civil rights to individuals with disabilities.
24. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, policies that provide for displacement, relocation assistance, and real property acquisition as defined by 42 U.S.C. 4601 (URA) (42 U.S.C. 4601), and implementing regulations issued by the Department of Transportation at 49 CFR part 24 and section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)).
25. Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
26. 2 CFR 92.504(a) and 2CFR 92.504(d)(3) Administrative Transparency and Accountability through risk-based monitoring for all HOME funded activities and projects, including on-site monitoring schedules and financial oversight protocols for rental properties.
27. Violence Against Women Act Protections. The program regulations set forth in 24 CFR Part 5, subpart L, apply to all HOME tenant-based rental assistance and rental housing assisted with HOME funds, as supplemented by section 24 CFR 92.359, and the requirements imposed therein.

EXHIBIT 11: CONTACT INFORMATION

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EXHIBIT "E"
SHELTER OPERATIONS PLAN

[SEE ATTACHED SIXTY-ONE (61) PAGES]

EXHIBIT E



Shelter Operations Plan

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SECTION I. PURPOSE & INTRODUCTION

The purpose of the Shelter Operations Plan (“SOP”) is to ensure that the City of Corona’s selected Operator uses a best practice model for operation of a low-barrier Emergency Shelter Program and Navigation Center.

Establishing a low-barrier Emergency Shelter Program and Navigation Center will meet critical needs of some of the most vulnerable homeless neighbors in the City of Corona, while also addressing a pressing social issue that is deeply impacting local businesses and residents within the City.

The Plan identifies emergency shelter and navigation services for homeless persons and best practices to maintain a safe and healthy environment for homeless clients and the community at large. The ultimate purpose of the program is to connect homeless persons to permanent housing opportunities and resources to maintain housing stability and self-sufficiency. Goals and guidelines of the Plan align with HUD’s Standards as well as the City of Corona Homeless Strategic Plan.

As part of the RFP process, Applicants may propose changes to the SOP. Depending upon the nature of the proposed changes and the results of the RFP selection process, the City may accept or reject some or all of any changes proposed by an applicant.

SECTION II. SHELTER ADMINISTRATION

A. Program Description

1. Population Served

Emergency Shelter Program and Navigation Center Services

In order to meet the goal of the City of Corona Homeless Strategic Plan to “*Develop a low-barrier emergency shelter and navigation center*” the proposed program will initially serve 30 single adult male clients and 5 single adult females while providing access to a wide range of programs and supportive services at an on-site Navigation Center. To ensure that the shelter will meet the needs of the community in serving chronic and vulnerable homeless people, clients will be admitted with minimal, “low-threshold” requirements so that chronic and vulnerable homeless individuals can easily enter and remain in shelter until they can be connected to permanent housing. The shelter will also offer 5 beds of post-hospital recuperative care, in partnership with Corona Regional Medical Center and Centro Medico Community Clinic and have contingency plans to shelter 5 single adult females in the event of severe weather, Corona Police Department needs and other extenuating circumstances. Both the recuperative care and single adult female shelter beds will be provided in the private rooms in the center of the shelter leaving the east and west dorms for single adult males.

Navigation Center

All guests of the Emergency Shelter Program will have access to supportive services provided through the Navigation Center. The Navigation Center will be comprised of public and private agencies providing multi-disciplinary services, including Centro Medico Community Clinic.

Initially, access to Navigation Center and Clinic services will be limited to authorized shelter guests, guests of the pilot transportation/meal service program, or permanently housed clients who are authorized to come to facility for supportive services. After successful program implementation, program analysis, and with written approval from the City of Corona, the Shelter Operator may be allowed to expand Navigation Center and Clinic services.

To manage the impact on the surrounding community, should the City of Corona approve expanded access to the Emergency Shelter/Navigation Center, the following policies will apply:

- ✓ City must approve any such change in writing
- ✓ Services will only be accessed by authorized agency referral and appointment only; no walk-ins or walk-outs will be allowed
- ✓ On-site partner agencies must be responsible for coordination of service appointments
- ✓ Depending upon the type of service, on-site partner agencies may be responsible for providing transportation options to and from the shelter for scheduled appointments
- ✓ Services will focus on homeless neighbors with ties to the City of Corona unless otherwise authorized by the City

2. Program Description

The Emergency Shelter/Navigation Center is designed to provide crisis stabilization shelter and multi-disciplinary services to move individuals out of homelessness and into permanent housing opportunities.

Access to safe shelter

The Emergency Shelter/Navigation Center will accommodate overnight sleeping for 30 single adult males per evening, 5 single adult females and 5 post hospital recuperative care beds. Access to the Emergency Shelter/Navigation Center is to be provided 24 hours a day, seven days a week, 365 days a year. In order to decrease the impact to the surrounding neighborhood, access to bed availability will be handled through a call center/bed reservation system. No walk-ins/walk-outs for the Emergency Shelter/Navigation Center or services will be permitted. The Shelter Operator will provide on-site staff to track daily bed inventory and communicate daily bed vacancies with authorized referral agencies and City staff.

Length of Stay

There is no set minimum and the maximum length of stay will be consistent with the Corona Municipal Code, Section 17.04.244 which states the length of stay in emergency shelter shall be limited to 180 consecutive nights.

Each client will have an Employment and Housing Navigator supporting their progress toward stabilization. The program is designed to provide this support until a housing option becomes available. However, at any time, a client may be exited from the shelter for safety or shelter violations as outlined in the "Exit and Readmission Policies". Consistent with national best practices and trends, the goal for length of stay should be 90 days or less. The Operator will maintain a report to account for clients with lengths of stay exceeding 90 days.

Sleeping Areas

Beds will consist of single and/or bunk beds. Each client will be assigned a bed and bedding for the length of their stay. Additional beds, cots or mats will be available on site to accommodate overflow issues, special needs populations, and recuperative care clients.

Space will be divided to allow for separate sleeping areas for both men and women. Flexible sleeping space will also be provided for transgendered populations, those dealing with illness, in recuperative care, or for other special needs populations.

Meals

Breakfast, lunch, dinner, and snacks will be provided for all clients in the central dining area. The Shelter Operator will include in their staffing plan, a qualified Cook and kitchen assistants to prepare on-site meals. The kitchen and dining hall may also serve as vocational training for clients of the program and may offer community volunteer opportunities. In addition, the shelter operator will be required to collaborate with faith agencies that used to serve meals in the parks. The day service meal program will be designed to move meal serving out of City parks and into the shelter facility.

Hygiene Facilities

Hygiene facilities will be provided on-site including toilets, showers, and laundry facilities. Clients will be encouraged to utilize these facilities as daily resources to them. Toiletries will be provided by the Shelter Operator to clients as needed.

Transportation

No walk-ins or unauthorized drop-offs will receive shelter or navigation center services. New clients and returning clients will receive direct transportation to and from the shelter daily. Dates and times for daily pick-ups are outlined in the "Transportation Policies. It is recommended that there be a minimum of two (2) designated locations that provide ample geographic range for those seeking shelter services in City of Corona as well as take into consideration community impact and safety considerations. Locations will be determined in collaboration with the Corona Police Department, the City's Community Services Department, and the City's Homeless Solutions Manager. Operator will only pick-up and drop-off clients at City's designated locations.

Security

The Shelter Operator will follow policies and procedures that promote safety for clients, staff, volunteers, and the community and will create an atmosphere that promotes community safety with a goal to resolve issues before they escalate. The security plan will include a multi-faceted approach involving screening for sex offenders and open felony warrants, security searches upon entrance, confiscation of harmful contraband, trained security personnel providing around-the-clock indoor and outdoor coverage, security alarms, cameras, and lighting. Other program elements that will support security efforts include no walk-ins, no walk-outs, no unauthorized drop-offs, and no loitering policies.

Storage

All clients will have access to personal storage space in the exterior lockers. Additionally, a refrigerated storage area will be available to clients with medication needs.

Employment and Housing Navigation Services

Upon entering the shelter, each client will be assigned to an Employment and Housing Navigator. The primary function of the Employment and Housing Navigator is to work side-by-side with the client to create a pathway to employment (or disability income, if applicable) and permanent housing opportunities, with the ultimate goal of ending their homelessness within a 90-day timeframe and up to a 180-day timeframe if there are challenges with the housing market. Additionally, the Employment and Housing Navigator is to provide resources and support to the client during their stay, including encouragement to access any and all services provided at the Navigation Center. The Employment and Housing Navigator will ensure that appropriate clients are entered into the County's Coordinated Entry System (CES), as the first line of housing engagement. Additionally, all clients will be entered into the County's Homeless Management Information System (HMIS).

Together, the Employment and Housing Navigator and the client will complete a Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting weekly, the Employment and Housing Navigator will document the client's progress towards actions outlined in the Housing Plan.

Daytime Program Activities

As a 24-hour Emergency Shelter/Navigation Center, the Shelter Operator will encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Daytime program activities include but are not limited to, the following:

- Full access to service providers through appointments made at the Navigation Center
- Life skills classes and workshops
- Job training and workforce development
- Medical, Behavioral Health and Dental/Oral Care Services provided by Centro Medico Community Clinic
- Indoor and outdoor recreational activities including exercise classes
- Time with pets, assistance animals and service animals
- Other miscellaneous supportive services
- Access to onsite computer lab and study area

3. Services Provided

The Emergency Shelter/Navigation Center should incorporate a combination of multi-disciplinary supportive services aimed at crisis stabilization and creation of pathways into permanent housing. The table on the next page will provided an overview of the vision for the services to be provided at the Navigation Center.

Service	Location	Provided by Shelter Operator or Service Partner(s)
1. Intake/Assessment/Case Management/Employment and Housing Navigation	Emergency Shelter/Navigation Center	Shelter Operator
2. Crisis Evaluation and Behavioral Health Services	Emergency Shelter/Navigation Center	Centro Medico Community Clinic & County Partners
3. Recreational Services	Emergency Shelter/Navigation Center	Shelter Operator
4. Domestic Violence Services	Emergency Shelter/Navigation Center	Domestic Violence Partner
5. Shelter Beds on Site	Emergency Shelter/Navigation Center	Shelter Operator
6. Medical Services including Post-Hospital Recuperative Care	Emergency Shelter/Navigation Center	Centro Medico Community Clinic FQHC Partner
7. Transportation Services and Assistance	Emergency Shelter/Navigation Center	Shelter Operator/ Transportation Vendor
8. Computers/Email	Emergency Shelter/Navigation Center	Shelter Operator
9. Security	Emergency Shelter/Navigation Center	Shelter Operator/Private Security Vendor
10. Meals/Food	Emergency Shelter/Navigation Center	Shelter Operator/Faith-Based and Community Partners
11. Parking	Emergency Shelter/Navigation Center	Shelter Operator
12. Homeless Prevention/Diversion Assessment and Referrals	Emergency Shelter/Navigation Center	Shelter Operator
13. Drug and Alcohol Supportive Services/Treatment (on/off site)	Emergency Shelter/Navigation Center	Centro Medico Community Clinic and County Partners
14. Crisis Evaluation – Referral Plan	Emergency Shelter/Navigation Center	Shelter Operator
15. Services for Veterans	Emergency Shelter/Navigation Center and Off-Site	Shelter Operator Partnership with County Veterans Service Office and VA
16. Commissary/Dining Hall	Emergency Shelter/Navigation Center	Shelter Operator
17. Life Skills Classes	Emergency Shelter/Navigation Center	Shelter Operator and Service Partners
18. Housing Assistance (PSH & TBRA)	Emergency Shelter/Navigation Center	City Resources, County & Nonprofit Partners
19. Laundry	Emergency Shelter/Navigation Center	Shelter Operator
20. Shelter Guest Storage	Emergency Shelter/Navigation Center	Shelter Operator
21. Pet, Service Animal and Assistance Animal Services	Emergency Shelter/Navigation Center	Shelter Operator/ Service Partners

4. Coordinated Entry System Integration

The Emergency Shelter/Navigation Center will serve as a designated “Entry Point” to Corona’s homeless system of services. The Shelter Operator will include in its staffing plan, designated staff to conduct Diversion screening and prevent those with other resources from entering the homeless shelter system. Additional staff will be trained to complete on-site VI-SPDAT (Vulnerability Index – Service Prioritization Decision Assistance Tool) assessments and referrals to the County’s Coordinated Entry System. Employment and Housing Navigators will also assist Emergency Shelter/Navigation Center clients to obtain the necessary IDs and vital documentation to move forward in their housing connection process.

5. Target Goals/Expected Outcomes

The target goals and expected outcomes for the Emergency Shelter/Navigation Center will adhere to guidelines and expectations set forth by the City of Corona Homeless Strategic Plan.

The Emergency Shelter/Navigation Center should not be regarded as a singular program rather a complete system of services to reduce the number of persons who experience homelessness in Corona and an increase in permanent housing placements for chronically and situationally homeless individuals.

Indicators for measuring effective system performance include the following key considerations:

Reduction in First Time Homeless

Are fewer people experiencing homelessness for the first-time? Are only persons who have no safe, appropriate housing option being admitted to shelter?

Overall Reduction in Number of Persons Who Experience Homelessness

Are overall rates of homelessness declining? Is street homelessness declining? Is chronic homelessness declining?

Reduction in the Length of Time Homeless

Do people stay homeless for shorter periods of time? Are the homeless quickly connected to permanent housing? This can also measure efficiency related to turnover of beds which is essential to meet system demand for the Emergency Shelter/Navigation Center.

Successful Resolution of Housing/Homeless Crisis

Do people resolve their housing/homeless crisis successfully by maintaining/obtaining permanent housing? Are people successfully connected to community-based supports?

Reduction in Recidivism (subsequent return to homelessness from permanent housing)

Are repeat occurrences of homelessness avoided or declining?

6. Program Layout

The following components should be considered in program layout for the Harrison Emergency Shelter and Navigation Center:

- **Shelter Sleeping Areas**
 - *East and West Dorms for Single Males*
 - *Recuperative Care Private Rooms in Center of Shelter*
 - *Single Females in Private Rooms in Center of Shelter to address severe weather, PD need or other extenuating circumstances*
- **Medical Wing on East Side of Building**
 - *Medical Services*
 - *Behavioral Health Services*
 - *Dental/Oral Care Services*
 - *Specimen Collection Restroom*
 - *Clinic Check-In Area*
 - *Staff Break Room (to be shared by Operator and Clinic staff)*
- **Dining/Commons/Overflow Area**
 - *Dining Room*
 - *Commons/Overflow*
- **Security Offices/Stations**
 - *Main Security Office or Workstations*
- **Site Administration and Operations Offices**
 - *Including Records/Files Room*
- **Intake and Entry Areas**
 - *General Intake & Concierge*
 - *Service Desk*
- **Success Center**
 - *Workforce Development*
 - *Life Skills Training*
 - *Other supportive services and training*
- **Restroom and Shower Areas**
 - *Client Restrooms/Showers*
 - *Staff Restrooms*
- **Laundry Facilities**
 - *Client (Personal) Laundry*
 - *Staff (Bedding/Linens) Laundry*
- **Kitchen**
 - *Walk-In Freezer*
 - *Walk-In Refrigerator*
 - *Commercial Refrigerators*
 - *Icemaker*
 - *Pantry*

- **Offices**
 - *Conference/Meeting Rooms*
 - *Supportive Services*

- **Other Indoor Areas Include:**
 - *Recreation Room:*
 - *Computer Lab/Study*
 - *Staff Break Room (in clinic wing of building)*

In addition, the conceptual site would *also* feature the following:

- **Outdoor Facilities/Areas**
 - *Client Storage Lockers*
 - *Bike Rack Area*
 - *Dog Run*
 - *Outdoor Commons*

B. Admission Criteria and Procedures

1. Client Rules and Guidelines

A prospective client must be able to perform all aspects of their care, follow all Harrison Emergency Shelter and Navigation Center rules and maintain appropriate behavior with consideration for all other clients of the shelter. All clients must review and sign a copy of a "Shelter Rules" document prior to entry. Intake staff will assist any and all clients who may have difficulty understanding or reviewing the rules.

The Shelter Operator must structure program rules to serve Corona's homeless neighbors who have documentable ties to the City of Corona. The Shelter Operator and authorized referral agencies will be required to verify documentable ties to the City of Corona using the following criteria:

- ✓ Driver's License or California ID
- ✓ City Library Internet Card or Library Book Card
- ✓ Bank Statements
- ✓ Car Registration
- ✓ HMIS record of prior services in City
- ✓ City Net prior outreach interactions will confirm documentable ties to City
- ✓ Corona PD prior calls for service, outreach, or enforcement will confirm documentable ties to City
- ✓ Children are enrolled in City schools
- ✓ They or a member of the household are employed in the City
- ✓ They or a member of the household graduated from a City high school
- ✓ Other documentation that demonstrates a last permanent address in City
 - Previous Utility Bill
 - Previous Rental Agreement
 - Other bills or documents with City Address
- ✓ Faith Based or Community Based Partner verification of prior services in City
- ✓ County Agency verification of prior services in City

Only the City of Corona Police Department or authorized City staff may allow the Shelter Operator to waive the ties to the City requirement. Justification for waivers include compliance with Martin v Boise and/or other requirements and priorities deemed appropriate by the City of Corona.

2. Identification Requirements

A form of official identification is required to verify identity; however, a client will not be denied access to shelter services without one so long as Corona PD can verify identity so Operator can screen for open felony warrants and sex offender status. Employment and Housing Navigators will assist clients in obtaining a California ID, providing each client with a no-cost ID voucher.

Additionally, all Emergency Shelter/Navigation Center clients will receive a shelter-specific identification card upon entering the shelter that will be used for readmission throughout the duration of their stay.

3. Screening Requirements

The Shelter Operator will be required to screen clients for open felony warrants and Penal Code Section 290 status. Screening will take place prior to arrival at the facility as part of the bed reservation system. No potential clients with open felony warrants or individuals validated on the Megan's Law sex offender registry will be allowed to access the shelter property. The Shelter Operator will utilize the following weblinks to screen clients for 290 status and open felony warrants:

<https://www.meganslaw.ca.gov>

<http://public-access.riverside.courts.ca.gov/OpenAccess/>

4. Bed Reservation System

To minimize neighborhood impact, all clients seeking access to the Emergency Shelter/Navigation Center must be referred through the City of Corona Police Department, City of Corona staff, City Net, and the Shelter Operator (hereinafter referred to as authorized referral agencies). To facilitate the referral process, the Shelter Operator will use a designated Intake and Bed Reservation Hotline (hereinafter referred to as "hotline"). The City of Corona may also add additional authorized referral agencies and partners.

A prospective client must be screened through the authorized referral agencies who will contact the hotline and conduct an initial phone intake process. Clients will be screened for diversion and/or homeless prevention services. If they have an alternate, habitable location where they may stay, they will be diverted from occupying a shelter bed until their resources have been exhausted.

Clients meeting eligibility requirements will be assigned a bed reservation number and given instructions on transportation shuttle options and designated arrival time.

5. *The Shelter Operator will be required to manage and update a designated system for capturing bed inventory, reservations, and vacancies*

New clients will be screened using the phone intake system and provided a reservation number, bus and/or shuttle pick up time and location.

Beds will be assigned based on availability and eligibility results. As instructed, authorized clients should arrive at the designated bus and/or shuttle pick up location or at the shelter through their own transportation. Those who do not arrive at the designated time without communicating previous arrangements will forfeit their bed for the night.

Security staff will be assigned to the bus and/or shuttle pick up location with a list of eligible clients, which have been prescreened for sex offender or open felony warrants. The bus will transport clients directly to the Emergency Shelter/Navigation Center site.

Clients will not be allowed to loiter in the neighborhood surrounding the Emergency Shelter/Navigation Center facility or the bus and/or shuttle pick up locations at any time. There will be strict enforcement of shelter client contract rules which could result in permanent exit from the facility if not followed. Drop-off/pick-up locations are an extension of the shelter and thus any violation such as loitering constitutes a violation of the shelter rules which will be strictly enforced. Operator/Security will conduct random daily checks of 1 mile radius to shelter and drop-off/pick-up locations to enforce shelter rules and avoid loitering and homeless congregations.

Upon arrival, clients will go through a security screening process and work with an Intake and Admissions Coordinator to be informed of rules and regulations of the Emergency Shelter/Navigation Center, complete necessary intake paperwork and obtain a shelter ID card.

6. *Day Leave and Returning Clients*

A morning shuttle will be available to clients who have a desire to leave the facility during the day for employment or personal appointments.

Clients who leave the program during the day may return via the transportation shuttle to ensure that their beds remain claimed.

Clients arriving later due to special circumstances such as employment or discharge from the hospital, must communicate with their Employment and Housing Navigator their anticipated arrival time. No client will be allowed into the shelter after 10:00 PM except for valid reasons requested by Corona PD, Corona City staff, approvals by Employment and Housing Navigators, and/or the shelter bed reservation staff. Failure to comply with protocols could result in client forfeiture of their bed reservation.

Clients who are unable to meet the evening shuttle must arrange alternate transportation to the shelter site, no later pickups will be provided. Alternate transportation must be authorized by the shelter operator.

7. Hours of Operation

The Emergency Shelter/Navigation Center will be open 24 hours per day, 7 days per week, 365 days per year. These hours of operation will be in effect seven days per week, every week regardless of holidays or weather. The following is a **sample schedule**. Operator will submit a final/proposed schedule to the City of Corona for approval.

5:00 AM	Early Wake Up Call
5:00 AM-8:00 AM	Breakfast served
6:00AM	First bus/shuttle for morning drop-offs
7:00 AM	Second Wake Up Call
8:00AM-8:00PM	Navigation Center open
8:00 AM-10:00 PM	Commons Area open
8:00 AM-6:00 PM	Recreation Room/Recreation Areas open
8:00 AM- 10:00 PM	Pet Kennel and Dog Park/Run open
9:00 AM	Sleeping Area closed (until 6:00 PM)
10:00 AM	Second (final) bus/shuttle for morning drop-offs and day-service meal pick-ups
10:00 AM – 5:00 PM	Centro Medico Community Clinic Services
10:00 AM- 4:00 PM	Computer/Technology Lab open (by appt only)
11:00 AM-1:00 PM	Lunch served
3:00 PM-4:00 PM	Snack served
4:00PM	First bus/shuttle for evening pick- ups and day-service meal drop-offs
6:00 PM	Sleeping Area open
6:00 PM-9:00 PM	Dinner served
7:00 PM	Second bus/shuttle for evening pick- ups and day-service meal drop-offs
10:00 PM	Lights Out in Sleeping Areas

C. Overflow Management

1. Coordinated Service Delivery Plan

It is anticipated that in the early stages of operation, need and demand will outweigh the capacity of the 40 bed Round Emergency Shelter Program. Therefore, it is imperative that a Coordinated Service Delivery Plan be implemented that includes coordination of the following diversion and redirection strategies:

Homeless Diversion

The Shelter Operator will include homeless diversion screening at intake to ensure that those with alternative resources will not be accessing the homeless system. The Shelter Operator will either provide themselves or partner with an agency that can offer successful diversion assistance.

Coordination with Transitional and Bridge Housing providers

The Shelter Operator will work with service providers with Transitional and/or Bridge Housing vacancies. This form of housing will be utilized by returning clients who have been matched with a housing opportunity and will soon move into permanent housing. This strategy will increase the Emergency Shelter/Navigation Center bed turnover rate as clients are successfully matched to alternate housing opportunities.

2. Overflow Policies

The Bed Reservation System is designed to prevent and minimize overflow and capacity issues for the shelter. A daily bed utilization count will ensure that the 40-bed capacity will be fulfilled each evening, as need for beds persist.

In the event of a community-wide natural disaster or in extreme weather situations deemed so by state, county, or city authority, the shelter will maintain a “no walk-up” policy. However, the following option could be utilized by the Operator:

- Utilize alternative locations (churches) for additional beds that may accommodate homeless without a bed reservation during inclement weather or disaster. Option has budget implications/funding considerations
- Work with City to develop shelter bed expansion strategies in compliance with occupancy standards and Fire Codes

D. Exit and Re-Admission

1. Exit and Readmission Policies

Clients will be considered to have exited the program when they voluntarily leave or are exited from the shelter for safety or continual shelter violations or find alternate housing.

When a client exits of their own volition or is exited for shelter violations, the client may contact the admission hotline to screen for readmission eligibility after the time designated by staff (on average after 30 days).

Length of exit for safety violations will depend on the severity of the infraction.

The Shelter Operator should be balanced in their approach to program exits and readmission policies as it pertains to rules violations and infractions. Such policies should include considerations to maintain a safe and effective facility, safety for clients, volunteers, staff, and the surrounding neighborhood as well as demonstrate compassion toward homeless individuals who face increasingly vulnerable situations if forced to exit from a shelter situation to places not suitable for human habitation.

It is recommended that Infractions be subdivided in a Multi-Tiered System based on the perceived impact of the infraction. Consequences for each tier level should be fitting and just for the level of the infraction and its perceived impact on the wellbeing of stakeholders.

As an example, a Tier 1 level may include “Basic Program Guideline Infractions” such as smoking in the bathrooms, not leaving sleeping area on time in the morning, cutting in line, etc. Tier 2 may include “Moderate Infractions” such as possessing marijuana or alcohol on site, client fighting (minor scuffles), disrespect toward volunteers, etc.

For disobedience of rules in Tier 1 or Tier 2 there will be increasing enforcement actions including verbal warnings and write-ups. After a compounded number of infractions in these tier levels, a client may be asked to leave, and staff will determine and give them the designated time line for which they can be readmitted.

Infractions at the Tier 3 level would be “Major Infractions” that include illegal drug use or possession, violent attacks/fights, possession of weapons, etc. The Shelter Operator will maintain a zero-tolerance policy towards violence, sexual misconduct, other criminal activity, and drugs and medications used or possessed beyond the scope permitted in the “Health Polices”. These behaviors, when substantiated, are punishable by immediate expulsion upon first offense and a *minimum of 30 days* expulsion prior to readmission.

Clients who use the facility, programs, and services in violation of a specific rule will be obliged to adhere to those consequences. The consequences may also be subject to intervention by law enforcement, and if necessary, prosecution up to the limit of the law.

2. Exit Procedures

When a client is asked to exit due to disobedience of rules, violence, or criminal activity, security will escort the person off the property and those exited will be transported to a self-directed location out of the surrounding area.

E. Employment and Housing Navigator Services Policy

Upon entering the shelter, each client will be assigned to an Employment and Housing Navigator. The primary function of the Employment and Housing Navigator is to work side-by-side with the client to create a pathway toward permanent housing opportunities, with the ultimate goal of ending their homelessness within a 30-day timeframe. Additionally, the Employment and Housing Navigator is to provide resources and support to the client during their stay, including encouragement to access any and all services provided at the Navigation Center.

The Employment and Housing Navigator will ensure that all clients have a complete assessment and are entered into the Coordinated Entry system, as the first line of housing engagement. Employment and Housing Navigators will assist Emergency Shelter/Navigation Center clients obtain the necessary documentation to move forward in their housing connection process, once matched to permanent housing opportunities by the Coordinated Entry Module. Shelter Operator will also use City's HOME funding for Tenant-Based Rental Assistance and the 5th Street Permanent Supportive Housing units to increase housing placements for homeless with documentable ties to Corona.

Together the Employment and Housing Navigator and the client will complete a Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting weekly, the Employment and Housing Navigator will document the client's progress towards actions outlined in the Housing Plan. Additionally, Employment and Housing Navigators will work with clients to provide referrals to services in the Navigation Center or any community referrals, as necessary.

1. Documentation of Employment and Housing Navigation Services and Data Security Policies

Employment and Housing Navigators will keep case notes in both hard copy paper files and in the HMIS database to track every client's progress and participation in the Emergency Shelter/Navigation Center. These files are also used to track the resources and referrals given, support rendered, and any infractions the client may accrue. Outcomes are recorded at exit and throughout participation in the program. Paper files will be stored in a secure, locked location only accessible by necessary staff.

The Shelter Operator will use HMIS as its primary database and ensure that every client completes and signs a Riverside County HMIS Client Consent Form upon entry into the program. Intake Specialists and Housing and Employment Navigators will ensure collection of all HUD Data standards as required by the HMIS system and well as the City of Corona Homeless Strategic Plan Performance Measures.

The Shelter Operator will have a policy restricting computer access records and client information to authorized staff. All database and HMIS access will require passwords by authorized users.

Disclosure of client information to other social service agencies may be permitted only with the client's written consent. City Net and City of Corona Homeless Solutions staff should be listed on release of information forms to facilitate case conferencing and support of client Housing Plans. Disclosure of records relating to clients may be released without client consent in certain circumstances as required by law.

F. Daytime Program Policies

Clients that are participating in the Emergency Shelter/Navigation Center may, but are not required to, leave the facility during the day. The Shelter Operator will make every good-faith effort to encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Access to bed areas will be limited throughout the day to encourage clients to become active participants of the Emergency Shelter/Navigation Center.

Two morning shuttle times will be available to clients who desire to leave the facility for work or personal appointments, one at ____AM and one at ____AM.

If not utilizing the morning transportation services, clients are encouraged to stay at the facility. Clients will have access to daytime services through the Navigation Center's partner organizations and will be able to meet with their assigned Employment and Housing Navigator on a weekly basis or as may be needed. They will also have access to activities provided by shelter staff and volunteer organizations. Clients are welcome to use the facility's recreational areas, lounge, computer lab, and designated outdoor spaces.

G. Navigation Center Program Policies

1. Navigation Center Clients

Access to the Navigation Center will be limited to clients and/or graduates (who stayed at shelter, remained in compliance, and graduated to other shelter/housing). However, if so agreed upon, in writing, by Shelter Operator and City of Corona, access to the Navigation Center may be broadened to include other homeless populations. Clients who are only accessing services through the partner organizations will only be permitted on facility grounds with a set

appointment. This includes Corona homeless clients being served by Centro Medico Community Clinic. Navigation Center clients will not be permitted to loiter on the grounds, nor will they be permitted to access shelter areas including the lounge, bed areas, dining halls or recreational areas. With the exception of the day shuttle/meal service program funded by the City of Corona, transportation to and from the Navigation Center for these clients must be provided and coordinated by the service partner organizations.

As with Emergency Shelter/Navigation Center clients, Navigation Center clients are expected to follow all Navigation Center rules and maintain appropriate behavior with consideration for all other clients of the shelter. Rules of the Navigation Center will prominently be displayed in lobby waiting areas. Those in violation of these rules will be exited from the site, suspended, or terminated from receiving services depending on the severity of the offense.

2. Lead Agency Protocols

The role of the Shelter Operator is not to provide all of the supportive services offered at the Navigation Center but to recruit and manage a group of partner agencies specialized in providing an array of supportive services beneficial to Emergency Shelter/Navigation Center clients.

The Shelter Operator will work collaboratively with the City of Corona Homeless Solutions staff to recruit public and private service providers. The Shelter Operator will maintain service provider room reservation schedule and ensure the day-to-day operational functions of the Navigation Center.

The Shelter Operator should ensure that the Navigation Center has flexible hours to allow clients to come before or after work, or alternatively, on the weekends. The Shelter Operator will also engage participation in and facilitate quarterly meetings of the Service Partner Advisory Board.

3. Requirements for Service Provider Partners

All service providers who desire to offer direct services at the Navigation Center will complete an interest application and will be required to enter into a formal Memorandum of Understanding (MOU) with the Shelter Operator to participate.

Responsibilities of the Service Provider Partners will include, but are not limited to:

- Set and maintain their own appointment schedule with clients
- Provide non-shelter guest clients will access to transportation to fulfill their scheduled appointments, if needed
- Ensure that all clients are aware of Navigation Center rules and enact appropriate enforcement of client shelter rules for their clients if and when necessary
- Agree to share service output and outcome information

- Communicate room reservation conflicts with Shelter Operator in advance
- Respect, maintain and keep clean all areas of the Navigation Center
- Respect and cooperate with Shelter Operator staff, other service providers and clients
- Participate in quarterly Service Partner Advisory Board meetings and provide input to the improvement of the Emergency Shelter/Navigation Center
- Screen clients for eligibility (no clients with sex offenses or open felony warrants will be allowed on-site)

H. Continuum of Care Good Neighbor Community Policy

1. Communication and Coordination with Neighborhood Businesses and Public

The Shelter Operator is expected to communicate with business neighbors on an ongoing basis. As part of this commitment, prior to commencement of any services at the Emergency Shelter/Navigation Center, the Shelter Operator will work with City staff to facilitate Community Forums, as needed. These Community Forums will provide opportunities to answer any questions members of the surrounding community might have on the operation of the Emergency Shelter/Navigation Center. The Shelter Operator will provide information to the public including operational design and when services will begin.

A public inquiry phone number and contact information will also be posted. Community stakeholders may call this number for information about the shelter/navigation center or to have any questions answered. The phone number will be retained as a resource for community members while the shelter is up and operational. All community complaints and/or inquiries about the Emergency Shelter/Navigation Center will be recorded and forwarded to the appropriate staff for prompt investigation. The Shelter Operator will be fully committed to an appropriate customer service response and will consider the resolution of community complaints a high priority.

The Shelter Operator will also create and maintain a program website that will include important information for community stakeholders and clients alike. The website will include a "Frequently Asked Questions" section which will help to provide instant answers to community concerns. Additionally, the website will include a digital copy of the Shelter Operator's "Good Neighbor Community Policy" and "Shelter Operations Plan".

Visits by members of the community and tours of the facility will be available by scheduling an appointment with Shelter Operator Staff.

The Shelter Operator will have program brochures available on-site as well as disseminate these resources to groups throughout the community. Information on the brochures will highlight the various services at the facility as well as criteria for admission and eligibility. Volunteer, in-kind and donation opportunities will also be listed for those who wish to support the program.

The Shelter Operator will work directly with the City of Corona Homeless Solutions staff on any media inquiries and allow the City to decide who will take the lead on responses to the media.

2. Communication and Coordination with Local Police and Fire Departments

The Shelter Operator will be committed to communicating and working collaboratively with the City of Corona Police and Fire Departments as may be needed. The intention of the Shelter Operator should be to act as self-sufficiently as possible and minimize the shelter's impact on the City's Police and Fire Departments. This includes ensuring that program staff and security staff are trained to properly manage and respond to an array of difficult situations that may occur at shelter.

The Shelter Operator will provide an array of services and support that will be beneficial to the City's Police and Fire departments. These services include, but will not be limited, to:

- Security staff stationed both on-site and at bus/shuttle locations
- On-site Medical facilities to respond to medical needs of the clients
- Accepting referrals from Corona PD 24/7 so long as beds are available
- Staff Neighbor Patrol will monitor surrounding area to control issues of loitering, abandoned property, and other blight
- Training opportunities on mental illness, homeless sensitivity, or other topics of interest to supplement existing department trainings
- Direct referral access to the Coordinated Entry System to assist Corona PD to connect homeless individuals with housing opportunities
- Statistical reports on number of clients served, length of stay and/or demographic information. All such data requests will be coordinated through the City's Homeless Solutions staff

Additionally, the Operator will meet with Corona PD Homeless Outreach & Psychological Evaluation (HOPE) Team Officers and other Corona PD representatives as may be needed. Initially, it is suggested to meet once a month when shelter opens. Corona PD will have the ability to bring forward operator non-performance directly to the City of Corona Homeless Solutions staff in the City Manager's Office.

3. Communication and Coordination with City, County, and Service Providers

Operation of the Emergency Shelter/Navigation Center will be for the public good and to move Corona's system of services forward. As such, successful implementation of the Emergency Shelter/Navigation Center will require the partnership of various stakeholders including the City, County and other Service Providers.

The Shelter Operator will be committed to working cooperatively with numerous other service providers, community, and government organizations to serve the needs of the homeless population in the City of Corona.

In order to effectively manage and operate a robust Navigation Center that provides an array of services for the shelter clients, the Shelter Operator must demonstrate a strong history of collaboration and willingness to engage other service providers.

Additionally, the Shelter Provider will be responsive to and provide support to City of Corona in relation to the outcomes and operation of the program.

4. Policies for Community Involvement

The Shelter Operator will be committed to active participation in City community events. To the extent reasonable and feasible, representatives of the Shelter Operator will attend meetings of the City of Corona Homeless Strategic Plan Working Group, Continuum of Care meetings, Chamber of Commerce meetings, and other community meetings, as requested.

Additionally, the Shelter Operator may sponsor special events, such as community resource fairs, which will include the community and the neighborhood on various occasions.

5. Policies for Neighborhood Patrol

A staff led Neighborhood Patrol will assemble weekly to monitor a 1-mile radius around the shelter perimeter. The role of this patrol group is to identify and address issues, to engage with neighbors and enhance safety and cleanliness of the immediate vicinity.

Additionally, they will prevent and control issues of loitering, unauthorized parking of client vehicles in the neighborhood, abandoned property, shopping carts and other blight. A log will be kept of the weekly patrols. The following actions will be completed by the Neighborhood Patrol:

- All litter and trash items will be removed from the area and properly disposed of
- Clients found loitering will be issued a warning. Violations of this rule may cause a client to be exited from the facility
- Unauthorized parking of client vehicles in the neighborhood are subject to towing
- Shelter Operator will contact City designated shopping cart retrieval program to collect all shopping carts found that do not contain items of personal property
- Shelter Operator will follow City codes for removing personal property found in surrounding area
- Shelter Operator will work with Corona PD and City Net to receive referrals from outreach and engagement activities to homeless in surrounding community such as parks, riverbed, etc.

I. Shelter Advisory Board

A Shelter Advisory Board will be established and maintained to provide review of the operations of the Emergency Shelter/Navigation Center, enhance community relations, and bring information of any strengths and concerns from the neighborhood, local businesses, City and County entities, service provider partners and shelter clients about the operation of the Emergency Shelter/Navigation Center.

1. *Composition of Board*

The Shelter Advisory Board will be comprised of three distinct Boards representing different stakeholders and interests. The composition of these three boards will include:

Community Advisory Board

- Business Representatives
- Resident Representatives
- Faith-Based Organization Representatives
- Nonprofit Representatives
- County Representatives
- City of Corona Homeless Solutions
- Corona PD

Client Advisory Board (no membership limits)

- Open invitation to current shelter clients and graduates

Service Partner Advisory Board (no membership limits)

- Open invitation to all Navigation Center partners
- Centro Medico Community Clinic
- Corona Regional Medical Center

2. Meeting Schedule

All three Shelter Advisory Boards will meet quarterly (at minimum).

Ad Hoc meetings will be convened as necessary and provide a way for any member to agendaize issue and provide a mechanism to call a special meeting.

3. Accountability and Grievance Process and Policies

In addition to providing input to the operation of the Emergency Shelter/Navigation Center, the Shelter Advisory Boards are also tasked with the on-going review of the Shelter Providers ability to effectively administer its Operational Plan and Good Neighbor Policies. In the event that a Shelter Advisory Board finds concerns over the Shelter Operator's implementation of the program, the following processes and policies will be enacted to allow the Shelter Operator to make corrective actions toward such grievances:

- 1) Once a grievance has been filed, Shelter Operator and Advisory Board will create, at the meeting in which the grievance is filed, an action-plan to resolve the issues by the next regularly scheduled Advisory Board meeting
- 2) At the next meeting, the action plan's outcomes will be reviewed to determine if the issue has been resolved
- 3) If the issue has not been resolved, but the Shelter Operator has provided evidence of a good faith effort to follow the course of actions outlined on the plan, they will be given an additional 90-days to enact an alternative plan
- 4) If the issue has not been resolved and the Shelter Operator has not demonstrated or provided evidence of following the course of actions outlined in the plan, a formal complaint will be sent to the City of Corona Homeless Solutions for investigation and possible termination of the Shelter Operator Contract. The City of Corona shall have a plan for operation of the shelter if the shelter operator is terminated by the City of Corona, including failure to enforce plan components such as Good Neighbor Policy, bed reservation requirements, no walk-in/no walk-out policy, etc. The plan may include selecting the next eligible operator from the original operator RFP and/or entering into a sole source with a new operator, based on approval of City Council.
- 5) Additionally, Corona PD will have the ability to bring forward operator non-performance directly to the City of Corona Homeless Solutions Office.

J. Safety Policies

1. Facility Maintenance

The Shelter Operator will maintain a schedule for regular facility maintenance and cleaning. The Shelter Operator will contract with a janitorial service or have staff provide daily cleaning services for all areas utilized by clients and weekly for office space and the Navigation Center.

Shelter Staff will rotate regular maintenance duties and inspections for minor repairs and replacements. Maintenance and cleaning forms are used to track completion of each task and reviewed monthly. The Shelter Operator will be responsible for staff training and performance in these duties.

The outside grounds will be incorporated into the maintenance schedule and rotation including cleaning of parking lot, landscape maintenance, maintenance and cleaning of sidewalks and patio areas, and checking of outside lights and furnishings. Graffiti will be reported to Program Manager for removal within 24 hours.

Need for repairs will be reported promptly by staff to the Program Manager. Minor repairs may be completed by staff as trained. Major repairs are reported to the Program Manager of the Shelter. Difficult repairs will be sent out to an approved list of vendors for bids, approval, and completion. Shelter Operator will comply with the terms and conditions of the lease agreement which will set forth responsibilities of the City and Shelter Operator.

The Shelter Operator will be committed to maintaining a pest free environment throughout the premises. As such, no food will be allowed in living areas of facility. Trash bags will be emptied daily in all areas. Inspection of client spaces and lockers will be conducted for any items that would attract pests. All staff will receive appropriate training for the identification of common pests as well as prevention and control measures. A Pest Control company will be contracted by the Shelter Operator and will come regularly to spray for bugs, check for infestation of pests, and perform other pest prevention or extermination treatments that will be seen on their visits or reported by staff.

2. Fire and Earthquake Safety

Evacuation Plan Clients

Shelter staff will be trained in protecting the safety of everyone in the facility. Staff will respond quickly and safely when an emergency, incident, or natural disaster occurs. Evacuation Routes and Exits will be posted in each major area of facility. An evacuation point outside will be designated.

In case of the need for evacuation, the present site lead during the emergency will notify all staff and clients to evacuate, call 911, and direct evacuation plan. Staff will be assigned to oversee the evacuation of clients in each work area. Staff will check client areas, assigns assistance to non-ambulatory and disabled persons, and leads clients to safety through the nearest safe evacuation exit. Staff will assemble clients outside at designated evacuation point, read bed list for attendance and search for any missing clients as safety conditions allow.

In case of fire these additional protocols will be completed:

- The Program Manager or lead staff member will pull the nearest fire alarm if it is not already sounding.
- While evacuating clients, staff will attempt to close all door(s), if safe to do so.
- Before exiting a room, the Program Manager or lead staff member will touch back of hand to the door to determine if the door is cool, then open it a crack, smell for smoke, and if deemed safe, open the door, and leave the building to the evacuation meeting point.
- If the door is hot, it is not opened, and staff will lead clients to leave via the nearest safe exit.
- Staff will locate and use appropriate fire extinguishers if safe to do so.
- When the Fire Department arrives, a staff person will speak to the officer in charge and give the officer a set of staff keys.
- Staff will contact the Program Manager or his/her delegate as soon as possible, if not on site.
- Staff will report incident and procedure in Critical Incident Report and staff shift notes as directed in shelter policy. All Critical Incidents must be immediately reported to City's Homeless Solutions staff.

If the weather is inclement and if the evacuation will not be short, staff will:

- Contact the Program Manager and City Homeless Solutions to identify evacuation locations and disaster team if assistance is needed for client shelter, meals, or services.
- Contact other Homeless Providers for services as needed.

For a false alarm or other short-term evacuation, staff will direct occupants back into the building once the Fire Department has authorized an "all-clear."

3. Fire Prevention Procedures

The Emergency Shelter/Navigation Center will be approved by the Fire Department for all fire codes, sprinklers, alarms, and exits prior to service implementation. Emergency lighting will be installed both inside the facility and outside on the grounds for safety and in compliance with all codes.

No smoking will be allowed inside or outside the building within 20 feet of doors. A smoking section will be designated, and a sign posted in the enclosed patio area.

4. Fire Drills and Documentation

Fire drills will be conducted at least quarterly. Documentation of fire drills will be kept for three years in Shelter Management Files.

5. Fire Inspections and Extinguishers

The most recent annual fire inspection will be posted in a designated area of the Emergency Shelter/Navigation Center facility and will be included in the Shelter Management files. Fire extinguishers will be hung in each area of the building as shown in facility plans and in evacuation plan. Fire extinguishers will be inspected and maintained per City of Corona Fire Department requirements. A certificate of the last most recent fire inspection will be posted in a visible designated area.

6. Earthquake Safety

Earthquake drills will be conducted quarterly by staff. The evacuation route and procedures may be the same as for other hazards. A client tally and search will be conducted once evacuation is conducted.

In case of an actual earthquake that causes damage to facility or grounds, the City of Corona Building Department will be called to inspect the facility as soon as safety permits. Clients will be evacuated from building and transported to other shelter as needed.

K. Security Plan

The Shelter Operator will follow policies and procedures that promote utmost safety for clients, staff, volunteers, and the community and will strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate.

1. Eligibility Screening

No person validated on the sex offender registry (Megan's Law) will be allowed to access the shelter property. Additionally, no felons with open warrants will be allowed to access the shelter property. Clients may only be referred by Corona PD, City Net or City Homeless Solutions staff. Clients must have documentable ties to the City of Corona unless a waiver is approved by the Corona Police Department or Homeless Solutions staff.

Operator will use the following screening methods:

- a. Screening for Sex Offenders: <https://www.meganslaw.ca.gov>
- b. Screening for Open Felony Warrants: <http://public-access.riverside.courts.ca.gov/OpenAccess/>
- c. Methods to Verify Ties to the City:
 - Driver's License or California ID
 - City Library Internet Card or Library Book Card
 - Bank Statements
 - Car Registration
 - HMIS record of prior services in City
 - City Net prior outreach interactions will confirm documentable ties to City
 - Corona PD prior calls for service, outreach, or enforcement will confirm documentable ties to City
 - Children are enrolled in City schools
 - They or a member of the household are employed in the City
 - They or a member of the household graduated from or attended a school in the City
 - Other documentation that demonstrates a last permanent address in City
 - i. Previous Utility Bill
 - ii. Previous Rental Agreement
 - iii. Other bills or documents with City Address
 - Faith Based or Community Based Partner verification of prior services in City
 - County Agency verification of prior services in City

2. Secured Entrances

All clients will be required to enter the shelter in a coordinated, peaceful fashion. Families will have a separate entrance for entering the shelter as well as separate sleeping areas.

All clients will present identification upon entry. Clients without valid California identification cards will be given supportive services to secure a valid identification card. Clients will also receive a shelter-specific ID to use for admission into the shelter during the duration of their stay.

All clients and their belongings will be checked by security personnel, utilizing security wands each time they enter and exit from the shelter and all contraband will be seized. Contraband items include but are not limited to: weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items or environmentally harmful goods.

Clients will sign in upon entrance and sign out upon exit from the building.

3. On-site Security Personnel

The Shelter Operator will provide a sufficient number of trained security personnel to ensure the safety of clients and the surrounding neighborhood, 24 hours a day.

Security personnel will be on site at all times and will conduct security rounds of the facility, as necessary.

Security personnel will be stationed both inside and outside the shelter to ensure maximum coverage.

Security personnel will be accessible and visible to clients, and survey facility for any potential concerns. Staff and security will have communication with each other via portable electronic equipment.

Security personnel will carry non-lethal weapons such as mace, batons, and handcuffs. Security personnel will receive "Homeless Sensitivity Training" through the Shelter Operator's resources.

4. Security Alarms and Cameras

The building will be equipped with security cameras inside and outside, and safety alarms. A staff member will monitor security through cameras at administrative office areas.

5. Security Lighting

Security lighting will be used both inside and outside the facility to highlight entrances and parking lot. A staff person will escort any persons to parking lot or security gate after sunset.

6. Loitering Policy

Clients will not be allowed to loiter in the surrounding neighborhood. Violations of this rule may cause a client to be exited from the facility. The Shelter Operator's Good Neighbor Community Policy will include regular checks of surrounding area to prevent and control loitering issues.

7. Deescalating Conflicts

All employees will receive training in communication techniques that de-escalate confrontations.

8. Entrance and Exit Procedures

All staff and clients will enter and exit through one main entrance and security check point. All areas of the building will be locked when not in use. The building will be zoned so that clients will only have access to the areas which they need. During sleeping hours clients will have restricted access to other areas of the building.

All clients will present identification upon entry and their person and belongings will be searched by security. They will sign in upon entrance and sign out upon exit from the building.

All clients will enter the property by bus/shuttle. Clients will be escorted from the designated parking lot area and bus/shuttle drop off area to the shelter entrance. Navigation Center clients will follow the same entrance procedures.

Clients with vehicles must go through the referral and screening process before they are authorized to drive to the facility and park in the shelter parking lot or on Harrison Street.

9. Policy regarding storage of client's possessions

All shelter residents will have access to limited personal storage space. Each client bed will be assigned a large storage locker for personal valuables.

A client storage log will be signed at each visit to the storage locker area. The storage area may be accessed, with staff supervision and only during assigned hours during the day.

All items will be stored for the length of the client's stay at the shelter. The right to store items may be revoked based on violation of rules and/or the management's discretion. Once a client has exited the shelter program, any personal effects may be stored for up to 7 days; after which, the property will be donated or disposed of. Clients who have exited from the shelter program must contact staff to set an appointment to collect their personal belongings.

In the event the client cannot come to retrieve their own property, they may name a proxy of their choosing to pick up their effects by filling out an Authorization for Release of Personal Property form. The client will be responsible for asking their designated contact person to retrieve property, if needed.

No contraband items may be stored at the shelter. Contraband items include but are not limited to: weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items or environmentally harmful goods.

10. Policy pertaining to authorized/unauthorized search of clients' property by staff

The Shelter staff will have the right to inspect all storage areas to ensure compliance with contraband policies. Staff has the right to designate a period of time when a client will be ineligible for re-entry to facility if contraband is found. Length of ineligible time will be documented according to the "Exit and Readmission Policies".

When inspecting a client's possessions without them present, two staff persons will be responsible for the search. An Authorization Form will be signed by the client at time of entrance into facility when they place items into the storage area. When items are found in the client's possession that are not suitable for storage, clients can choose to have staff dispose of the item or client may store property off site premises at their own cost.

11. Policy on Possession of Weapons On-Site

No weapons or objects which can be used as weapons will be brought into the shelter. All of a client's belongings that they are carrying on-site will be searched upon entry and inspected for weapons and items that could be used as such. Anyone found with a weapon or dangerous material that can be used as a weapon will be asked to immediately leave the premises and neighborhood of the facility. Sharp objects such as tools or scissors will be stored in locked storage areas and not taken into shelter living areas.

All kitchen knives and sharp objects, hazardous materials, and cleaning equipment that could be used as a weapon will be kept in locked areas with only staff accessibility.

12. Procedure for Contacting Police

The intention of the Shelter Operator should be to act as self-sufficiently as possible and minimize the shelter's impact on the Corona Police Department. This includes ensuring that staff and security will be trained to properly manage and respond to an array of difficult situations that may occur at shelter.

In establishing a procedure for contacting police, the Shelter Operator will work cooperatively with Corona PD and the Homeless Solutions staff to establish shelter policies and procedures on how and when to contact police for conflict resolution, trespassing, theft, unruly behaviors, loitering around property, mental health evaluation, and emergencies.

Upon consensus, a 911 protocol will be established and followed. All staff members will be trained in these procedures. 911 may be called for any medical emergencies, violent behaviors that endanger others, and suicidal ideation.

L. Health Policies

1. Housekeeping Policy

The Shelter Operator will commit to and understand the importance of maintaining hygienic, sanitary environments for the well-being of clients, volunteers, and staff. The Shelter Operator will maintain written, standardized housekeeping procedures. Each procedure will be designed for safety of staff and clients and for a consistent, high standard of housekeeping. Staff will be provided with training in these procedures, will be monitored in performance of the procedures, and evaluated in their effective use of them. Training may include education on any hazardous materials with which staff may come into contact when carrying out their assigned work tasks. The complete list of procedures will be included in a Shelter Policy and Procedures Manual and made available to all employees.

Outside janitorial staff may be contracted to assist in the maintenance and cleaning of the facility. Thorough daily cleaning of all client areas including living quarters, kitchen and dining areas, and common areas will be completed using institution strength anti-bacterial products.

Bathrooms, showers, and eating areas will be given priority attention. The kitchen and dining areas will be cleaned according to strict health standards after each meal. Office space will be cleaned weekly by the janitorial staff and as needed by Shelter staff and partner organizations using the space.

To prevent cross-contamination, clients will be required to store personal toiletries in plastic sealable bags on their beds when not in use. Clients will be assigned a set of linens at intake for their use while in the shelter. The client will be responsible for making and maintaining their bed each morning. Staff will wash bed linens weekly in hot water with bleach unless special circumstances require more regular cleaning.

All staff will practice universal precautions in handling of laundry, cleaning of facility, and general self – health care. Specifically:

- Staff will wear appropriate protective garments (i.e. gloves) while completing tasks
- Staff will use recommended disinfecting cleaning products for each area of facility
- Staff will practice required hand-washing procedures
- Kitchen staff will be trained in and practice required food-handling procedures
- All client clothes will be washed upon initial intake and weekly (or as needed) thereafter
- All laundry will be handled according to safety and washing procedures
- Staff and volunteers will follow a set of Program Rules and Regulations for working when they are sick/contagious

The outside grounds will be included in the housekeeping standards and schedule. The Shelter's outside spaces, parking lot, and green areas will be cleaned daily from debris and litter. Chairs and tables will be washed according to inside standards. Minor repairs of the facility and grounds will be completed by the Shelter staff. Any major repairs or work requiring specialized training will be completed by approved vendors. Shelter Operator shall refer to the Lease Agreement to understand responsibilities of City and Shelter Operator.

The Navigation Center will be included the housekeeping standards and schedule. The Service Partner agencies must adhere to housekeeping procedures as outlined in their respective MOU agreement. Service Provider Partners will be expected to respect and keep their areas clean after usage.

2. Pet, Assistance Animal and Service Animal Policies

- ✓ Clients will be permitted to bring pets, assistance animals, and service animals to the shelter facility.
- ✓ Service animals and assistance animals will be permitted to stay with client in the shelter living areas while all other pets must stay in assigned kennels/crates in sleeping quarters and the designated dog run during times of client recreation, or on leashes in outdoor common areas.
- ✓ In order to qualify as a service animal, a client must produce an official letter from a licensed physician, social worker, therapist, or case worker stating that the animal is needed to ease the effects of mental, emotional, or physical disabilities.
- ✓ Only registered animals that have proof of current rabies vaccinations will be allowed at the shelter facility.
- ✓ The health and well-being of all pets as well as assistance and service animals brought into the shelter facility will be the responsibility of the owner. Shelter guest pet responsibilities include:
 - Compliance with leash policies for safety of other shelter guests, other animals, and shelter staff and volunteers
 - Spay/Neuter laws
 - Feeding/watering animals
 - City Licensing
 - Pick-up after pet waste
 - Safe Tethering Laws
 - Rules against animal cruelty
- ✓ Clients who are unable to care for or feed their pets or cannot control them while at the shelter will be asked to remove the pets from the facility. Shelter Operator will work with City Animal Services & Enforcement and/or Riverside County Department of Animal Services to determine if temporary boarding options are available for clients with extenuating circumstances.

- ✓ Shelter Operator will work with City Homeless Solutions staff to develop funding and community partnership strategies to assist clients with pet care costs such as rabies shots, licensing, food, or vet bills.
- ✓ Shelter Operator may deny requests for Pet, Assistance Animal, and Service Animal accommodation if:
 - Animal poses a threat to other shelter guests, shelter staff, or pets of other shelter clients. Such denials will be based upon
 - Behavior of animal
 - Nature, duration, severity of risk and probability that potential injury will actually occur and whether risk can be mitigated through a soft muzzle
 - Undue financial or administrative burden
 - Accommodation fundamentally alters nature of shelter services

3. Possession and Use of Controlled Substances

The Shelter Operator will have a strict policy prohibiting the possession or use of alcohol or controlled substances at the Emergency Shelter/Navigation Center premises by employees, residents, clients, and general public.

It will be the intent of the Shelter Operator to promote a safe, healthy, and productive environment for everyone. Staff recognizes that the illegal and/or excessive use of drugs and alcohol, or the inappropriate use of prescribed drugs is not conducive to a safe living environment. It will be the objective of the Shelter Operator to have an environment that is free from the influence of controlled substances and alcohol at all times on premises. The unlawful purchase, possession, transfer, manufacturing, distribution, dispensation, or use of any illegal drug is inconsistent with the objective of operating in a safe and efficient manner and will be strictly prohibited and is contrary to the Emergency Shelter/Navigation Center's mission.

4. Policy for Drug Possession

Staff will have the right to refuse entrance to any client who is noticeably under the influence, exhibiting behavior that is inappropriate due to influence, or otherwise cannot follow the rules and expected behaviors of a client while participating in shelter activities. If alcohol, illegal substances, or paraphernalia are found in client's possession after they have completed entry paperwork and necessary security screenings, that client may be asked to exit the facility at the discretion of staff. They may be given a time frame of their next eligible readmission date. The illegal drug or alcohol will be disposed of and documented by two staff following written protocol in a Policy and Procedures Manual.

5. Security, Use and Access of Prescription Medications

If a client has medications that must be administered throughout the evening/night or will be damaged by extreme heat or cold, they may retrieve them from a designated staff person. If a medication needs to be refrigerated, the medication will be packaged and labeled with person's name, bed number, and name of medication and placed inside a designated locked refrigerator.

A client who qualifies and requests their medications to be stored in a locked area must sign an Agreement Form and will have access to the medications as soon as possible by their request to the staff on duty. The client will be responsible for requesting and taking their own medications within limits of how they are prescribed. Only the person whose name is on the medications will be able to retrieve them.

6. Client Use of Over-The-Counter Medications

Use and storage of over-the-counter medications follow the same policy and procedures of prescription medications.

7. Client Access to Emergency and Medical Care

Clients may have access to medical care. Centro Medico Community Clinic is the City's onsite Federally Qualified Health Center (FQHC) partner. Client should communicate to staff member on duty their need for medical care, if possible. Medical support may be accessed through the onsite Medical Wing and/or through local hospitals if and when access to the Medical Wing is not available.

If a client requires first aid items, they may access them from a shelter staff member at the service desk. The staff member may assist the client in first aid care with client's permission, as he/she will be trained, and using universal precautions.

In case of a seizure, staff will be trained in appropriate safety precautions and will call support from the Medical Wing staff or 911 if seizure persists or causes bodily harm. If a client needs emergency or serious medical care, the staff on duty will call 911 and follow 911 procedures. In case of an injury, staff will not move the client. They will contact other staff, call 911, and if appropriate, check breathing and pulse and begin CPR if needed. One staff member or trained volunteer will attempt to keep the client comfortable and keep other clients away from immediate scene, while another staff member will wait for medical personnel, give medical personnel information about client, and direct them to client.

The Program Manager will be called as soon as possible. After client emergency or incident has been controlled, the lead staff member will complete a Critical Incident Report form which will be immediately sent to the Program Manager, higher-level staff as needed, and City of Corona Homeless Solutions staff.

8. First Aid Equipment, Supplies and Procedures

The Shelter Provider and/or Medical Wing partner will have first aid supplies available at all times. The first aid kit will be inspected monthly, updated as items expire, and re-stocked after each use. Staff members will be trained annually in universal precautions, first aid care, seizure, or Mental Health crisis. Any incident occurring at the Emergency Shelter/Navigation Center requiring first aid will be documented in the daily report and a Critical Incident Report will be prepared and sent to Program Manager, other higher-level staff as necessary, and City of Corona Homeless Solutions staff.

9. Policies & Procedures for Disease Prevention

The Shelter Operator will have protocols for prevention and treatment of certain diseases and conditions such as seizures, diabetic episodes, mental health episodes, lice, bed bugs, influenza, and other communicable and contagious diseases. Universal precautions will be maintained at all times in handling of fluids, client clothing, laundry, and in all cleaning of premises.

When an accident or injury to an employee or client occurs or when there has been damage to Shelter property, staff will follow a set protocol which includes:

- Immediately contacting Supervisor about the situation
- Dealing with any injuries
- Securing the accident scene by obtaining names, addresses, and phone numbers of witnesses if possible, taking photos if possible, and noting any unusual circumstances
- Recording all necessary information to complete a formal report
- Not accepting any responsibility on behalf of the Shelter Operator
- Reporting all accidents or injuries within 24 hours to insurance carrier
- Completing and submitting a Critical Incident Report to the City Homeless Solutions staff

If a client shows symptoms of a contagious disease or other public health concern that might threaten another person, the client will be sent to the Medical Wing or hospital emergency room for diagnosis and treatment. If a client leaves due to disease, the bedding and client's clothes will be washed, bed cleaned, and bedding replaced on bed. Clothes and belongings will be stored in designated area and held for the maximum amount of time permitted. The Shelter will operate to conform to best health practices and concerns.

Universal precautions will be used for all handling of client possessions. Staff will follow hand washing techniques recommended by the Riverside County Public Health Department AKA Riverside University Health System – Public Health.

M. Food Policies

1. Provision of Nutritional Needs of Clients

The Shelter Operator will provide a breakfast, lunch, and hot dinner to each shelter guest client every day. Meals will be prepared through the on-site kitchen facility. The Shelter Operator's Food Coordinator will work with the Kitchen staff to coordinate a weekly menu. They will ensure that meals will be nutritious and balanced.

The Shelter Operator will include in its in-kind donation strategies, opportunities for food donations and partnerships with local food banks. The Shelter Operator will also work with community and faith-based partners and existing community meal service programs to offer opportunities to feed homeless individuals at the shelter as part of the City's pilot transportation shuttle/day meal service program to move homeless meal serving out of City parks and into the shelter. During extenuating circumstances, through in-kind partnerships or as cost-effective strategies are developed, Shelter Operator may also purchase daily food deliveries through a third-party vendor and include such expenses in the operating budget.

Tables will be set up for meals in the dining area of the Shelter at the scheduled meal times. Food will be served at designated times of operation for registered shelter clients or registered transportation shuttle/day meal service program clients only.

2. Meeting Riverside County Environmental Health Department Standards

The Shelter Operator, Food Coordinator, and Kitchen Staff will meet all Riverside County Environmental Health Department standards. This includes but is not limited to the Food Facility Operators Guide and Ordinance 492 which governs requirements for Food Facilities. Inspections will be completed by the Health Department and any changes will be made if indicated. The certificates for Health Department inspection results will be posted in the Kitchen area of the facility. All cook staff will be required to have completed the ServSafe Food Handler Program.

3. Provisions for the Sanitary Storage and Preparation of Food

The Emergency Shelter/Navigation Center will have adequate space for storage of dry foods, refrigerated foods, frozen foods, and supplies. Separate refrigerator/ freezer space should be available for client medications. The Shelter Operator will provide extra refrigeration and freezer appliances as needed to supplement safe storage of food, if space is available. Current certificates of food handling safety will be posted in the kitchen area and in the employee file for each cook. Cooks and volunteers assisting them follow the procedures of the Riverside County Environmental Health Department as taught in the ServSafe Food Handler Program. All volunteers will be supervised by a cook employee. Other employees will only be allowed in kitchen area under supervision of cook.

All storage areas will be cleaned on a planned schedule and outdated food will be disposed of. There will be a rotation schedule for storage and use of food in freezer, refrigerator, and dry goods pantry that maximizes use of food so that it does not become outdated.

N. Transportation Policies

The policies for travel to and from the Emergency Shelter/Navigation Center will be designed to support client needs and minimize potential impact on the adjacent neighborhood and surrounding businesses.

The following transportation measures will be implemented:

1. Transportation Flow On and Off Property

The Shelter Provider will create a plan for safe and effective flow of traffic on and off the property based on the schematics of the shelter grounds and surrounding neighborhood. Considerations should include policy for no-walk-ins/no walk-outs, policy for clients with vehicles and bus/shuttle services.

2. Pedestrian Traffic

The shelter will operate by bed reservation only and no walk-ins or walk-outs will be allowed. The clients will be expected to utilize the transportation options that will be provided to them by the Shelter Operator. The no walk-in and no walk-out policy will be posted and disseminated throughout the community.

Any individual that does walk-up will receive information on how to connect with City Net for a referral in order to be screened for eligibility to make a bed reservation and be provided transportation to a self-directed location out of the surrounding area to return only when the established reservation protocol has been followed.

3. Bicycle Traffic and Parking

A bicycle rack will be provided in a secured outdoor area. Bike locks will be encouraged but are the responsibility of the client to obtain. Bus and shuttle transportation vehicles will be designed to transport bicycles to mitigate foot traffic to the facility.

4. Bus and Shuttle Transportation Services

Access to the shelter will be provided by bus and/or shuttle transportation services. The Shelter Operator will work cooperatively with City and other stakeholders to provide the most cost-effective means for providing transportation to and from the shelter.

It is recommended that there be a minimum of two (2) designated pick up locations that provide ample geographic range for qualified clients seeking shelter services. Locations will be selected by the Corona Police Department and the City's Community Services Department. Operator will not drop-off/pick-up other than at agreed upon locations.

Daily bus and/or shuttles will be provided to transport all screened clients to the Shelter Site. Security personnel will be staffed at each location to ensure only prescreened clients with bed reservations receive transportation to the shelter. Operator/Security will also conduct random daily checks of 1 mile radius to shelter and drop-off/pick-up locations to enforce shelter rules and thus avoid loitering and homeless congregations.

To avoid, long term loitering at the bus and/or shuttle pick up areas, clients may arrive at the bus and/or shuttle Stop thirty (30) minutes before the Bus/Shuttle departure time.

Drop-off/pick-up locations are an extension of the shelter and thus any violation such as loitering constitutes a violation of the shelter rules which will be strictly enforced.

In the case of special circumstances, and only if arrangements have been communicated by the client to their Employment and Housing Navigator and/or bed reservation staff the prior evening, returning clients who are unable to return to the shelter at the designated time may work out alternative transportation options so long as the no-walk in or no walk-out policy is not violated.

Shelter Operator may also authorize prescreened clients to drive their vehicles to the shelter facility after a bed reservation has been confirmed.

Each morning, two bus and/or shuttle services will be provided for clients who desire to leave the shelter for employment and other personal appointments. Suggested times are 6:00AM and 10:00AM.

5. Personal Vehicle Transportation and Parking

The Shelter parking lot will be available to Shelter staff. Volunteers, vendors, and community visitors may also park their vehicles in the Emergency Shelter/Navigation Center lot while at the facility. The facility's parking lot can accommodate 11 vehicles.

Vehicles eligible to park in the Harrison Emergency Shelter and Navigation Center lot will be listed on the Vehicle Parking Form by license plate and client name. Vehicles in lot overnight must be registered on this log each night. Security staff will include the parking lot during security rotations.

Harrison Street parking restrictions do not allow overnight parking from 8 pm to 8 am with the exception of the 10 spaces in front of the facility as depicted below:



Shelter Operator will be required to develop strategies to manage overnight parking with 21 available spaces. Please note that once the shelter is operational, Operator can work with the City to incrementally change parking restrictions if more than 21 spaces are needed for overnight parking for shelter staff, vendors, and clients with vehicles

6. Staff Transportation of Clients

Shelter staff members will not be permitted to transport clients under any circumstances in their personal vehicles. Only designated staff in shelter owned/operated or contracted vehicles may transport clients.

7. Transportation Policies for Navigation Center Clients

If Phase II is implemented, transportation to and from the Navigation Center must be arranged by the Service Provider partner.

8. Delivery of Shelter Goods and Community Donations

Deliveries for shelter goods and community donations will be dropped off in a designated area. The planned location for these designated drop-offs will take into consideration pedestrian, bike, and other vehicle traffic routes to minimize safety risks and impact to the shelter site and surrounding area.

It is anticipated that delivery of goods from contracted vendors will occur approximately 3x weekly. The delivery of community donations by private donors will occur approximately 3x daily during designated donation drop-off times.

Subject to change as may be needed, all deliveries of goods and/or donations will occur between the hours of 10AM-4PM.

O. Financial Policies

1. Financial Requests from Clients

Financial requests from clients must be requested and received through their Employment and Housing Navigator and/or through Service Provider Partner at the Navigation Center. Clients will sign a designated log when they receive the requested item (bus pass, clothing/food voucher, etc.). All bus passes and/or vouchers must be kept in a locked safe in a locked office or closet at all times when not in use.

The Shelter Operator and/or Service Provider partners may offer financial assistance opportunities to clients, when available and must establish priority levels and/or other fair means for distribution. The Shelter Operator and/or Service Provider partners will not be obligated to fulfill all financial requests from clients that they receive.

2. Client Possessions and Funds

No funds of clients will be handled by the Shelter staff. Clients with funds kept in their possession while at the Shelter will be responsible for their security and safety. Staff will encourage clients not to have funds on site, and to store wallet, electronic devices, and any cash in appropriate locked storage. The Shelter Operator will have a policy of not being responsible for lost or stolen items that is included in a Policy and Procedures Manual, listed in the signed Rules agreement, and read nightly when rules will be reviewed before intake.

Clients will not be permitted to give cash to staff at any time, for any reason.

3. Annual Outside Audit

An independent financial audit of the Shelter Operator will be completed on an annual basis. A most current audit will be kept on file at the Shelter Operator's administration office(s) and may be viewed, as necessary.

The Emergency Shelter/Navigation Center will also be subject to an annual program audit or monitoring. It will be the responsibility of the Shelter Operator to correct any deficiencies reported by the audit within the time limits available to them. Failure to comply may result in the termination of the Shelter Operator contract.

4. Financial Reports Review

Financial reports will be produced each month by the accounting department of the Shelter Operator. These reports will be reviewed by the City of Corona Finance Department and Homeless Solutions staff.

The Administration Office of the Shelter Operator will review financial statements and budgets with Program Manager on a regular basis. To manage programs within authorized budgets, adjustments will be made in spending, if necessary.

P. Legal Policies

1. Policy for Compliance with Local Laws

The Shelter Operator will follow all County Health Department and City Fire Department requirements, and will train staff for food handling, CPR, fire drills and other disaster evacuation procedures. The Shelter Operator and staff will work cooperatively with Corona PD to deal with clients who commit crimes while staying at the shelter. Additionally, Shelter staff and management will cooperate with law enforcement agencies on investigations for persons wanted for crimes as much as is possible while maintaining policies on client confidentiality.

2. Policy for Compliance with Labor Laws

The Shelter Operator will comply with all required labor laws. Occupational Safety and Health Administration (OSHA) training and reviews will be conducted during staff meetings on a quarterly basis. OSHA flyers will be posted in administrative offices.

The Shelter Operator's wages will be at or above minimum wage. Employee breaks, meals, and overtime will be monitored legally and compensated as needed. The Shelter Operator will be contracted with a company to examine any work injuries. The proper incident reports, Workmen's Compensation forms, and requirements will be completed.

Q. Non-Discrimination Policies

The Shelter Operator will adhere to a policy of non-discrimination which will be stated in the Shelter Operator's Policies and Procedures Manual.

The Shelter Operator will not discriminate in the provision of client care based on age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographic, national, or ethnic origin, HIV status, disability, or veteran status.

1. Policy for Compliance with Americans with Disabilities Act

The Shelter Operator will comply with appropriate standards of The Americans with Disabilities Act (ADA). Staff will be trained to be cognizant of any client physical disability and assist as needed to address any barriers from the structure of the building. Staff will receive training to work appropriately with persons with disabilities. All persons will be treated with dignity, value, and worth.

2. Gender-Specific Programming Policy

Persons accessing the Emergency Shelter/Navigation Center services will be identified by the gender identification for which they choose. Staff will provide beds to persons of gender identity, expression, and sexual orientation with due regard to privacy and client rights. Bathrooms and showers will be constructed with equal privacy for all clients, regardless of sexual orientation, expression, or identity. All programs and services will be available with the dignity of all clients as highest priority.

3. Sexual Harassment Policy

All clients, volunteers, and employees should be able to coexist at the Emergency Shelter/Navigation Center in a trauma informed care environment, free from sexual harassment and inappropriate sexual behavior.

The Shelter will have a zero-tolerance policy for sexual harassment and inappropriate behavior of a sexual nature. No sexual harassment will be tolerated by anyone on the facility grounds, including staff, volunteers, or clients. Clients, staff, and volunteers will be notified, at the Shelter Operator's sole discretion, if any of their remarks, advances, gestures, or attire constitutes sexual harassment toward any person in the Harrison Emergency Shelter and Navigation Center facility.

Anyone who believes he or she has been the subject of any such behavior will be urged to report it to the staff or supervisor immediately. A report will be completed and taken to appropriate staff or supervisor for resolution. Reported incidents will be investigated on a confidential basis. Provisions will be instituted to guard the safety and emotional health of persons who have been victims of a reported incident. After proper review, a person found to have engaged in sexual harassment or inappropriate behavior of a sexual nature will be subject to disciplinary action including possible immediate exit from program or termination from employment.

4. Policy Regarding Sex Offenders

The Shelter Operator will have strict requirements for the safety staff, service partners, and clients. Staff and volunteers will be trained in sex abuse definitions, sex offender policies, and vulnerable adult abuse. All employees must review this training yearly and be certified to have passed its standards.

The Shelter Operator will follow federal law requirements in reporting sex offenders. All clients will be screened for sex offenses through the National Megan's Law database. Screening will be conducted at the time of reservation; no potential participants with a registered sex offense will be allowed on the bus/shuttle or admitted as clients.

R. Confidentiality Policies

1. Personal Confidentiality

People seek help from emergency shelters at a difficult time in their lives. Their need for service and the help that can be provided is determined through sharing of factual and personal information. For this to be effective, every client must be able to trust that every staff member and volunteer respect client confidentiality.

Therefore, the Shelter staff and Shelter Operator will maintain strict confidentiality practices as written in Confidentiality Policy. These practices include:

1) Fact of Participation: The fact that an individual is or has been a participant in the Emergency Shelter/Navigation Center should not be disclosed except as may be specifically defined. Inquiries by visit, telephone, or letter regarding a participant in the program should be answered with the statement that information as to whether a particular person is or has been in residence cannot be divulged; that if in fact the individual is in residence, they will be advised of the inquiry, and that, at their discretion, they will or will not communicate with the inquirer.

2) Disclosure to Other Agencies: Disclosure of client information to the City Homeless Solutions staff and other social service agencies, whether on a referral to or from the agency, generally may be permitted with the client's written consent for release of information. Information is to be withheld where enjoined by law and by contract. The Shelter Operator will maintain the confidentiality of client records (as under the Privacy Act). Disclosure of information relating to program participants should not be made to employers, credit agencies, unions, or other similar organizations, except at the request, and with the consent of the client.

3) Information to the Client: In some situations, it may be required by law to disclose to the participant information contained in his/her own case record. Information disclosed should be limited to that which is included in the formal case record. The formal case record should contain factual information, not counselor notes and observations. Information provided by other agencies should not be shared.

4) Law Enforcement Agencies: All requests for information regarding clients originating from law enforcement agents, should be referred to the Shelter Operator's acting Legal Department. Before any action is taken on any legal request, a staff member or program manager should contact their Legal Department as there are boundaries in place to determine the sharing of information with law enforcement personnel according to its policies on client confidentiality (as stated in the Shelter Operator's Policy Manual) and applicable law.

When an arrest warrant or a search warrant has been issued by a court, if such a warrant is presented to the facility relating to a client in the residence, staff will cooperate with the law enforcement agency in making the arrest or the search, preferably in a manner which will involve the least disruption to the program at the facility.

5) Written Consent: If there is any doubt as to whether client information should be disclosed, the consent of the client should be first obtained, except as otherwise required by law. The consent will be in writing on a Release of Information form and should identify the information to be disclosed, the person or agency to whom it will be disclosed, and the purpose of the disclosure, and the period of time during which authorization is granted.

6) Abuse Reporting: The Shelter Operator and Shelter staff will comply with all state and municipal laws requiring reporting to governmental agencies of instances of domestic violence and elder abuse. Staff will report any suspicion or evidence of vulnerable adult abuse. All staff persons at the shelter will be mandatory reporters. A Critical Incident Report will also be completed and submitted to the Program Manager, any higher-level staff as needed, and City Homeless Solutions staff. All staff will be trained at time of hire to identify signs of abuse and to properly document and report it. Training will be repeated annually.

7) Harm to Self or Others: If a client at the shelter program shares with a staff person a viable threat to do harm to self or another, the terms of confidentiality can be revoked, as in the case of suicidal or homicidal admittance.

2. Database Confidentiality Policies

Only trained Intake staff, Employment and Housing Navigators, and management staff will be authorized to access the Homeless Management Information System (HMIS) Database. Each staff person will have a separate password for entry. Staff is only to use computers that are authorized and HMIS compliant. No persons without a username and password set up by the Shelter Operator's IT department should have access to staff-only computers.

3. Exceptions to the Confidentiality Policy

All clients will be informed that staff will comply with the law to disclose client-related information to prevent danger to self or others or to report elderly/vulnerable adult abuse.

S. Grievance Policies

The grievance procedure will be applicable for any conflicts or disagreements between clients or between clients and staff. For example, the grievance process may be employed to address disruptive behavior or appeal incorrect formal action. However, in no way does the grievance procedure suspend the rules or consequences established in the Shelter Rules signed upon entering the program. Clients will have the right to file a grievance without the fear of harmful repercussions from staff or other residents.

1. Receiving and Posting

The Grievance Procedure should be clearly posted in the Policy and Procedure Manual and available at the shelter facility. A client will be given a copy of the grievance procedure when a conflict has occurred that cannot be resolved satisfactorily between the client and a staff person or another client, or when the client has a complaint about an event that occurred at the Shelter involving that client. The Grievance Policy Form will be read by the client and signed.

2. Meeting with Staff

Once received, staff will decide at the earliest regular staff meeting which grievances warrant a meeting. If needed, a formal grievance meeting will be called, headed by the Program Manager or their assistant. Prior to this meeting, the client defendant will be given a copy of the grievance so he/she may prepare to respond to the grievance.

At the grievance meeting, the plaintiff will begin stating his/her case. The defendant will then respond. All persons present will be allowed to ask questions of either the plaintiff or defendant. The burden of proof rests with the plaintiff. All decisions will be binding and after the formal grievance procedure has been completed, staff and residents will be expected to regard the matter as settled and in the past.

If a client expresses a concern or makes a complaint concerning their involuntary discharge, he/she may take the following steps:

- The client may request to discuss the matter with the Program Manager, who will make a decision on any corrective action required within the boundaries of his/her authority. When appropriate, the Manager will notify higher-level staff.
- If the client is still unsatisfied with the outcome, he may submit a request for intervention to the Shelter Operator's Executive Director, who will acknowledge receipt within a reasonable time frame. The Executive Director will take any corrective action required within 10 days and inform the client, in writing, of the resolution.

- Clients have the right to ask assistance of another person to speak on their behalf, or to help fill out a grievance form.
- Client grievances will be reported in monthly program reports. The Executive Director or other Shelter Operator executive staff member will review all grievances quarterly and/or annually.
- Grievances and resolutions should be documented in client file and incident reports.

3. Whistleblower Policy

Clients should have several ways in which they may share a grievance – verbally or written, anonymous or through a third party. A suggestion and grievance box will be available in the common area and will be checked weekly by staff.

Confidentiality will be strictly kept between the person making the complaint and the Program Manager which will withhold information internally to the extent prudent where a complaint involves a staff member or volunteer. The Grievance Procedure will be clearly posted in the Policy and Procedure Manual and available at the facility.

SECTION III. STAFFING AND MANAGEMENT PLAN

A. Staff Policies

1. Hiring Policy

The Shelter Operator must be an equal opportunity employer. A copy of its applicable Equal Opportunity and Affirmative Action Policy will be available in the Employee Handbook and through the Human Resources Department of the Administrative Offices.

2. Screening Procedure

Position openings will be posted on various employment networking websites. Potential applicants will be screened through a two-step interview process.

3. Acceptance Procedure

A completed application packet and staff letter of recommendation will be sent to the head of the Human Resources Department who conducts a thorough background check. Every potential applicant will be screened for active warrants, violent felony convictions, sexual offenses which require registration, and legal ability to work. Staff who will be in direct contact with clients will also be required to complete Tuberculosis screening as well as training for mandated reporting policies. The applicant

must successfully complete all screening requirements before they will be able to begin working directly with clients.

Upon hire, the new employee will sign a job agreement form and will be provided a job description informational sheet for their records. They will also attend a general orientation program led by the Head of the Human Resources Department. This orientation will cover important topics, such as but not limited to, sexual harassment policies, and appropriate interactions with co-workers, volunteers, and clients. Training places a heavy emphasis on appropriate conduct between staff and clients. Staff will be expected to adhere to these practices when interacting with clients. Program Managers complete a lengthier program-specific orientation process.

4. Staffing Policies for Safe Humane Environment

The Emergency Shelter/Navigation Center will be staffed to provide the safest, most dignified environment for all clients. All staff will be easily identifiable and will be required to wear Shelter Operator- Approved shirts as well as name tags while on site.

It is recommended that a total of ___ full- time staff and up to ___ part-time staff at the Emergency Shelter Program. Staff will be scheduled to optimize safety of staff, volunteers, and clients and to provide optimal coverage during hours of high volume.

B. Policies for Staff Training

All Emergency Shelter/Navigation Center staff will be trained in emergency evacuation, first aid procedures, mandated reporting policies, crisis intervention, and CPR procedures. This training will be repeated and updated annually and as needed. Staff may receive additional training on different topics as opportunities arise and are needed.

Each staff member also receives on-going in-service training in crisis management. Staff will also be trained in Strength Based Approaches and positive communication skills. Each staff member will be required to attend annual training to update and improve their knowledge. Documentation of training will be kept in each employee's file by the Program Manager and provided to the Head of Human Resources for filing, when appropriate.

Security staff will be provided sensitivity training to better equip them to work with homeless clients, and those in crisis.

1. Emergency Procedures - Evacuation, First Aid, and CPR, 911 Reporting

Emergency Shelter/Navigation Center staff will be trained in fire, earthquake, and chemical spill evacuation procedures when hired and annually. Evacuation drills with all staff and clients will be held and recorded quarterly. Evacuation protocols will be recorded at the Service Desk for reference. Evacuation maps will be posted throughout the facility. All staff will be trained in first aid and CPR

procedures annually. 911 reporting will be taught in orientation and reviewed annually. CPR certificates will be kept in staff files. Universal precautions will be followed.

2. Safety Conduct - Prevention of Abuse, Crisis Intervention, Conflict Resolution

The Shelter Operator will have a required training program in prevention of vulnerable adult abuse, and sexual harassment. Each staff will complete this training program annually. Certificates of completion will be recorded in Human Resource files.

Emergency Shelter/Navigation Center staff will complete a course in conflict resolution and crisis intervention upon hire and annually. Documentation of completion will be recorded in staff file.

3. Appropriate Behavior for Dignity and Respect

Operations, Program, Administrative, and Management staff will be trained in a Strengths Based Perspective model of client care. They will be trained regularly, including at time of hire, on the best methods of working with, treating, and responding to clients who have had difficult and traumatic life experiences. Each staff member will be expected to put these models to use in every interaction they have with clients and potential clients. Staff members will be offered training regularly and expected to participate actively. Notice of completion will be recorded in staff files, and each staff member should have access to this information in the readily available staff handbook.

4. Communication

Clients, Staff, Community

Shelter staff will undergo classes in communication skills – such as handling phone calls, confidentiality policies, crisis management and de-escalation of conflict. The communication skills will be reinforced through practice and reviewed at regular staff meetings as warranted. Courses covering topics such as communication skills with mentally ill persons, receptionist skills, communication with difficult people, and conflict resolution will be completed. This training should be completed at least monthly and will be provided more often, and individually, as needed.

5. Resources and Referrals

Operations, Program, and Employment and Housing Navigator Staff will be oriented to resources, homeless services, and organizations for collaboration and referral. They will also be highly trained staff to connect clients to the Coordinated Entry System, as a system designated Entry Point. A staff representative will attend the Riverside County Continuum of Care meetings.

Protocols for offering and accepting referrals from other agencies will be in place, reviewed by staff, updated, and kept in a manual on-site.

6. Mental Health and Addiction Skills

All Program staff will attend mental health training events which include naming of symptoms, co-occurring diseases, de-escalation techniques, and safety protocols. This training will be completed at time of hire and annually, or as necessary. Staff will attend workshops and training on various aspects of mental health diagnoses, symptoms, and care. Staff will be trained in symptoms of drug abuse, and referrals for treatment. Recovery programs will be encouraged, and off-site referrals will be made as appropriate.

Though sobriety will be not a requirement to stay in the shelter or participate in services, clients will be expected to be able to practice self-care, follow all rules and regulations, and behave appropriately and respectfully toward staff, volunteer, and other clients. Drug use while at the shelter will be prohibited and will result in immediate exit from the program.

7. Self - Care

Regular staff meetings will be held for all staff. Part of the purpose of these meetings will be communication and processing of stressors while working in the difficult environment of an Emergency Shelter/Navigation Center. Staff will be welcome to participate in team-building activities throughout the year, including holiday parties, and events with co-workers.

All staff will be trained in effective communication with coworkers and in proper techniques to address coworker harassment and stressors and will be made aware of the importance in practicing self-care. Staff will be informed of an open-door policy with supervisors and the Head of the Human Resources Department.

8. Annual Staff Evaluation and Training Plan

All staff will be evaluated by their direct supervisor at 90 days from their hire date and at semi-annual intervals. The evaluation form will be stored in the employee file held at the Human Resource office.

9. Documentation of Staff Training

Attendance of and participation in staff training will be recorded in each staff file by the Program Manager of Emergency and Shelter Services. Training required by all staff members will be also recorded in the Human Resources file to ensure each member's knowledge and information will be up-to-date.

C. Volunteer Policies

1. Selection, Screening, and Background Checks

The Emergency Shelter/Navigation Center Volunteer Coordinator will actively recruit through a variety of sources, including schools, faith-based groups, and community programs. Volunteer Coordinators will hold regular Volunteer Recruitment events in order to increase the number of volunteers that serve at the Emergency Shelter/Navigation Center.

Individuals as well as groups will be invited to volunteer at the shelter. Children 13 and older will be able to volunteer, however they must be accompanied by an adult or legal guardian and both adults and guardians must be registered to volunteer on the day they appear.

All potential volunteers will be screened for sex offenses and criminal background checks before being confirmed for volunteer duty.

2. Orientation and Training

The Shelter Operator will include a Volunteer Coordinator position(s) in its staffing plan to support volunteer coordination efforts at the shelter. The Volunteer Coordinator will handle scheduling, orientation, and training of the volunteers.

Before beginning service, volunteers will be provided an Application and Agreement that includes information about volunteer duties, appropriate conduct with clients, staff, and other volunteers. Each volunteer will be required to sign this Agreement before they will be assigned a duty at the shelter. Volunteers who do not agree with the requirements or refuse to sign will not be assigned a duty and will not be able to volunteer at the shelter.

Volunteers will sign up for an open position, time and date using online volunteer scheduling software. Volunteer Coordinators will call and confirm volunteer's date and time and to provide them with the location of the shelter and any necessary important information.

Volunteers will be trained on-site at tasks by the Volunteer Coordinator on duty. Any tasks that require a trained staff member will be supervised by that staff member to ensure accuracy and cleanliness.

Volunteers will be given opportunities to attend community forums and events to receive more training about community resources and network with other community agencies.

Volunteers will be expected to adhere to a strict code of ethics and standards. Those found in violation of this code will be removed from the facility and may be limited in future volunteer opportunities. The volunteer code of ethics includes the following:

a. Each volunteer must maintain a firm commitment to professional conduct

Volunteers of the Emergency Shelter/Navigation Center will be expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers will not engage in verbal abuse, inappropriate jokes, and stories, and or any type of inappropriate interaction with Emergency Shelter/Navigation Center staff or clients.

b. Limiting Relationships with Clients

Volunteers will be prohibited from developing dual relationships with any clients they meet through their volunteer involvement at the Emergency Shelter/Navigation Center. Examples of dual relationships include (but will be not limited to) a volunteer entering into a business, romantic, or sexual relationship with a client. Soliciting clients for their business will be strictly prohibited. Volunteers will be not allowed to be named as having authority to make decisions for a client under any type of power of attorney or other legal procedure.

c. Food and Other Substances

Volunteers will not consume any food items or drinks supplied by the Emergency Shelter/Navigation Center while volunteering. Food and drinks will be purchased solely for the consumption of the homeless clients. Volunteers must also commit to not consuming any type of illicit drugs on the property while volunteering. Volunteers who appear to be under the influence of any substance that impedes their ability to perform their duties safely and efficiently may be turned away.

d. Discrimination

Volunteers will not discriminate against any client. They will not judge an individual based on their race, disability, religious preference, sexual orientation, color, age, veteran status, citizenship, ancestry, national origin, or gender.

e. Volunteer Boundaries

Volunteers will be not permitted to loan or give money to clients, should not meet with clients outside of the Emergency Shelter/Navigation Center without permission from program staff, and will be not allowed to drive clients in their vehicles.

f. Commitment

The Emergency Shelter/Navigation Center will be reliant upon the work of volunteers. This commitment should be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering.

3. Identifiable Lines of Authority

Volunteers will be informed of identifiable lines of authority in their Application Packet. Volunteers will defer to the Volunteer Coordinator on duty to give resources, referrals, and handle situations beyond their responsibility and volunteer agreement.

Volunteers will also have access to the Program Manager or lead staff member on site, for questions and grievances.

All volunteers will be provided a name tag identifying them as such.

4. Descriptions of Volunteer Tasks

Volunteers will be needed 7 days per week to help both in the evening up to __ volunteers (5-8pm), morning hours up to __ volunteers (5-10am) and mid-day hours up to __ volunteers (11-4pm).

The Emergency Shelter/Navigation Center Volunteer/Service Provider Coordinator will ensure all volunteers will be provided tasks and descriptions of any duties they might perform. Tasks and duties include, but will be not limited to:

- Assisting the Intake Specialist in registering and signing in clients at time of entry
- Setting up and breaking down tables for dinners and breakfasts
- Distributing donations and hygiene items
- Organizing and setting up donations of clothing
- Helping direct lines to donations and food
- Serving meals, setting up snacks and drinks for clients
- Organizing recreational activities for clients

SECTION V. ATTACHMENTS

A. Shelter Client Rules

B. Volunteer Policies

ATTACHMENT A

SHELTER CLIENT RULES

EMERGENCY SHELTER

Client RULES

Welcome to the emergency shelter program. The Shelter Staff and Volunteers are working very hard to make your stay safe and comfortable. As a client of the program, you *must* agree in writing to follow these rules at all times:

- 1. Sign-in at the Shelter begins at _____ and ends at _____.** Clients will **NOT be allowed entry into the Sleeping Area before _____.** Clients will **NOT be allowed entry into the Sleeping Area after _____.** Clients may not leave the Sleeping Area after signing in for any reason. **If you leave, you will forfeit your bed.** No exceptions. *(This policy includes but is not limited to going outside to retrieve personal belongings, cigarettes, etc.)*
- 2. No Walk-In/Walk-Out Policy Compliance** is required for all clients who must take the transportation shuttle to and from the Shelter each day. The only exception to this rule is for clients who have received approval to drive and park their vehicle at the shelter facility.
- 3. Alcohol and drugs are NOT permitted** in or around the Shelter Property and they will be confiscated if found. At the discretion of the Site Leader or Management, you may be excluded from the program for that night, or possibly terminated.
- 4. No weapons or objects that may be perceived as weapons are permitted.** If found, they will be tagged by security and kept until you leave. **Anyone with a concealed weapon will be immediately exited from the program.**
- We reserve the **right to search all applicants** for weapons (or items that could be used as weapons), alcohol, and illegal drugs.
- 6. All prescription medication must be checked in with security personnel upon entering the shelter building in its original container.**
- 7. Photo ID's** are required of all registered clients. **Shelter Staff will take photos and thumbprints to produce program ID's for clients, and for security reasons, if necessary.** By entering this program, you give your consent to this.
- 8. All Clients must complete intake and check in** as well as complete all appropriate paperwork with Shelter Staff.
- 9. Showers are strongly recommended** for all shelter clients. Showers *may* be required if lack of personal hygiene becomes a risk to the health & safety of the other shelter guests and staff.

- 10. No smoking inside the shelter.** There is a designated smoking area outside the shelter. Smoking is only permitted in the designated area while staff or security is present.
- 11. Lights go out at *or around* 10:00 PM.** Clients must remain at their beds after lights out.
- 12. The early wakeup call is at _____.** Coffee and breakfast is provided to clients between ____ and ____ AM. Clients are expected to be out of bed by ____ am unless special arrangements have been made due to overnight work or illness. No one is allowed in the Sleeping Area from _____ AM to _____ PM.
- 13. In public areas, shirts, pants are mandatory for men and women** at all times; socks and shoes are strongly encouraged.
- 14. The evening meal is served from _____ PM to _____ PM.** Please clean up around your area after you eat, and wear shoes when in the meal line. Should you have a spill, please notify staff immediately.
- 15. A Cell Phone charging Station will be available for clients to use during designated hours.** Clients are NOT allowed to use ANY unauthorized electrical outlets for any reason.
- 16.** Any undesignated parking either on or off the property is subject to tow at the owner's expense.
- 17.** Large storage lockers will be available for each shelter guest. Shopping carts will not be allowed in the shelter.
- 18. No clients under 18 years of age will be admitted into the shelter.**
- 19.** There is a women's section and a men's section for sleeping. Women are not allowed in the men's section, and men are not allowed in women's section.
- 20.** Only the Site Leader or Manager on duty can expel / prevent any clients from staying at the shelter. Any conflicts between clients should be brought to the attention of the staff immediately. If you are asked to leave and you do not, it is a trespass on City of Corona property.
- 21. Clients can only reserve beds for themselves. Do not place any of your items on another bed** to reserve a space.
- 22. Donations** will be handed out in an orderly fashion by the staff & volunteers. Clients will not interfere with donations being brought in or the distribution of donations.

- 23. The Shelter Program** operates as clients of the City of Corona. As a result, all clients are expected to be **Good Neighbors** and have an obligation to comply with all state and local laws and/or ordinances and shelter rules and behave in a courteous manner at all times. **Complaints from residents, business owners, or public officials may result in warnings to the clients and expulsion from the Shelter program.**
- 24. Any threats or acts of violence** such as loud and disruptive behaviors, threats, fighting, etc. towards staff, volunteers, security, or other clients will result in immediate expulsion.
- 25. Neither Shelter, nor any of its vendor/partners are in any way responsible or liable for lost, stolen, or damaged items that clients bring onto premises. IT IS THE CLIENTS' RESPONSIBILITY TO TAKE ALL PERSONAL BELONGINGS WITH THEM UPON EXITING THE PROGRAM, AND TO CLAIM THEIR ITEMS FROM THE SECURITY CHECK-IN WHEN THEY LEAVE THE PROPERTY. ANY ITEMS LEFT BEHIND MAY BE DISCARDED.**
- 26. Pet Crates are available for client use on a first come, first served basis, dog run space permitting.** All Animals will be permitted ONLY with appropriate documentation (including up-to-date rabies vaccination and dog license from the City of Corona) and approval by site-leader or management. Any animal may be asked to leave at any time due to aggressive or disruptive behavior, or if owner does not properly clean-up after the animal.
- 27. Cash is never to be given** to Staff, Volunteers, or Interns at ANY time.

As a result of signing this form, I have read and do understand that neither Shelter, any of its volunteers, service providers, Security, or any of the vendors providing services for the Emergency Shelter/Navigation Center will be responsible for any loss, theft, or damage to personal property including, but not limited to, Bicycles, Carts, Luggage, Cell Phones, and other items that are brought onto the program property. I understand that program rules may change as necessary and that I am required to abide by any amended rules and protocols as they are created.

I have read the above and agree to follow the Shelter rules.

Name (please print): _____

Signature: _____

Date: _____

ATTACHMENT B

VOLUNTEER POLICIES

Emergency Shelter/Navigation Center Volunteer Policies

1. Each volunteer must maintain a firm commitment to professional conduct

Volunteers of the Emergency Shelter/Navigation Center are expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers will not engage in verbal abuse, inappropriate jokes, and stories, and or any type of inappropriate interaction with Emergency Shelter/Navigation Center staff or clients.

2. Relationships with Clients

Volunteers are prohibited from developing dual relationships with any clients they meet through their volunteer involvement at the Emergency Shelter/Navigation Centre. Examples of dual relationships include (but are not limited to) a volunteer entering into a business, romantic, or sexual relationship with a client. Soliciting clients for your business is strictly prohibited. Volunteers are not allowed to be named as having authority to make decisions for a client under any type of power of attorney or other legal procedure.

3. Food and Other Substances

Volunteers will not consume any food items or drinks supplied by the Emergency Shelter/Navigation Center while volunteering. Food and drinks are purchased solely for the consumption of the homeless clients. Volunteers must also commit to not consuming any type of illicit drugs on the property while volunteering. Volunteers who appear to be under the influence of any substance that impedes their ability to perform their duties safely and efficiently may be turned away.

4. Discrimination

Volunteers will not discriminate against any client. They will not judge an individual based on their race, disability, religious preference, sexual orientation, color, age, veteran status, citizenship, ancestry, national origin, or gender.

5. Volunteer Boundaries

Volunteers are not permitted to loan or give money to clients and should not meet with clients outside of the Emergency Shelter/Navigation Center without permission from program staff.

6. Commitment

The Emergency Shelter/Navigation Center is reliant upon the work of volunteers. This commitment should be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering in the future.

EXHIBIT "F"
PERMANENT LOCAL HOUSING ALLOCATION FINAL GUIDELINES

The attached State Housing and Community Development Permanent Local Housing Allocation (PLHA) Final Guidelines shall govern all Shelter / Navigation Center activities and expenses covered by the \$1,486,616.00 PLHA grants allocated for the Services provided under this Agreement. In accordance with State HCD, City of Corona PLHA funds shall be used to support the operation the Harrison Shelter/Navigation Center.

Accordingly, eligible activities and expenses shall be governed by **Section 401. Eligible Activities**: Assistance to persons who are experiencing homelessness, including provision of emergency shelter, supportive services, and case management services that allow people to obtain and retain housing, and operating costs for emergency shelter/navigation centers. Activities shall be provided in a manner consistent with Housing First practices.

Furthermore, Consultant will use the PLHA funds in a manner consistent with the City of Corona State Standard Agreement 20-PLHA-15093 which states the scope of services for the PLHA funds are as follows:

100% of the PLHA funds will be used for operation of a low-barrier emergency shelter/navigation center. Consistent with the City's five-year Homeless Strategic Plan, the facility will provide 24/7, emergency shelter and multi-disciplinary, wrap-around services for shelter guests. The City will use its existing outreach and engagement teams for shelter referrals. In addition, transportation services will be provided for access to the shelter/navigation center. As part of the low-barrier, housing first model, the shelter will be pet friendly and provide comprehensive services to transition shelter guests out of crisis and into stability, self-sufficiency, and permanent housing. The City's emergency shelter is not a stand-alone service. It is part of a comprehensive system of services to facilitate continuity of care.

[SEE ATTACHED TWENTY-SIX (26) PAGES]

Permanent Local Housing Allocation Final Guidelines



**Gavin Newsom, Governor
State of California**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Douglas R. McCauley, Acting Director
California Department of Housing and Community Development**

2020 West El Camino Avenue, Suite 150
Sacramento, CA 95833

October 2019

The matters set forth herein are regulatory mandates, and are adopted in accordance with the authorities set forth below:

Quasi-legislative regulations ... have the dignity of statutes ... [and]... delegation of legislative authority includes the power to elaborate the meaning of key statutory terms...

Ramirez v. Yosemite Water Co., 20 Cal. 4th 785, 800 (1999)

In consultation with stakeholders, the California Department of Housing and Community Development (Department) may adopt Guidelines to implement this Section, including determining allocation methodologies. Any guideline, rule, policy, or standard of general application employed by the Department in implementing this chapter shall not be subject to the requirements of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Title 2 Government Code, Part 1 of Division 3).

NOTE: Authority Cited: Health and Safety Code Section 50470, subdivision (d).

The Department reserves the right, at its sole discretion, to suspend or amend the provisions of these Guidelines, including, but not limited to, grant award amounts.

INTRODUCTION

Chapter 364, Statutes of 2017 (SB 2, Atkins) was part of a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. Specifically, it establishes a permanent source of funding intended to increase the affordable housing stock in California. The revenue from SB 2 will vary from year to year, as revenue is dependent on real estate transactions with fluctuating activity. The legislation directs the California Department of Housing and Community Development (Department) to use 70 percent of the revenue collected, beginning in calendar year 2019, to provide financial assistance to local governments for eligible housing-related projects and programs to assist in addressing the unmet housing needs of their local communities. This program is hereafter referred to as the Permanent Local Housing Allocation (PLHA) program.

Guidelines for the PLHA program are organized into five Articles as follows:

Article I. General provisions: This article includes information on the purpose of the Guidelines, program objectives, and definitions used throughout the document.

Article II. Program funding: This article describes allocation formulas and methodologies, and award amounts.

Article III. Formula allocation component: This article describes the requirements for Applicants to apply for funds under the formula allocation of the PLHA program.

Article IV. Competitive allocation component: This article describes requirements and uses for PLHA competitive allocation funds.

Article V. Administration: This article describes administrative functions such as terms, non-performance remedies, and reporting and monitoring requirements.

Permanent Local Housing Allocation (PLHA) Program: 2019 Guidelines

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ARTICLE I. GENERAL PROVISIONS

Section 100. Purpose and Scope

- (a) These Guidelines (hereinafter “Guidelines”) implement, interpret, and make specific Chapter 364, Statutes of 2017 (SB 2, Atkins - hereinafter “SB 2”) as authorized by Health and Safety Code (HSC) Section 50470, which created the Building Homes and Jobs Trust Fund and the PLHA program. The principal goal of this program is to make funding available to eligible local governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities. Twenty percent of the funding in the Building Homes and Jobs Trust Fund is required to be expended for Affordable Owner-Occupied Workforce Housing, and the program prioritizes investments that increase the supply of housing to households that are at or below 60 percent of the Area Median Income (AMI), adjusted for household size.
- (b) These Guidelines establish terms, conditions, and procedures for local governments to submit applications to the Department for funds from the PLHA program’s three components, as listed below:
 - (1) Entitlement formula component per HSC 50470(b)(2)(B)(i)(I)
 - (2) Non-entitlement formula component per HSC 50470(b)(2)(B)(i)(II)
 - (3) Non-entitlement competitive grant program component per HSC 50470(b)(2)(B)(i)(I) (eligible Applicants are the same as for component 2 above)
- (c) The non-entitlement competitive grant program component prioritizes assistance to persons experiencing or At risk of homelessness.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(A), subdivision (b)(2)(B)(i) and subdivision (b)(2)(B)(ii)(I-V).

Section 101. Definitions

All terms not defined below shall, unless their context suggests otherwise, be interpreted in accordance with the meanings of terms described in HSC Section 50470.

- (a) “Accessory dwelling unit” (ADU) means a dwelling unit which is attached, detached or located within the living area of the existing dwelling or residential dwelling unit and which provides complete independent living facilities for one or more persons pursuant to Government Code (GC) Section 65852.2 and 65852.22. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling. An Accessory dwelling unit also includes the following: an efficiency unit, as defined in Section 17958.1 of the HSC, or a manufactured home, as

defined in Section 18007 of the HSC.

(b) "Activity" means any single eligible undertaking carried out as part of an Applicant's allocation(s) under the Program.

(c) "Affordable" means a housing unit that satisfies at least one of the following criteria:

1. If the unit is being rented to low-income, Very low-income or Extremely low-income households, it complies with the Multifamily Housing Program guidelines Section 7312 and the Section 7301 definition of "Affordable Rent"; or
2. If the unit is being sold, it is offered at an "Affordable housing cost", as published in the Fannie Mae Selling Guide, Part B, Debt to Income Ratios, as updated annually (<https://www.fanniemae.com/content/guide/selling/b3/6/02.html#DTI.20Ratios>), and it complies with the income limits stated in the definitions of Moderate-Income and Lower-Income in this section; or
3. If the unit is being rented to Moderate-Income households, it is available at a gross rent, including a utility allowance, that does not exceed 30 percent of the applicable income eligibility level, and complies with the definition of Moderate-Income in these guidelines

(d) "Affordable Owner-Occupied Workforce Housing" (AOWH) means owner-occupied housing per HSC Section 50092.1 that is affordable to persons and families of low or moderate income, as that term is defined in HSC Section 50093, except in High-cost areas where Moderate-income shall include households earning up to 150 percent of AMI.

(e) "Annual Progress Report" (APR) means the Housing Element APR required by GC Section 65400 on the prior year's activities and due to the Department April 1 of each year.

(f) "Annual Report" means a form issued by the Department and completed by a Local government awarded PLHA funds on which the Local government documents the uses and expenditures of any allocated funds and outcomes achieved.

(g) "Applicant" means an eligible Local government applying for the program to administer one or more eligible activities. Applicant also means a Local or Regional Housing Trust Fund delegated by an eligible Local government to apply for the program and administer its allocation in accordance with all program rules.

- (h) “Area Median Income” or “AMI” means the most recent applicable county median family income published by the Department, available at the following link:
<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>
- (i) “At risk of homelessness” means the same as defined in Title 24 Section 578.3 of the Code of Federal Regulations and also includes any household receiving rental assistance funded by the California Emergency Solutions and Housing (CESH) program or the California Homeless Emergency Aid Program (HEAP).
- (j) “Capitalized Reserve for Services” means the reserve funded by the Local government pursuant to Section 301(a)(5) to address project supportive service budget deficits attributable to shortfalls in service funding sources.
- (k) “Comprehensive Housing Affordability Strategy” or “CHAS” means annual data compiled by the United States Census Bureau for the U.S. Department of Housing and Urban Development (HUD) to document the extent of housing problems and housing needs, particularly for low-income households.
- (l) “Community Development Block Grant” or “CDBG” means the program created pursuant to Title I of the Housing and Community Development Act of 1974, 42 U.S.C. 5301 et seq., as amended.
- (m) “Department” means the California Department of Housing and Community Development.
- (n) “Extremely Low Income” has the meaning set forth in HSC Section 50106, which is a maximum of 30 percent of AMI. Grantees shall utilize income limits issued by the Department at the following link:
<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>.
- (o) “Fund” means the Building Homes and Jobs Trust Fund pursuant to HSC Section 50470.
- (p) “High-cost area” means those counties defined as high cost by the Federal Housing Finance Agency (at: <https://www.fhfa.gov/DataTools/>) and those counties for which HUD adjusted the Very low income and low-income rents due to high costs (at: https://www.huduser.gov/portal/pdrdatas_landing.html), as published by the Department in the annual PLHA Notice of Funding Availability.
- (q) “Local government” means any city, including a charter city, any county, including a charter county, or a city and county, including a charter city and county.

- (r) "Local Housing Trust Fund" or "Regional Housing Trust Fund" means a public, joint public and private fund or charitable nonprofit organization described in Section 501(c)(3) of the Internal Revenue Code, which was established by legislation, ordinance, resolution (including nonprofit articles of incorporation), or a public-private partnership organized to receive specific revenue to address local or regional housing needs.
- (s) "Low or Lower Income" has the meaning set forth in HSC Section 50079.5, which is a maximum of 80 percent of AMI. Grantees shall utilize income limits issued by the Department at the following link:
<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>.
- (t) "Moderate-Income" has the meaning set forth in HSC Section 50093, which is a maximum of 120 percent AMI, or in High-cost areas, 150 percent of AMI. Grantees shall utilize income limits issued by the Department at the following link:
<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>.
- (u) "Non-entitlement local government" means a Local government in an area which is not a metropolitan city or part of an urban county, a Local government that, as of September 1, 2017, was an incorporated city with a population of less than 50,000 or a county with an unincorporated area population of less than 200,000 persons which had not entered into a three-year Urban County Cooperation Agreement, or a Local government that was not otherwise entitled to receive CDBG funds directly from HUD.
- (v) "Operating subsidies" means payments to owners of affordable housing developments that make the housing more affordable by covering a portion of the ongoing costs of operating the development. Such payments would have the same effect as rental assistance.
- (w) "Owner-occupied" means a dwelling which is occupied by the owner and includes a single family dwelling or a dwelling unit in a stock cooperative, as defined by Business and Professions Code (BPC), Section 11003.2, a community apartment project, as defined by BPC Section 11004, or a condominium project, as defined by subdivision (c) of BPC Section 11004. 5.
- (x) "Plan" means the document submitted by the Applicant to the Department as part of a complete application in which the Applicant proposes to use allocated funds for at least one eligible Activity. The Plan shall have a term of five years. In succeeding years, the Local government is required to obtain the approval of the Department for any amendments made to the Plan, as set forth in Section 302(c)(5).
- (y) "Permanent Local Housing Allocation Program", "Program", or "PLHA" means the program developed to annually allocate 70 percent of the moneys deposited into the Fund pursuant to HSC Section 50470(b)(2)(B)(i).

(z) "Permanent supportive housing" has the same meaning as in HSC Section 50675.14, that is, housing with no limit on the length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing residents in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Permanent supportive housing may include associated facilities if used to provide services to housing residents. Permanent supportive housing does not include "health facility" as defined by HSC Section 1250 or any "alcoholism or drug abuse recovery or treatment facility" as defined by HSC Section 11834.02 or "Community care facility" as defined in HSC Section 1502, "Mental health rehabilitation centers" as defined in Section 5675 of the Welfare and Institutions Code (WIC), or other residential treatment programs.

(aa) "Regional Housing Needs Allocation" or "RHNA" means the share of the regional housing need represented by persons at all income levels within the area significantly affected by the general plan of the city or county allocated to an Applicant Local government pursuant to GC Section 65584(b).

(bb) "Sponsor" means the legal entity or combination of legal entities with continuing control of a Rental Housing Development. Where the borrowing entity is or will be organized as a limited partnership, Sponsor includes the general partner or general partners who have effective control over the operation of the partnership, or, if the general partner is controlled by another entity, the controlling entity. Sponsor does not include the seller of the property to be developed as the rental housing Project, unless the seller will retain control of the Project for the period necessary to ensure Project feasibility as determined by the Department.

(cc) "Very Low Income" has the meaning set forth in HSC Section 50105, which is a maximum of 50 percent of AMI. Grantees shall utilize income limits issued by the Department at the following link:
<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470.5 and 50470, subdivision (b)(2).

ARTICLE II. PROGRAM FUNDING

Section 200. Allocations

(a) SB 2 created a dedicated revenue source for affordable housing and directed the Department to make available 70 percent of the moneys in the Building Homes and Jobs Trust Fund, collected on and after January 1, 2019, to Local governments through the following allocations:

(1) Ninety percent of the moneys available shall be allocated based on the formula used under Federal law to allocate CDBG funds within California. This is the formula specified in Title 42 United States Code (USC), Section 5306.

(A) The amount of funds awarded to each Local government eligible for the entitlement formula component shall be determined by the 90 percent of PLHA funds available pursuant to this paragraph (1) and the percentage of funds received by the entitlement Local government in the CDBG federal fiscal year 2017 allocation process performed by HUD.

(B) Through the formula specified in paragraph (1), the percentage of funds allocated to Non-entitlement local governments shall be distributed to Non-entitlement local governments through a competitive grant program.

(2) Ten percent of the moneys available shall be allocated equitably among Non-entitlement local governments. The equitable allocation awarded to each Local government eligible for the Non-entitlement formula component shall be based on the sum of: (1) 50 percent of the funding available for the Non-entitlement formula component divided by the number of local governments eligible for the Non-entitlement formula component and (2) 50 percent of the funding allocated in proportion to each Non-entitlement local government's share of the total most severe housing need in California's Non-entitlement local governments, based upon the most recent HUD Comprehensive Housing Affordability Strategy.

(b) After funds are appropriated by the Legislature as part of the budget act, the Department will issue one or more Notices of Funding Availability (NOFA). Local governments shall submit an application under the NOFA pertaining to the specific allocation for which the Local government is eligible.

(c) It is recommended that Local governments that were urban counties in accordance with the distribution of funds pursuant to the formula specified in 42 USC, Section 5306 for the federal fiscal year 2017 provide a proportional share of their allocations to Local governments within their county with which they had a three-year Urban County Cooperation Agreement as of September 1, 2017, provided that these Local governments meet the threshold requirements of the PLHA and expend sub-allocated funds for eligible activities within the deadlines of the Standard Agreement governing the sub-allocation.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B).

Section 201. Award Amounts

(a) The formula allocation amounts derived pursuant to the formulas in Section 200 will be announced in the NOFA.

- (b) The maximum application amount and the minimum application amount for the competitive allocation will be stated in the NOFA.
- (c) An Applicant may apply for its formula allocation from the current and two prior NOFAs for which it did not receive an award, provided that the award meets the requirements of Section 304(a).

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B).

ARTICLE III. FORMULA ALLOCATION COMPONENT

Section 300. Eligible Applicants

- (a) Eligible Applicants for the entitlement formula component described in Section 100(b)(1) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section 5306.
- (b) Eligible Applicants for the non-entitlement formula component described in Section 100(b)(2) and the competitive grant program component described in Section 100(b)(3) are limited to the Non-entitlement local governments.
- (c) A Local government may delegate another Local government to submit an application and administer on its behalf its formula allocation of Program funds, provided that the Local governments enter into a legally binding agreement and the funds are expended for eligible Activities and consistent with Program requirements. The delegating Local government shall be identified in the application. The administering Local government shall be responsible for all Program requirements.
- (d) A Local government may delegate a Local or Regional Housing Trust Fund to submit an application and administer on its behalf its formula allocation of Program funds, provided that the Local government enters into a legally binding agreement with the Local or Regional Housing Trust Fund and the funds are expended for eligible Activities and consistent with Program requirements. The delegating Local government shall be identified in the application. The Local or Regional Housing Trust Fund shall be responsible for all Program requirements.
- (e) An Applicant shall not be eligible to receive a new allocation of PLHA funds if it has an uncommitted amount of formula PLHA funds greater than the following:
 - (1) Four times the pending annual allocation if the pending annual allocation is \$125,000 or less;
 - (2) \$500,000 if the pending annual allocation is greater than \$125,000 and less than \$500,000;

- (3) The amount of the pending annual allocation if the pending allocation is \$500,000 or more.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B).

Section 301. Eligible Activities

(a) Eligible Activities are limited to one or more of the following:

- (1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is Affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary Operating subsidies.
- (2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.
- (3) Matching portions of funds placed into Local or Regional Housing Trust Funds.
- (4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
- (5) Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.
- (6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - (A) This Activity may include subawards to Administrative Entities as defined in HSC Section 50490(a)(1-3) that were awarded CESH program or HEAP funds for rental assistance to continue assistance to these households.
 - (B) Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core

components of Housing First, as provided in WIC Section 8255, subdivision (b).

- (7) Accessibility modifications in Lower-income Owner-occupied housing.
 - (8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
 - (9) Homeownership opportunities, including, but not limited to, down payment assistance.
 - (10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing Projects, or matching funds invested by a county in an Affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the Affordable housing Project.
- (b) A Local government that receives an allocation shall use no more than 5 percent of the allocation for costs related to the administration of the Activity(ies) for which the allocation was made. Staff and overhead costs directly related to carrying out the eligible activities described in Section 301 are “activity costs” and not subject to the cap on “administrative costs.” A Local government may share any funds available for administrative costs with entities that are administering its allocation.
 - (c) Two or more Local governments that receive PLHA allocations may expend those moneys on an eligible jointly funded project as provided for in Section 50470 (b)(2)(B)(ii)(IV). An eligible jointly funded project must be an eligible Activity pursuant to Section 301(a) and be located within the boundaries of one of the Local governments.
 - (d) Entitlement Local governments may use the flow of PLHA funds to incentivize private lender loans and to guarantee payments for some or all public agency bond financings for activities consistent with the uses identified in Section 301 “Eligible Activities”. This loan guarantee Activity must be identified and fully explained in the Applicant’s “Plan”.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivisions (b)(2)(B)(ii)(IV), (b)(2)(D)(i-x), and (b)(3).

Section 302. Threshold Requirements

Applicants must meet all the following threshold requirements for participation in the formula allocation:

- (a) **Housing Element compliance:** The Applicant and any delegating Local government, if applicable, must have a Housing Element that has been adopted by the Local

government's governing body by the application deadline and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to GC Section 65585. A Local government's current Housing Element compliance status can be obtained by referencing the Department's website at <http://www.hcd.ca.gov/community-development/housing-element>.

- (b) **APR on the Housing Element submitted to the Department:** The Applicant and any delegating Local government, if applicable, must submit to the Department the APR required by GC Section 65400 for the current or prior year by the application deadline date.
- (1) Please be advised that the Department will not accept other reports in lieu of the APR. Housing Authority Financial Reports, Redevelopment Reports, and other similar reports will not be accepted as meeting this requirement. If uncertain of the status of the report submittal for a Local government, please contact the Department for more information.
- (c) Submit, by the deadline specified in the NOFA, on a form made available by the Department, a complete application which shall meet the following minimum requirements:
- (1) Application requests an allocation pursuant to Section 200 in order to carry out one or more of the eligible activities described in Section 301. Except for a jointly funded project as described in Section 301(c), any activities must be carried out within the jurisdiction of the Applicant Local government.
- (2) Submission of the application is authorized by the governing boards of the Applicant.
- (3) Certification in the resolution that, if the Local government proposes allocation of funds for any Activity to another entity, the Local government's selection process shall avoid conflicts of interest and shall be accessible to the public. For the purposes of this paragraph, "entity" means a housing developer or program operator; "entity" does not mean an administering Local government to whom a Local government delegates its PLHA formula allocation, pursuant to Section 300(d).
- (4) A Plan detailing:
- (A) The manner in which allocated funds will be used for eligible Activities.
- (B) A description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of AMI. Programs targeted at households at or below 60 percent of AMI will be deemed to meet this requirement.

- (C) A description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.
- (D) Evidence that the Plan was authorized and adopted by resolution by the Local government and that the public had an adequate opportunity to review and comment on its content.
- (E) The following for each proposed Activity:
 - (i) A description of each proposed Activity, pursuant to Section 301, and the percentage of funding allocated to it. The description shall specifically include the percentage of funds, if any, directed to AOWH.
 - (ii) The projected number of households to be served at each income level and a comparison to the unmet share of the RHNA at each income level.
 - (iii) A description of major steps/actions and a proposed schedule required for the implementation and completion of the Activity.
 - (iv) The period of affordability and level of affordability for each Activity. Rental Projects are required to have affordability periods of at least 55 years.
- (5) The Plan submitted in response to the NOFA shall be for a term of five years. Local governments shall obtain approval of the Department for amendments made to the Plan in each succeeding year of the term of the Plan. Reallocations of more than 10 percent of funds among Activities require amendment of the Plan, with approval granted by the governing body at a publicly noticed public meeting.
- (6) A certification that, if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the following requirements if the property is no longer the primary residence of the homeowner due to sale, transfer or lease, unless it is in conflict with the requirements of another public funding source or law:
 - (A) The PLHA loan and any interest thereon shall be repaid to the Local government's PLHA account. The Local government shall reuse the repayments consistent with Section 301; or
 - (B) The initial owner and any subsequent owner shall sell the home at an Affordable housing cost to a qualified Lower-Income or Moderate-Income household; or
 - (C) The homeowner and the Local government shall share the equity in the unit pursuant to an equity-sharing agreement. The grantee shall reuse the proceeds

of the equity-sharing agreement consistent with this section.

- (7) A certification that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make the PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years.
- (8) A Program income reuse plan describing how repaid loans will be reused for eligible activities specified in Section 301.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii).

Section 303. Application Review

- (a) Applicants must submit a complete application by the deadline stated in the NOFA in order to be eligible for funding. Application forms provided by the Department will be available upon release of the NOFA and will require Applicants to submit the forms and other documents to demonstrate that the Local government has met threshold requirements.
- (b) The Department may request additional information to complete its review.
- (c) Applications recommended for funding are subject to conditions specified by the Department. Applicants will receive an official letter of award after the Department approves funding recommendations.
- (d) The Department may issue an Over-the-Counter formula allocation NOFA after completing the NOFA process so that Local governments who were not able to submit formula allocation applications by the application deadline will have another opportunity to do so.
- (e) If funding proposed in Local government Plans for AOWH activities is lower than 20 percent of the moneys available in the Fund, the Department may require Local governments to use a specific percentage of their annual formula allocations in some future year for AOWH activities as part of the annual funding process.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(A).

Section 304. Deadlines and Funding Requirements

- (a) The initial PLHA application, including the Plan, must be submitted within 48 months of the budget appropriation (for example, the budget appropriation for 2019 is July 1, 2019, so the application deadline is June 30, 2023).
- (b) Funds allocated to Local governments that do not submit a complete application by the deadline stated in subsection (a) will revert to the Housing Rehabilitation Loan Fund for the Multifamily Housing Program or for Department-administered technical assistance to Local governments.
- (c) A Local government may petition the Department to return any funds allocated to it to be used for the Multifamily Housing Program.
- (d) Except for predevelopment expenses for construction projects funded by PLHA and costs to develop and prepare the Plan and the PLHA application, no costs incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the Plan and the PLHA application are subject to the cap on administrative fees.
- (e) After the Standard Agreement and attachments have been finalized, the Local government will follow provided instructions for signing all required documents. The Local government must submit all supporting materials and a signed Standard Agreement within the timeline provided in the instruction.
- (f) After the Standard Agreement has been executed by the state, the Local government may submit a request for 100 percent of the funds allocated to be used for eligible expenditures for the Activity(ies) that received the award, and subject to the terms and conditions of the Standard Agreement.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(i) and subdivision (b)(2)(B)(ii)(VI).

ARTICLE IV. COMPETITIVE ALLOCATION COMPONENT

Section 400. Eligible Applicants

- (a) Eligible Applicants for the non-entitlement competitive allocation described in Section 100(b)(3) are limited to Non-entitlement local governments. For development of Rental Housing Projects, the Sponsor must be a co-Applicant.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(i)(I).

Section 401. Eligible Activities

- (a) Eligible Activities are limited to the following and must take place within the jurisdiction of the Applicant Local government:
- (1) Development of new multifamily rental housing that is Affordable to households at or below 60 percent of AMI or substantial rehabilitation of multifamily rental housing that will be Affordable to households at or below 60 percent of AMI, but which is not currently restricted as Affordable housing; or
 - (2) Assistance to persons who are experiencing or At risk of homelessness, including, but not limited to, through rapid rehousing, or rental assistance, supportive services and case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers, or new construction, rehabilitation, or preservation of permanent or transitional rental housing.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(i)(I)(ia), (b)(2)(B)(i)(I)(ib) and subdivision (b)(2)(B)(ii)(V).

Section 402. Threshold Requirements

Applicants must meet all the following threshold requirements for participation in the competitive allocation:

- (a) **Housing Element compliance:** The Applicant must have a Housing Element that has been adopted by the jurisdiction's governing body by the application deadline date and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to GC Section 65585. A Local government's current Housing Element compliance status can be obtained by referencing the Department's website at <http://www.hcd.ca.gov/community-development/housing-element>.
- (b) **APR on the Housing Element submitted to the Department:** The Applicant must submit to the Department the APR required by GC Section 65400 for the current or prior year by the application deadline date.
- (1) Please be advised that the Department will not accept other reports in lieu of the APR. Housing Authority Financial Reports, Redevelopment Reports, and other similar reports will not be accepted as meeting this requirement. If uncertain of the status of the report submittal for a Local government, please contact the Department for more information.
- (c) Submit by the deadline specified in the NOFA, on a form made available by the Department, a complete application which shall meet the following minimum requirements:
- (1) Application requests a grant pursuant to Section 100(b)(3) in order to carry out one

or both of the eligible Activities set forth in Section 401.

- (2) Submission of the application is authorized by the governing board of the Applicant and by the developer co-applicant, if any.
- (3) Certification in the resolution that, if the Local government proposes allocation of funds for any Activity to another entity, the selection process shall avoid conflicts of interest, and shall be accessible to the public.
- (4) Demonstration of readiness, including site control for development Projects, land use entitlements, environmental review and commitments of other funding and resources required, as further set forth in the NOFA;
- (5) Underwriting requirements:
 - (A) Uniform Multifamily Regulations Subchapter 19 of Title 25, Division 1, Chapter 7 (commencing with Section 8300), as amended from time to time, and the Multifamily Housing Program Guidelines (commencing with Section 7300), as amended from time to time, are hereby incorporated by reference into this subchapter and shall apply to Rental Housing Developments receiving assistance under the PLHA competitive allocation. In the event of a conflict between the provisions of Subchapter 19 and these Guidelines, the provisions of these Guidelines shall prevail.
 - (i) Section 8312(c) of the Uniform Multifamily Regulations is hereby amended to read:
 - (c) For Projects utilizing 4 percent tax credits, Developer Fee payments shall not exceed the amount that may be included in Project costs pursuant to 4 CCR, Section 10327. In addition, the Developer Fee paid from development funding sources shall not exceed the following:
 - (1) For acquisition and/or rehabilitation Projects, or adaptive reuse Projects, the lesser of the amount of Developer Fee in Project costs or \$2,000,000.
 - (2) For new construction Projects, the base limit shall be the lesser of the amount that may be included in Project costs or \$2,200,000. To arrive at the final limit on Developer Fee paid from development funding sources, the base limit shall then be multiplied by a ratio that is the average of (i) the difference between 2 and the Project's high-cost ratio, as calculated pursuant to 4 CCR, Section 10317(i)(6) or successor language and (ii) 100 percent.
 - (ii) Section 8312(d) of the Uniform Multifamily Regulations shall not apply.
 - (iii) Section 8314(a)(1)(A) of the Uniform Multifamily Regulations is amended to read:
 - (A) Approved deferred Developer Fee, pursuant to Section 8312, provided that the aggregate of the Developer Fee paid from sources and paid as deferred shall not exceed \$3,500,000.

(B) Period of affordability: All assisted rental units shall be restricted for not less than 55 years.

(C) All development Projects shall demonstrate fiscal integrity.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii).

Section 403. Selection Criteria

(a) Applications submitted within a competitive funding round shall be evaluated using the following criteria. Total available points shall equal 100.

1. Priority Points – 25 points

A. Population - 5 points

(i) If the Applicant is a county that has a population of 200,000 or less within the unincorporated areas of the county, the Applicant shall receive all points.

B. Prior Award – 5 points

(i) If the Applicant did not receive an award based on the formula specified in 42 USC, Section 5306 in 2016, the Applicant shall receive all points.

And either C (i) or C (ii) or C (iii) below:

C. Activity

(i) Assistance for Homeless Persons through Program Activities – 15 points

(a) Applications to assist persons experiencing or At risk of homelessness, including, but not limited to, through programs providing rapid rehousing, or rental assistance, or operating assistance to navigation centers shall receive all points.

Or

(ii) Assistance to Homeless Persons through Development of Navigation Centers– 15 points

(a) Applications for construction of navigation centers shall receive all points.

Or

(iii) Assistance for Homeless Persons through Rental Projects – 15 points

- (a) Applications for the new construction, rehabilitation, or preservation of permanent or transitional rental housing in which all or at least 10 percent of the units are restricted to occupancy by tenants who are homeless or At risk of homelessness shall receive all points.

2. Evaluation Criteria – 75 points

Precise scoring for these factors will be set forth in the NOFA.

A. Community Need – 30 points

- (i) Applicants will receive up to a maximum of 30 points based on the rate of households experiencing the most severe housing need according to the most recent HUD CHAS dataset in the Applicant Local government. Applicants will receive points in proportion to this percentage.

B. Applicant Administrative Experience – 15 points

- (i) Applicants with prior experience administering local, state or federal affordable housing or community development programs or who have entered into a contract with an entity with prior experience in the implementation of local, state or federal affordable housing or community development programs will receive up to 15 points.

C. Demonstrated Capacity – 30 points

- (i) Capacity points will be based on:

- (a) Sponsor experience in Affordable Rental Housing Development and ownership (Up to 30 points) or
- (b) Navigation center development experience (for development of these facilities) (Up to 30 points) or
- (c) Program Operator experience (for non-development Activities) (Up to 30 points)

- (b) Where applications requesting funds for more than one eligible Activity pursuant to Section 401 are permitted by the NOFA, each Activity will receive a separate score for each rating factor, and have an individual Activity total. It is possible that one Activity may score highly enough to receive an award, and the other Activity does not.

- (c) In the event of tied point scores and insufficient funding for both applications, the Department shall rank the tied applications as follows:

- (1) If one of the tied applications is for an Affordable Rental Housing Development and the other is for a program Activity or development of a navigation center, the

- Affordable Rental Housing Development application will be selected for funding;
- (2) If one of the tied applications is for a navigation center and the other is for a program Activity, the navigation center will be selected for funding;
 - (3) If both of the tied applications are for Affordable Rental Housing Developments, the Project with the lowest weighted average affordability of Restricted Units will be selected;
 - (4) If both of the tied applications are for navigation centers, the facility that provides overnight shelter to the greatest number of people will be selected;
 - (5) If both of the tied applications are for programs, the Local government with the highest rate of households experiencing the most severe housing need according to the most recent HUD CHAS dataset will be selected.
- (d) In the event there are insufficient funds to fulfill the entire funding request for the next highest scored application (Application A), the Department will determine whether Application A is feasible without the full funding request. If Application A is not feasible without full funding, the Department may offer the remaining funds to the application whose score is immediately below Application A. If the remaining funds are insufficient to fulfill the funding request for that application (Application B), the Department will again determine whether this application is feasible without the full funding request. If Application B is not feasible without the full funding request, the Department will perform the same analysis for the application whose score is immediately below Application B.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(i)(I)(ia) and subdivision (b)(2)(B)(ii)(V).

Section 404. Application Review

- (a) Applicants must submit a complete application by the deadline stated in the NOFA in order to be eligible for funding. Application forms provided by the Department will be available upon release of the NOFA and will require Applicants to submit the forms and other documents to demonstrate that the Local government has met threshold requirements. The application will require submission of documentation adequate to demonstrate that the application has earned the appropriate number of points.
- (b) The Department may request additional information to complete its review, provided that the new information would not affect scoring.
- (c) Applications recommended for funding are subject to conditions specified by the Department. Applicants will receive an official letter of award after the Department approves funding recommendations.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii).

Section 405. Deadlines and Funding Requirements

- (a) Applicants will be required to enter into a state Standard Agreement (Standard Agreement) that will set forth conditions for funding and milestones that are required to be met.
- (b) After the Standard Agreement and attachments have been finalized, the Local government will follow provided instructions for signing all required documents. The Local government must submit all supporting materials and a signed Standard Agreement within the timeline provided in the instructions or risk forfeiting the grant award.
- (c) Except for predevelopment expenses for construction projects funded by PLHA and the costs to develop and prepare the PLHA application, no costs incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the PLHA application is subject to the cap on administrative fees.
- (d) Grant funds shall not be disbursed until:
 - (1) the Department authorizes loan closing, in the case of development projects; or
 - (2) all general and special conditions have been complied with, in the case of other Activities.
- (e) If funds are used for the development of an Affordable Rental Housing Development, the Local government shall make the PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the project. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Department-approved underwriting of the project for at least 55 years.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(VI).

ARTICLE V. ADMINISTRATION

Section 500. Accounting Records

- (a) The grantee shall establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the approved work plan, budget, and schedule. Separate bank accounts are not required.
- (b) The grantee shall maintain documentation of its financial records for expenditures incurred during the course of the PLHA Activity in accordance with generally accepted accounting principles. Such records shall be kept for at least five years after the close-out report is submitted to the Department.

- (c) The Department or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to the PLHA grant.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(III) and subdivision (b)(2)(B)(IV) and subdivision (b)(3).

Section 501. Audits/Monitoring of Project Files

- (a) Grantee shall maintain PLHA files which, at a minimum, should include the following information and reports:
 - 1) Project/Activity description
 - 2) Land/site Information
 - 3) Planning & zoning history (as appropriate)
 - 4) Records of public hearings and public comments
 - 5) Relocation needs (as appropriate)
 - 6) Contracts, loan and grant agreements, Standard Agreement
 - 7) Environmental records & reports/findings (as appropriate)
 - 8) Design/engineering reports & plans (as appropriate)
 - 9) Description of targeted beneficiaries, services to be provided, household incomes, special needs
 - 10) PLHA Activity costs, invoices, purchase orders, sources and uses of funds for PLHA Activities, terms & conditions of financings, draws and all supporting documentation, change orders (as appropriate)
 - 11) Activity schedule and amendments
 - 12) History of Plan amendments
 - 13) Procurement policy used for PLHA Activity(ies)
- (b) The grantee shall maintain such records for possible audit for a minimum of three years after the close-out report is submitted, unless a longer period of records retention is stipulated in the Standard Agreement.
- (c) The grantee shall be responsible for monitoring Rental Housing Developments that received PLHA funds for the term of the loan, including, but not limited to, the Projects' compliance with the occupancy and rent requirements set forth in the Regulatory Agreement, compliance with reserve requirements, and the compliance with habitability standards.
- (d) The grantee shall be responsible for monitoring AOWH loans to assure that the homes remain Owner-occupied.
- (e) If requested by the Department, the grantee shall obtain a report from a qualified,

licensed third party that certifies to the amounts of disbursement and identifies the specific Activities for which the disbursements were made. Such a report is permitted to be a component of the A-133 audit.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(IV) and subdivision (b)(3).

Section 502. Cancellation and Termination

- (a) In the event that it is determined, at the sole discretion of the Department, that the grantee is not meeting the terms and conditions of the Standard Agreement, the Department shall issue a notice to stop work. Immediately upon receiving the written notice to stop work, the grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine the grantee's compliance with the terms and conditions after issuance of a stop work order, and to deliver a written notice to the grantee to resume work under this Standard Agreement.
- (b) The Department shall terminate the Standard Agreement if the grantee is not in compliance with the Guidelines or the terms and conditions of the Standard Agreement. At least 30 days prior to the effective date of the termination of the Standard Agreement, the Department shall provide written notice to the grantee of its intent to cancel the funding allocation. The notice shall specify the reason for early termination and may permit the grantee or the Department to cure any deficiency(ies) prior to the early termination date. The grantee will submit requested documents to the Department within 30 days of the early termination notice.
- (c) Failure to meet reporting requirements will result in notice to the grantee that it must satisfactorily cure any deficiencies within three months of the notice or it will forfeit the following year's PLHA formula allocation and be ineligible for a competitive award. The Local government will forfeit subsequent PLHA formula allocations and be ineligible for a competitive award until the Department determines that the Local government has met reporting requirements.
- (d) The Department may, as it deems appropriate or necessary, request the repayment of funds from a Local government or offset future years' funds, or pursue any other remedies available to it by law for failure to comply with the Guidelines and/or the terms and conditions of the Standard Agreement.
- (e) Co-Applicants may be adversely impacted by a notice to stop work and/or termination if one grantee is deemed by the Department to not meet the terms and conditions of the Standard Agreement, or fails to meet the reporting requirements outlined in Section 503.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(IV) and subdivision (b)(3).

Section 503. Reporting

- (a) The Department shall provide grantees with reporting formats and instructions.
- (b) Annual Reports are required from all grantees pursuant to HSC Section 50470(b)(2)(B)(ii)(III) each year by July 31 for the term of the Standard Agreement. The Annual Report shall document the uses and expenditures of all awarded allocations and outcomes achieved. This report must be signed by both the Local government's PLHA administrator and the Local government's City Manager (or his/her designee), or Chief Executive Officer (or his/her designee) or Chief Financial Officer (or his/her designee). The Annual Report must describe any proposed amendment(s) to the approved Activity and schedule.
- (c) Upon expenditure of all allocated funds and completion of the Activities funded by PLHA, the grantee shall submit a close-out report, which will be part of the Annual Report.
- (d) The Department may request additional information as needed to meet other applicable reporting or audit requirements.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(III) and subdivision (b)(2)(B)(ii)(IV).

EXHIBIT "G"
LEASE AGREEMENT
HARRISON SHELTER AND 5TH STREET HOUSING UNITS

[SEE ATTACHED ONE HUNDRED THIRTY TWO (132) PAGES]

EXHIBIT G

CITY OF CORONA

LEASE AGREEMENT HARRISON SHELTER AND 5TH STREET HOUSING UNITS MERCY HOUSE LIVING CENTERS

1. PARTIES AND DATE

This LEASE AGREEMENT (hereinafter “Agreement”) is entered into by and between the CITY OF CORONA, a California municipal corporation (hereinafter “City”), and MERCY HOUSE LIVING CENTERS, a California domestic nonprofit corporation (hereinafter “Operator”). This Agreement shall become effective as of December 7, 2022. Operator and City are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS

2.1 Harrison Shelter. City is the owner of certain real property located at 420 West Harrison Street, in the City of Corona, County of Riverside, State of California, (Assessor Parcel No. 119-290-049) commonly referred to as the “Harrison Shelter” (the “Shelter”).

2.2 5th Street Housing Units. City is the owner of certain real property located at 926 and 932 West Fifth Street, in the City of Corona, County of Riverside, State of California, (Assessor Parcel No. 118-283-013), which is improved with twelve (12) multi-family housing units (the “5th Street Units”).

2.3 Lease of the Shelter. Operator desires to lease that certain portion of the Shelter described and illustrated on Exhibit “A,” attached hereto and incorporated herein by reference, and to operate thereon a homeless shelter and provide low-barrier, crisis stabilization shelter and supportive services to the homeless residents of the City of Corona in accordance with the terms and conditions set forth in this Agreement. Operator acknowledges and understands that the City will lease, by separate agreement, the remaining portion of the Shelter to the Centro Medico Community Clinic, Inc., a California nonprofit corporation for the provision of dental, medical, and behavioral health services to the homeless residents of the City of Corona.

2.4 Lease of the 5th Street Units. Operator also desires to lease the 5th Street Units and to operate and manage thereon permanent supportive housing for chronically homeless or disabled homeless residents with documentable ties to the City of Corona in accordance with the terms and conditions set forth in this Agreement.

2.5 Leased Premises. The Shelter and the 5th Street Units may be collectively referred to as the “Leased Premises” in this Agreement.

2.6 Homeless Services. As consideration for the lease of the Leased Premises, Operator shall also develop, provide and implement certain related homeless services and programs, as further described in this Agreement.

3. GENERAL LEASE TERMS

3.1 Right of Possession; Specific Use Exclusion. City hereby leases to Operator and Operator hereby leases from City, the Leased Premises on the terms and conditions hereinafter set forth in this Agreement, for the specific use and purpose set forth in Sections 3.1.1 and 3.1.2, as applicable (“Specific Use”).

3.1.1 Shelter. The Shelter shall be used as a year-round, low-barrier emergency shelter and navigation center with a total of forty (40) beds available 24 hours a day, 7 days a week for homeless residents with documentable ties to the City of Corona. The City reserves the right to waive the requirement for homeless residents to have documentable ties to the City on a case-by-case basis as requested by the Corona Police Department as necessary for enforcement of the Corona Municipal Code (“CMC”) and other applicable laws. The Shelter shall provide thirty (30) beds for single adult males, five (5) beds for single adult females and five (5) post-hospital recuperative care beds. Operator shall use, occupy and operate the Shelter in strict compliance with the Shelter Operations Plan attached hereto as Exhibit “B” and incorporated herein by reference, as may be amended from time to time by the City’s Representative. The Shelter shall also be used to provide shelter-related services, including, but not limited to, job counseling and job search services, clothing, food, case management, life skills training, mental health care, health care, and housing counseling and housing navigation services, which are more particularly described in Exhibit “B”.

3.1.2 5th Street Units. The 5th Street Units shall be used for permanent supportive housing to serve homeless with qualifying disabilities and/or chronically homeless residents with documentable ties to the City of Corona in accordance with the 5th Street Permanent Supportive Housing Program described in Exhibit “C” attached hereto and incorporated herein by reference. Subject to the requirements of Section 3.19 of this Agreement, Operator shall be authorized to enter into rental agreements with eligible tenants for the 5th Street Units provided that such tenancy satisfies all requirements of the 5th Street Permanent Supportive Housing Program and all other requirements set forth herein.

3.2 Term. The term of this Agreement shall commence on December 7, 2022 (“Commencement Date”) and continue until terminated as provided in Section 5 herein (“Term”).

3.2.1 No Holdover. Operator has no right to retain possession of the Leased Premises or any part thereof beyond the expiration or termination of this Agreement. Nothing contained herein shall be construed as consent by City to any holding over by Operator.

3.3 Rent. All monetary obligations of Operator to City under the terms of this Agreement are deemed to be rent (“Rent”).

3.3.1 Shelter. In consideration for Operator’s valuable public services and benefits provided through this Agreement, Rent shall be waived for the use of the Shelter by Operator for the Specific Use described in Section 3.1.1.

3.3.2 5th Street Units. As Rent for the 5th Street Units, Operator shall make an annual payment, on or before August 15th of each fiscal year, equal to the Residual Receipts/Program Income (defined below) from the operation and management of the 5th Street Units. Such annual payments shall be accompanied by the Operator’s report of the Residual Receipts/Program Income. Operator shall

provide the City with the audited financial statement provided for in Section 3.3.2.3, and any other documentation reasonably requested by City to substantiate Operator's determination of Residual Receipts/Program Income.

3.3.2.1 Definition of Residual Receipts/Program Income. For the purposes of this Agreement, "Residual Receipts" shall mean the sum of money computed as follows:

All rents, revenues, consideration or income (of any form) received by Operator in connection with or relating to the leasing, management or operation of the 5th Street units, including any net revenue from contributions, loans or grants which is not required to meet future project obligations ("Gross Revenue") less all of the following: all customary and reasonable costs and expenses reasonably and actually incurred in connection with the operation and maintenance of the 5th Street Units, including but not limited to premiums for property insurance and liability insurance, property management services for tenant recruitment, selection, and if necessary, eviction; utility services not paid directly by tenants; maintenance and repair costs not covered by the City; security services and staffing costs to provide social/supportive services, and 24/7 on call facility maintenance personnel in an amount approved as part of the Annual Budget (defined below); reasonable amounts (approved by City) expended to restore the 5th Street Units after a casualty loss or condemnation; reasonable and customary cost for accounting and auditing the books and records of the 5th Street Units; taxes; franchise tax filing fees; and any reserves reasonably required for the operation and management of the 5th Street Units that are approved by the City (collectively, "Operating Expenses").

3.3.2.2 Annual Budget. Operator shall prepare and submit to the City a proposed annual operating budget for the management and operation of the 5th Street Units ("Annual Budget") no later than 60 days preceding the effective fiscal year of such budget. The Annual Budget shall include the projected Gross Revenue and Operating Expenses for the year and a line item showing the projected Residual Receipts/Program Income from the 5th Street Units for the year. The City will review the Annual Budget and, if acceptable, approve it, which approval shall not be unreasonably withheld. If the Annual Budget is not acceptable, the City shall specify the reasons for disapproval. The intent of this section is to provide the City an opportunity to disapprove any unreasonable expenses which would diminish the Residual Receipts/Program Income from the 5th Street Units. Once approved, any changes to the Annual Budget which exceed ten percent (10%) of the total Annual Budget shall require the City's prior written consent, which consent shall not be unreasonably withheld.

3.3.2.3 Audited Financial Statement. Operator shall annually provide to the City an audited financial statement documenting the calculation of Residual Receipts/Program Income for the previous fiscal year ending June 30. The audited financial statement shall be provided on or before August 15 of the new fiscal year, together with payment of the Residual Receipts/Program Income payment due to the City. The City shall have the right to inspect and audit Operator's books and records concerning the calculation of the Residual Receipts and to object within ninety (90) days from receipt of Operator's statement. Failure to timely object shall be deemed acceptance. If the City does object, the City shall specify the reasons for disapproval. Operator shall have thirty (30) days to reconcile any disapproved item. If Operator and the City cannot agree on the amount of the Residual Receipts/Program Income payment, an independent auditor mutually selected by Operator and the City shall resolve any disputed items. The cost of the auditor shall qualify as an allowable Operating Expense.

3.4 Late Charges. Operator hereby acknowledges that late payment by Operator to City of any payment under this Agreement or any other sums due hereunder will cause City to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any payment, or any other sum due from Operator to City is not received by the City within five (5) days after such amount is due, whether or not any notice of default or another notice has

been given, Operator shall pay a late fee equal to five percent (5%) of all delinquent amounts. The Parties hereby agree that such interest charges represent a fair and reasonable estimate of the costs City will incur by reason of late payment by Operator. City's acceptance of payment of such fees shall not constitute a waiver of Operator's default with respect to the overdue sum, or prevent City from exercising any of its other rights and remedies under this Agreement. In the event that any check or other instrument of payment given by Operator to City is dishonored for any reason, the City may charge a returned check fee, in addition to five (5) percent of the delinquent amount, if any.

3.5 Utilities; Janitorial Services. Operator shall make all arrangements for and pay (or require tenants at the 5th Street Units to pay) for all utilities serving the Leased Premises, including but not limited to telephone, internet, gas, electricity, water, heat, light power, and trash collection, and any associated connection charges. Operator shall pay for janitorial services for the Shelter. The cost of janitorial services for the 5th Street Units shall qualify as an allowable Operating Expense. The cost of janitorial services for the Shelter may be included as a budgeted operating expense in the Shelter Funding Agreement.

3.6 Obligation to Refrain from Discrimination. Operator covenants and agrees for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person, or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12936.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Leased Premises nor shall the Operator, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, subtenants, sublessees or vendees in the Leased Premises.

3.7 Waste and Nuisance. Operator shall not commit or permit any waste on or about the Leased Premises, nor commit or maintain any public or private nuisance on or about the Leased Premises. Operator shall use its best efforts to prevent any third party from committing any waste on or about the Leased Premises, or from committing any public or private nuisance on or about the Leased Premises.

3.8 Compliance with Laws, Rules, Regulations. Operator shall at all times comply with the requirements of local, state and federal laws, rules, orders and regulations now in force or which may hereinafter be in force ("Regulations"). In order to comply with the Regulations, Operator shall obtain, at its sole cost and expense, all licenses, permits and approvals that the Regulations require for the use or operation of the Leased Premises, the cost of which shall qualify as an allowable Operating Expense for the 5th Street Units and may be included as a budgeted operating expense for the Shelter in the Shelter Funding Agreement. The Operator shall maintain all licenses, permits and approvals throughout the Term of this Agreement.

3.9 Use of Leased Premises.

3.9.1 Operator's Personnel and Invitees. Operator shall be responsible for the use of the Leased Premises and any Common Areas (as defined in Section 3.10.1) within the Leased Premises, by the Operator and its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Operator's presence or activities under this Agreement ("Operator's Personnel and Invitees").

3.9.2 General Rule. Operator shall use and occupy the Leased Premises only for the Specific Use and no other purpose. Changes in Specific Use of the Leased Premises must be submitted for approval by City, prior to any change. Operator shall also not occupy or use, or permit the Leased Premises or any part thereof to be occupied or used, for any unlawful or illegal business, use or purpose, nor for any business, use or purposes which is disreputable or extra-hazardous. Operator shall immediately, upon discovery of any such unlawful, illegal, disreputable or extra-hazardous use, take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove occupants or other persons guilty of such unlawful, illegal, disreputable or extra-hazardous use.

3.9.3 5th Street Units Regulatory Agreement. Operator understands and acknowledges that the 5th Street Units are subject to the terms, conditions and covenants set forth in that certain Regulatory Agreement (Mission Apartments) dated May 16, 2012 and recorded in the Official Records of the County of Riverside on July 9, 2012 as Document No. 2012-0317351 and that certain First Amendment to the Regulatory Agreement (Mission Apartments) dated March 19, 2014 and recorded in the Official Records of the County of Riverside on March 20, 2014 as Document No. 2014-0103954 (collectively, the “Regulatory Agreement”), attached hereto as Exhibit “D” and incorporated herein by reference. Operator shall use, occupy, operate and rent the 5th Street Units in strict compliance with the Regulatory Agreement. Operator hereby expressly assumes the duty and obligation to perform and comply with each of the covenants, restrictions and reservations set forth in the Regulatory Agreement, including, without limitation, all obligations imposed upon CNRM as set forth in the Regulatory Agreement.

3.10 Common Areas & Use of Other Facilities.

3.10.1 Common Areas. Operator shall use reasonable diligence to maintain or cause to be maintained the Common Areas, which areas are generally described as those portions of the Leased Premises made available for the non-exclusive use of tenants or occupants of the Leased Premises and their owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with the tenant’s presence or activities under this Agreement (“Common Areas”). Operator shall operate, manage, equip, light, repair and maintain the Common Areas for their intended purpose. Operator and Operator’s Personnel and Invitees shall have the non-exclusive right, in common with the City and all others to whom City has granted or may hereafter grant rights, to use the Common Areas, subject to such reasonable rules and regulations as City may from time to time impose. Operator expressly understands, acknowledges and agrees that City shall not be liable or responsible in any manner for any property owned, used or maintained by Operator or Operator’s Personnel and Invitees, or any other property for which any of them is or may be responsible, which is located, stored or left in the Common Areas, either with or without permission of the City, and Operator hereby assumes the risk and waives all claims and demands, pursuant to Section 3.22 below, and shall defend, indemnify and hold harmless, pursuant to Sections 3.23 and 3.24 below, the Indemnified Parties (as defined in Section 3.23) for anything that may happen to such property.

3.11 Vehicle Parking. Operator, its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Operator’s presence or activities under this Agreement may park in the public parking areas on and around the Leased Premises. Said parking areas shall be used for parking by vehicles no larger than full-size passenger automobiles, pick-up trucks or sport utility vehicles. Notwithstanding the foregoing, tenants permitted to occupy the 5th Street Units may park in the carport parking space assigned to the tenant’s unit. To accommodate overnight, overflow parking for the Operator and any other personnel working at the Shelter, on-street parking for a limited number of vehicles is permitted on Harrison Street between the hours of 8 pm to 8 am. If additional spaces are needed to accommodate staff, vendors, or authorized

guests with vehicles, the City will evaluate parking demand and determine if additional on-street parking is warranted.

3.12 Repairs and Maintenance.

3.12.1 Obligations of Operator. Operator shall, maintain, repair and replace, and keep in good and safe condition, all portions of the Leased Premises not required to be maintained, repaired or replaced by City as provided in Section 3.12.2, including, but not limited to the following: (i) appliances; (ii) flooring replacement; (iii) painting; (iv) window coverings/screens; (v) and landscape maintenance. Any repair and maintenance costs incurred by Operator pursuant to this section shall qualify as an Operating Expense for the 5th Street Units and may be included as a budgeted operating expense for the Shelter in the Shelter Funding Agreement.

3.12.2 Obligations of City. City shall, at City's expense, maintain, repair and replace, and keep in a good and safe condition the following: (i) the roof, foundation, exterior walls and all structural components of the Leased Premises; (ii) the plumbing, electrical wiring and systems, and the heating, ventilating and air conditioning systems, except for routine maintenance or repair of such items solely within the Leased Premises; (iii) the plumbing and electrical fixtures; (iv) the security systems (cameras, alarms, keypads, etc.); (v) the monthly service fees for the security system for the Shelter and the 5th Street Units; and (vi) internet service at the Shelter. The foregoing obligations of City shall not apply to any damage to the Leased Premises (including the Common Areas) arising as a result of the willful acts or negligence of Operator, its employees, agents, tenants, invitees or assigns, or any occupants of the Leased Premises, the repair or restoration of which shall be the sole responsibility of Operator.

3.12.3 Graffiti. In addition to any other maintenance obligation herein, Operator shall be responsible for the prompt removal of any graffiti on the Leased Premises after Operator is provided notice that graffiti is present thereon. The cost of graffiti removal shall qualify as an Operating Expense for the 5th Street Units and may be included as a budgeted operating expense for the Shelter in the Shelter Funding Agreement. Within forty-eight (48) hours after Operator is provided notice that graffiti is present on the Leased Premises, Operator shall remove any graffiti by either painting over the vandalized area with a paint that has been color-matched to the surface on which the paint is applied, or by use of solvents, detergents or water as appropriate. If such graffiti is not removed within the required forty-eight (48) hours by Operator, City shall have the right to enter on or upon the Leased Premises to remove the graffiti. Operator shall reimburse any sum expended by City to remove the graffiti. For assistance with graffiti remediation, Operator may also report the graffiti to the City of Corona's Graffiti Hotline (currently, the telephone number is 951-278-3227).

3.12.4 Signs. All signs and graphics of every kind visible from public view corridors, or the exterior of the Leased Premises will be subject to City's prior written approval, and will be subject to any applicable governmental laws, ordinances and design standards as set forth in the Corona Municipal Code Chapter 17.74. Operator must remove all signs and graphics prior to the termination of this Agreement.

3.13 Condition of Leased Premises.

3.13.1 As-Is. Operator acknowledges that it has examined the Leased Premises and any common areas to which Operator and its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Operator's presence or activities under this Agreement will have access, and agrees to take possession of the Leased Premises in an AS-IS condition. Operator acknowledges and agrees that City has made absolutely no representations, guarantees or warranties regarding the Leased Premises, nor has City made representations, guarantees or

warranties regarding whether the Leased Premises and improvements thereon comply with applicable covenants and restrictions of record, building codes, ordinances or statutes in effect at the commencement of this Agreement.

3.13.2 Certified Access Specialist Disclosure. As required by Civil Code Section 1938, in executing this Agreement Operator is on notice that the 5th Street Unit housing units have not undergone inspection by a Certified Access Specialist. The Shelter was inspected by a Certified Access Specialist on May 19, 2021. Required ADA improvements will be completed as part of the City's Phase 2 renovation construction contract before Operator takes possession of the Shelter. If a disability access inspection certificate is issued to the City for the Shelter, the City shall provide a copy of it and any inspection report to the Operator within seven (7) days of receipt of the certificate, but prior to the date the Operator takes possession of the Shelter. If a disability access inspection certificate is not obtained for the Shelter, the City hereby notifies the Operator that a Certified Access Specialist (CASp) can inspect the Shelter and determine whether the Shelter complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Shelter, the City may not prohibit the Operator from obtaining a CASp inspection of the Shelter for the occupancy or potential occupancy of the Shelter, if requested by the Operator. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Shelter.

3.13.3 Keys and Security Alarm. Operator has received five (5) sets of master keys for the 5th Street Units and any other building/structure located thereon. Operator understands that each time a key is lost, Operator will be charged One Hundred Dollars (\$100.00) for replacing the lock/key set. Operator shall not make copies of any keys for the 5th Street Units. Operator has received five (5) sets of master keys for the Shelter. When the access system is fully installed sometime in 2023, Operator will also receive fifteen (15) sets of key cards for electronic access to the Shelter. Operator understands that each time a key card is lost, Operator will be charged One Hundred Dollars (\$100.00) for replacing the key card. At no additional cost to Operator, the City's Representative may approve additional master keys or access cards to accommodate staffing levels and service needs. While Operator shall not make copies of any key cards for the Shelter, in order to gain access to the Shelter and/or Common Areas, City may allow Operator to be issued one or more security access codes for Operator and its owners, officers, employees, agents, guests, invitees, and others who enter the Shelter on behalf of or in connection with Operator's presence or activities under this Agreement.

3.14 Damage or Destruction of Leased Premises. Unless as the result of negligence or intentional unlawful act of Operator, if during the term of this Agreement, any portion of the Leased Premises shall be damaged by fire or other catastrophic cause, so as to render such portion of the Leased Premises untenable, the obligations under this Agreement may be suspended with respect to that portion of the Leased Premises that has been rendered untenable while such portion of the Leased Premises remains untenable. In the event of such damage, Operator shall give City notice of such untenable conditions and the City shall elect in its sole discretion, whether to repair the Leased Premises or to cancel this Agreement with respect thereto. City shall notify Operator in writing of its election within thirty (30) days after service of notice by Operator. In the event that City elects not to repair the portion of the Leased Premises that has been rendered untenable, this Agreement shall be deemed canceled with respect to that portion of the Leased Premises as of the date the damage occurred with respect to the applicable portion(s), and the Agreement will remain in full force and effect for the portion of the Leased Premises that has not been rendered untenable.

3.15 Alterations, Additions and Improvements. Operator may not make any alterations, improvements or additions in, on or about any of the Leased Premises without first submitting detailed plans and drawings of proposed work to City, obtaining City's prior written consent and obtaining building permits as required by the Corona Municipal Code, except as expressly provided for in this Agreement.

3.15.1 Fixtures. Should any alterations to the Leased Premises become fixtures under California law those items shall at once become a part of the realty and belong to City. However, City may, in its sole discretion, require Operator to remove any alterations, fixtures, or other tenant improvements prior to vacating the Leased Premises. Operator shall be responsible for repair for any damage caused by said removal.

3.15.2 No Liens. Operator shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by the Operator, and Operator shall be responsible for the removal of any such liens and all costs to remove same. Failure to remove any such liens within thirty (30) calendar days of written request by City shall constitute a default of this Agreement.

3.15.3 Removal of Liens. At its election, but without having any obligation to do so, the City may pay such liens not so removed by the Operator and the Operator shall, within ten (10) days following the receipt of written request from the City, reimburse City for all such costs incurred by City with respect to the removal of such liens.

3.16 Entry and Inspection. Except for in the case of an emergency, Operator shall permit City or City's agents to enter the Leased Premises at all times upon reasonable prior oral or written notice for the purpose of inspecting the Leased Premises, for necessary repairs, restorations and replacements to the Leased Premises as set forth above, and for otherwise determining Operator's compliance with this Agreement. In the case of an emergency, City shall be permitted to immediately enter the Leased Premises, without any prior notice to Operator.

3.17 No Assignment and Subletting Allowed; 5th Street Rental Agreements. Operator shall not sell, assign, sublease, mortgage, pledge, hypothecate or otherwise transfer this Agreement or any right therein, nor make any total or partial sale, assignment, sublease, mortgage, pledge, hypothecation or transfer in any other mode or form of the whole or any part of the Leased Premises.

3.17.1 5th Street Units Rental Agreements. Notwithstanding Section 3.17 of this Agreement, Operator is permitted to enter into rental agreements between the Operator and individual tenants for tenancy in the 5th Street Units provided that: (a) the tenant is chronically homeless or disabled homeless with documentable ties to the City of Corona; and (b) the tenant qualifies as a Qualified Household, as that term is defined in the Regulatory Agreement. The City shall not be a party to the rental agreements. Operator shall provide its template rental agreement to the City's Representative for review and approval at least sixty (60) days prior to entering into a rental agreement with a tenant at the 5th Street Units. At a minimum, the rental agreement shall include the following provisions:

3.17.1.1 Affordable Rent. The rent charged to the tenant shall not exceed an Affordable Rent, as that term is defined in the Regulatory Agreement.

3.17.1.2 Indemnification. The tenant shall be required to defend, indemnify and hold the City and its officials, officers, employees, volunteers and agents from and against any claims arising out of (1) the occupancy of a 5th Street Unit by the tenant, and/or (2) activities in the 5th Street Unit undertaken by the tenant and/or their guests and invitees.

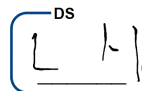
3.17.1.3 Regulatory Agreement. The Regulatory Agreement shall be incorporated into the rental agreement by reference and shall apply to the tenant’s tenancy in the 5th Street Unit.

3.17.1.4 Termination. The rental agreement shall provide that in the event this Agreement is terminated, the rental agreement shall, at the City's option, either automatically terminate at the same time as this Agreement or shall be automatically assigned to the City as of the effective date of termination of this Agreement.

3.18 Assumption of Risk, Waiver, and City’s Non-liability. To the maximum extent allowed by law, except for City’s willful or actively negligent acts, Operator assumes any and all risk of loss, damage or injury of any kind to any person or property which is in, on or about the Leased Premises. Operator's assumption of risk shall include, without limitation, loss or damage caused by defects within the Leased Premises or any fixture therein, accident, fire or other casualty on the Leased Premises. To the maximum extent allowed by law, except for City’s willful or actively negligent acts, Operator hereby waives all claims and demands against City and its officials, officers, employees, volunteers and agents for injury to persons, damage to property or any other interest of Operator sustained by Operator or any person claiming to be Operator resulting from any occurrence on or about the Leased Premises.

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Operator hereby waives the benefits of Civil Code Section 1542 and all other state or federal statutes or judicial decisions of similar effect. The provisions of this Section shall survive the termination of this Agreement.

 Operator's Initials

3.19 Indemnification. To the fullest extent permitted by law, Operator agrees to defend, indemnify and hold harmless City and its officials, officers, employees, volunteers and agents (collectively, "Indemnified Parties") from and against any and all claims, suits, actions or other proceedings of every kind relating to or arising from Operator’s possession, use, occupancy, management, operation, repair, maintenance or control of the Leased Premises or Common Areas, or any portion thereof, specifically including, without limitation, any loss, action, damages, liability, or expense (including attorneys' fees) arising by reason of: (i) the death or injury of any person or persons, including Operator or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Operator’s presence or activities under this Agreement, or by reason of the damage or destruction of any property, including property owned by Operator or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Operator’s presence or activities under this Agreement, and caused or allegedly caused by either the condition of said premises, or some act or omission on the Leased Premises of the Operator or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Operator’s presence or activities under this Agreement; (ii) the willful or negligent act or omission of Operator or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Operator’s presence or activities under this Agreement, including without limitation any subtenants (if applicable); (iii) the breach, default, violation or nonperformance of this Agreement by Operator; (iv) the Operator’s failure to comply with any

requirement of local, state or federal law or any requirement imposed by City or by any duly authorized governmental agency or political subdivision. Operator must pay, satisfy and discharge any and all money judgments that may be recovered against any Indemnified Party in connection with the foregoing. Operator's obligation hereunder shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by any Indemnified Party.

3.20 Duty to Defend. Upon written request from an Indemnified Party, Operator shall defend (with counsel acceptable to that Indemnified Party, in the Indemnified Party's reasonable discretion, and at Operator's sole cost and expense) any claim, suit, action or other proceedings covered by Section 3.21. Operator shall pay or satisfy all reasonable costs, fees or expenses of any kind incident to such defense or incident to enforcing this defense and indemnity obligation, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, expert or other consultant fees, settlement payments, and amounts paid in satisfaction of any judgment, award or decree that may be rendered against an Indemnified Party. Operator shall specifically and expressly be obligated to reimburse any Indemnified Party for the cost of any settlement paid by any Indemnified Party, whether paid for themselves or on behalf of another Indemnified Party, as part of any such claim, suit, action or other proceeding. Operator's obligation hereunder shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by any Indemnified Party.

3.21 Subordination. This Agreement is and shall be subordinate to any reciprocal easement agreement, ground lease, facilities lease or other underlying lease and the lien of any mortgage or deed of trust and all renewals, modifications, consolidations, replacements and extensions of any of the foregoing, that may now exist or hereafter be executed by City affecting the Leased Premises, or any part thereof, or City's interest therein, without the necessity of executing any instrument to effectuate such subordination; provided, however, upon City's request, Operator, or Operator's successor-in-interest, shall execute and deliver any and all instruments desired by City evidencing such subordination in the manner requested by City. Notwithstanding the foregoing, City or the holder of such interests shall in its respective discretion, have the right to subordinate any such interests to this Agreement. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or conveyance in lieu of foreclosure is made for any reason, Operator shall attorn to the successor-in-interest to City, at the option of such successor-in-interest. The provisions of this Section shall be self-operative and no further instrument shall be required. Operator agrees however, to execute and deliver, upon demand by City and in the form requested by City, any additional documents evidencing the priority or subordination of this Agreement.

3.22 Hazardous Materials Prohibited. The use, generation, storage or disposal of Hazardous Materials on the Leased Premises is strictly prohibited, and any such use, generation, storage, or disposal shall result in a default and termination of this Agreement. For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq.; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time.

3.23 Taxable Possessory Interests. Operator acknowledges that the execution of this Agreement for the Leased Premises creates a taxable possessory interest pursuant to Revenue Taxation

Code Section 107, as amended from time to time, subjecting Operator to pay any and all taxes levied on this interest in government owned real property. A taxable possessory interest exists when a person or entity has the right to a beneficial use of tax exempt, government owned real property whether Rent is paid or not. These possessory interest taxes are to be paid by Operator directly to the County Tax Collector and shall be kept current, without delinquency. OPERATOR IS ADVISED TO CONTACT THE COUNTY ASSESSOR PRIOR TO ENTERING INTO THIS AGREEMENT FOR INFORMATION. All possessory taxes are assessed yearly as of January 1st of each year. If the payment of the taxes become delinquent, City may consider the failure to pay taxes owed a breach of this Agreement and grounds for termination. The person or entity in actual or constructive possession of the property on the lien date is liable for the tax for the entire year. There is no provision for proration of the taxes. Upon termination of the occupancy and thereby the taxable possessory interest, the Operator is still responsible for the remaining portion of the tax bill through the end of that year. The payment of possessory taxes shall qualify as an Operating Expense for the 5th Street Units and may be included as a budgeted operating expense for the Shelter in the Shelter Funding Agreement.

 Operator's Initials

3.24 Taxes. In addition to the possessory taxes described herein, Operator shall pay as part of Rent during the term of this Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Agreement by any governmental agency or entity on or against the Leased Premises, personal property located on or in the Leased Premises, and the leasehold estate created by this Agreement. The payment of property taxes and assessments shall qualify as an Operating Expense for the 5th Street Units and may be included as a budgeted operating expense for the Shelter in the Shelter Funding Agreement.

3.25 Termination of Agreement and Recapture of Space.

3.25.1 City's Right to Recapture Space. In addition to City's rights to terminate this Agreement pursuant to Section 5, City may, upon thirty (30) days' written notice to Operator, terminate this Agreement as it pertains to all or a portion of the Leased Premises at any time, without cause in the City's sole discretion. A termination of the Agreement under this Section shall be known as a "Recapture." For the avoidance of doubt, the City shall have the right under this Section 3.27 to terminate this Agreement as it pertains to just the Shelter, just the 5th Street Units, both the Shelter and the 5th Street Units, or some discrete portion of the Shelter and/or the 5th Street Units. If City elects to Recapture all or a portion of the Leased Premises from Operator, the following shall apply:

(A) Recapture of Space. The portion of the Leased Premises subject to Recapture (the "Recapture Space") shall be deleted from the Leased Premises for all purposes hereunder, and Operator and City shall be relieved of all their rights and obligations hereunder with respect to the Recapture Space except to the extent the same would survive the expiration or termination of this Agreement pursuant to the provisions hereof, and City shall pay any cost incurred in physically separating the Recapture Space (if less than the entire Leased Premises) from the balance of the Leased Premises and in complying with any applicable governmental laws or regulations relating to such separation. City shall not be liable or responsible for any payments or expenses for relocation, loss of goodwill, just compensation, inverse condemnation, or unlawful pre-condemnation conduct incurred by Operator or allowed by law, and Operator specifically waives and disclaims any right to such payments.

4. INSURANCE

4.1 Time for Compliance. This Agreement shall not commence until Operator has provided evidence satisfactory to the City that it has secured all insurance required under this Section.

4.2 Insurance Requirements. Operator shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the possession, use, occupancy, management, operation, repair, maintenance or control of the Leased Premises by the Operator and/or its officers, officials, agents, representatives, volunteers or employees. Operator may deduct insurance costs from operating expenses budgeted in the Harrison Shelter funding contract with the City and from the Residual Receipts/Program Income generated from the 5th Street Housing units.

4.2.1 Minimum Scope of Coverage. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Operator has no owned autos, Code 8 (hired) and 9 (non-owned); and (C) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4.2.2 Minimum Limits of Coverage. Operator shall maintain limits no less than: (A) *General Liability*: \$5,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$4,000,000 per accident/\$5 million aggregate for bodily injury and property damage, provided that the aggregate limit shall apply separately to this Agreement; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

4.2.3 Operator shall also procure and maintain, at its own expense, for the duration of this Agreement fire legal liability and extended coverage insurance for Operator's fixtures, goods, wares, or personal property on or in the Leased Premises.

4.2.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, volunteers and agents shall be covered as additional insurers with respect to the possession, use, occupancy, management, operation, repair, maintenance or control of the Leased Premises by the Operator and its officers, officials, agents, representatives, volunteers or employees (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance with respect to the City, its officials, officers, employees, volunteers and agents (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, volunteers and agents shall be excess of the Operator's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. No endorsement required.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, volunteers and agents for losses paid under the terms of the insurance policy which arise from work performed by the Operator.

(D) All Coverages. If the Operator maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by the Operator. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

4.2.5 Other Provisions; Endorsements Preferred. Operator shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Operator:

(A) Waiver of Subrogation – All Other Policies. Operator hereby waives all rights of subrogation any insurer of Operator's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work performed by Operator. Operator understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Operator shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Operator. Operator understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

4.2.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which this Agreement becomes effective; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of this Agreement; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which this Agreement becomes effective, Operator must purchase "extended reporting" coverage for a minimum of five (5) years after termination of this Agreement.

4.2.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Operator to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

4.2.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

4.2.9 Verification of Coverage. Operator shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before Operator takes possession of the Leased Premises; provided, however, that failure to obtain the required documents prior to possession shall not waive Operator's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.2.10 Reporting of Claims. Operator shall report to the City, in addition to Operator's insurer, any and all insurance claims submitted by Operator in connection with this Agreement.

4.2.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 4.2, including limits, based on any of the following: (A) the nature of the risk of the Operator's use of the Leased Premises; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

5. **DEFAULT/ BREACH; REMEDIES**

5.1 Default; Breach. A "Default" is defined as a failure by the Operator to comply with or perform any of the terms, covenants, or conditions of this Agreement. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Operator to cure such Default within any applicable grace period:

5.1.1 Abandonment. The abandonment of the Leased Premises, or any portion thereof; or the vacating of the Leased Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance required by this Agreement is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

5.1.2 Failure to Pay. The failure of Operator to make any payment of Rent required to be made by Operator hereunder, whether to City or to a third party, when due.

5.1.3 Failure to Provide Insurance. The failure of Operator to provide reasonable evidence of insurance or to fulfill any obligation under this Agreement which endangers or threatens life or property, where such failure continues for a period of three (3) business days following written notice to Operator.

5.1.4 Default. A Default by Operator as to the terms, covenants, conditions or provisions of this Agreement, other than those described above, where such Default continues for a period of three (3) days after written notice.

5.1.5 Misrepresentation. The discovery by City that any financial statement of Operator given to City was materially false.

5.1.6 Breach of Guarantor. If the performance of Operator's obligations under the Agreement are guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Agreement other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Operator's failure, within thirty (30) days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Operator, equals or exceeds the

combined financial resources of Operator and the Guarantors that existed at the time of execution of this Agreement.

5.1.7 Breach of Shelter Operations Plan. A failure by the Operator to comply with or perform any of the duties or obligations set forth in the Shelter Operations Plan, where such failure continues for a period of three (3) business days following written notice to Operator.

5.1.8 Breach of Regulatory Agreement. A failure by the Operator to comply with or perform any of the duties or obligations set forth in the Regulatory Agreement, where such failure continues for a period of three (3) business days following written notice to Operator.

5.2 Remedies. If Operator fails to perform any of its affirmative duties or obligations, City may, at its option, perform such duty or obligation on Operator's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Operator shall pay to City an amount equal to 115% of the costs and expenses incurred by City in such performance upon receipt of an invoice therefore. In the event of a Breach, City may, with or without further notice or demand, and without limiting City in the exercise of any right or remedy which City may have by reason of such Breach, take any of the following actions:

5.2.1 Termination. Terminate Operator's right to possession of all or a portion of the Leased Premises by any lawful means, in which case this Agreement shall terminate with respect to that portion of the Leased Premises and Operator shall immediately surrender possession to City. For the avoidance of doubt, the City shall have the right under this Section 5.2.1 to terminate this Agreement as it pertains to the Shelter based upon a Breach occurring at the 5th Street Units or, conversely, to terminate this Agreement as it pertains to the 5th Street Units based upon a Breach occurring at the Shelter. The City's right to terminate this Agreement under this Section 5.2.1 shall be construed to permit the City to terminate this Agreement as it pertains to just the Shelter, just the 5th Street Units, both the Shelter and the 5th Street Units, or some discrete portion of the Shelter and/or the 5th Street Units based upon a Breach occurring at just the Shelter, just the 5th Street Units, or both the Shelter and 5th Street Units. In such event, City shall be entitled to recover from Operator: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Operator proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Operator's failure to perform its obligations under Agreement or which the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Leased Premises, expenses of reletting, including necessary renovation and alternation of the Leased Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by City in connection with this Agreement applicable to the unexpired term of this Agreement. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Leased Premises are located at the time of award plus one percent. Efforts by City to mitigate damages caused by Operator's Breach of this Agreement shall not waive City's right to recover damages under any other Section of this Agreement.

5.2.2 Civil Code 1951.4. Have the remedy available under California Civil Code section 1951.4 by continuing the lease in effect after Operator's breach and abandonment and recover Rent as it becomes due, in which event Operator may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Operator's interests, shall not constitute a termination of the Operator's right to possession.

5.2.3 All Other Remedies. Pursue any other remedy now or hereafter available under the law or judicial decisions of the State of California. The expiration or termination of this Agreement and/or the termination of the Operator's right to possession shall not relieve Operator from liability under any indemnity provisions of this Agreement as to matters occurring or accruing during the term hereof or by reason of Operator's occupancy of the Leased Premises.

5.3 Breach by City. Operator may terminate this Agreement upon City's breach of any of its obligations under this Agreement and City's failure to cure such breach within thirty (30) days after receipt of written notice from the Operator or, if such cure cannot be completed within thirty (30) days, City's failure to commence such cure within thirty (30) days after its receipt of written notice and thereafter diligently prosecute such cure to completion.

5.4 Termination for Loss of Funding. City may terminate this Agreement, in whole or in part, upon thirty (30) days' written notice to Operator in the event anticipated or actual funding from a state, federal or other source for the operation of the Shelter or 5th Street Housing Units is withdrawn, reduced or limited in any way such that the City is unable to satisfy its obligations under that certain Professional Services and Funding Agreement with Mercy House Living Centers for Homeless System of Services dated December 7, 2022 ("Shelter Funding Agreement") between City and Operator.

6. ENFORCEMENT OF AGREEMENT

6.1 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Riverside, California, regardless of the order of the signatures of the Parties affixed hereto. Any litigation or other legal proceedings that arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Riverside, California. Operator consents to the personal jurisdiction and venue in federal or state court located within or for the County of Riverside, California and hereby waives any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

6.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Operator requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Operator. Any waiver by any Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by that Party, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.4 Legal Action. In addition to any other rights or remedies, any Party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

6.5 Attorneys' Fees. If any Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing Party.

6.6 City’s Representative. The City hereby designates the Homeless Solutions Manager, or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Operator shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

6.7 Operator’s Representative. Operator hereby designates Larry Haynes or his designee, to act as its representative for the performance of this Agreement (“Operator’s Representative”). Operator’s Representative shall have full authority to represent and act on behalf of the Operator for all purposes under this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 Construction; References; Captions. Since the Parties or their agents have reviewed this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Operator include all personnel, employees, agents, and subcontractors of Operator, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

7.2 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

7.3 Notice. Any notice, demand, request, consent, approval, communication either Party desires or is required to give the other Party or any other person shall be in writing and either served personally, by facsimile transmission, email, or sent by prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section. Notices transmitted by facsimile transmission shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient). Notices transmitted by electronic mail transmission shall be deemed delivered upon being sent, but only if no message of unavailability or undeliverability is received. If notice is deemed received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day. Any notices required to be given by City under this Agreement, including but not limited to those required pursuant to Section 5, shall be in lieu of, and not in addition to, the notices required by California’s Unlawful Detainer Statutes (Civil Code of Procedure section 1161 et seq.).

City:

City of Corona
City Manager’s Office
Homeless Solutions Programs
400 S. Vicentia Avenue
Corona, CA 92882
Email: Karen.Roper@coronaca.gov

Operator:

Mercy House Living Centers
Larry Haynes, CEO
203 N. Golden Circle
Santa Ana, CA 92705
Email: Larryh@mercyhouse.net

7.4 Integrated Agreement. This Agreement contains all of the agreements of the Parties and all previous understanding, negotiations and agreements are integrated into and superseded by this Agreement.

7.5 Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties.

7.6 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

7.7 Exhibits. All exhibits attached hereto are hereby incorporated by reference as if fully set out in the body of this Agreement.

7.8 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

7.9 Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

7.10 Independent Representation by Counsel. The Parties represent and declare that in executing this Agreement they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently-selected counsel, concerning the nature, extent and duration of their rights and claims hereunder, and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Agreement, by any representations, statements or omissions pertaining to any of the matters herein contained by any Party or by any persons representing any Party.

7.11 Binding Effect. This Agreement shall bind and inure to the benefit of the Parties and the City's heirs, successors and assigns.

7.12 Memorandum of Lease. The City may record in the Riverside County Recorder's Office this Agreement or a memorandum of this Agreement in a form approved by the City Attorney, which memorandum shall be lawfully executed by Operator upon request by City.

[SIGNATURES ON NEXT PAGE]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
LEASE AGREEMENT
HARRISON SHELTER AND 5TH STREET HOUSING UNITS
MERCY HOUSE LIVING CENTERS

CITY OF CORONA

By: DocuSigned by:
Jacob Ellis DS
JE

8CB6AE0895944B4...
Jacob Ellis
City Manager

Attest: DocuSigned by:
Sylvia Edwards _____
9A4F68CED5E6404...
Sylvia Edwards
City Clerk

APPROVED AS TO FORM:

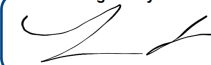
By: DocuSigned by:
Dean Derleth DS
JD

A76D5842626D4DE...
Dean Derleth
City Attorney

TENANT'S SIGNATURE PAGE FOR
CITY OF CORONA
LEASE AGREEMENT
HARRISON SHELTER AND 5TH STREET HOUSING UNITS
MERCY HOUSE LIVING CENTERS

MERCY HOUSE LIVING CENTERS
a California domestic nonprofit corporation

By:

DocuSigned by:

31D77984093F487...

Signature

Larry Haynes
Name (Print)

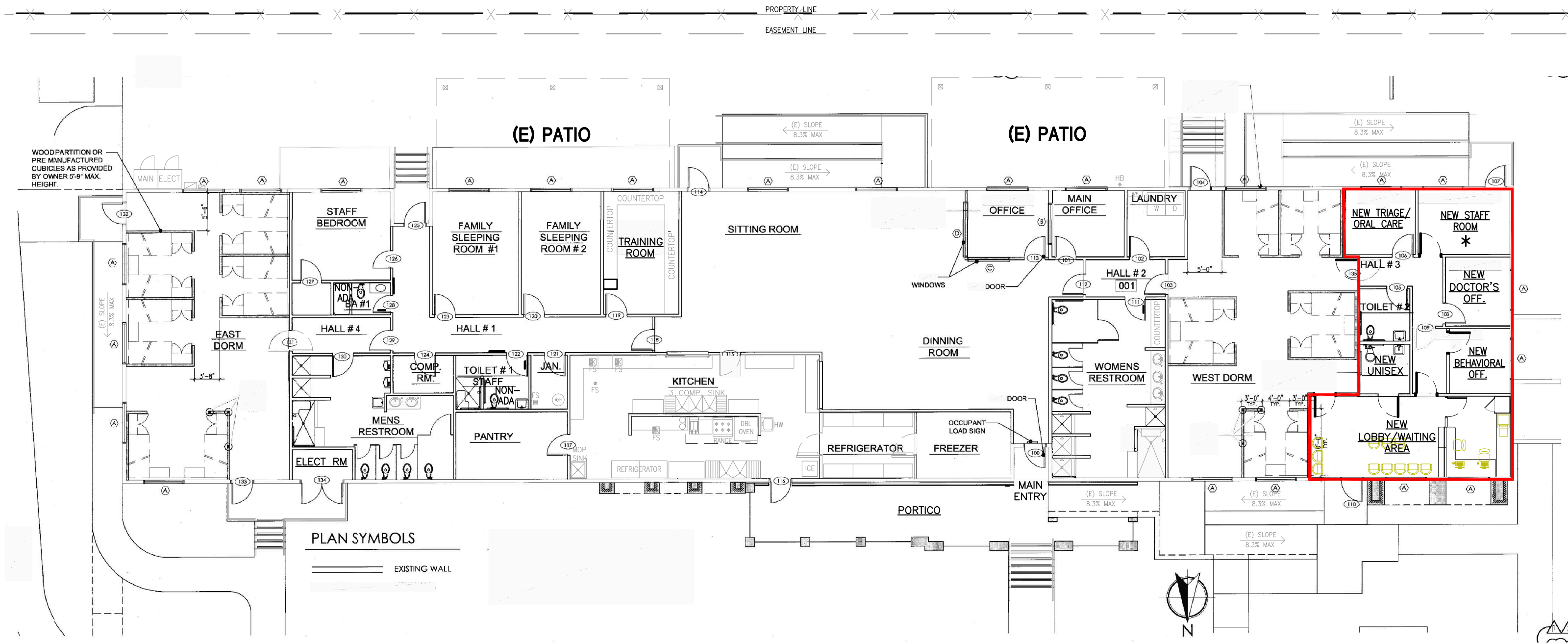
Chief Executive Officer
Title (Print)

EXHIBIT "A"

DEPICTION OF HARRISON SHELTER

[SEE ATTACHED ONE (1) PAGE]

EXHIBIT A.



PLAN SYMBOLS

— EXISTING WALL

OVERALL FLOOR PLAN
1/8"=1'-0"

FOOTNOTE:

1. CENTRO MEDICO COMMUNITY CLINIC SPACE OUTLINED IN RED.
2. * SHELTER OPERATOR AND CLINIC STAFF WILL BOTH USE NEW STAFF ROOM AS A BREAK/LUNCH ROOM.

EXHIBIT "B"

SHELTER OPERATIONS PLAN

[SEE ATTACHED SIXTY-ONE PAGES]

EXHIBIT B



Shelter Operations Plan

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SECTION I. PURPOSE & INTRODUCTION

The purpose of the Shelter Operations Plan (“SOP”) is to ensure that the City of Corona’s selected Operator uses a best practice model for operation of a low-barrier Emergency Shelter Program and Navigation Center.

Establishing a low-barrier Emergency Shelter Program and Navigation Center will meet critical needs of some of the most vulnerable homeless neighbors in the City of Corona, while also addressing a pressing social issue that is deeply impacting local businesses and residents within the City.

The Plan identifies emergency shelter and navigation services for homeless persons and best practices to maintain a safe and healthy environment for homeless clients and the community at large. The ultimate purpose of the program is to connect homeless persons to permanent housing opportunities and resources to maintain housing stability and self-sufficiency. Goals and guidelines of the Plan align with HUD’s Standards as well as the City of Corona Homeless Strategic Plan.

As part of the RFP process, Applicants may propose changes to the SOP. Depending upon the nature of the proposed changes and the results of the RFP selection process, the City may accept or reject some or all of any changes proposed by an applicant.

SECTION II. SHELTER ADMINISTRATION

A. Program Description

1. Population Served

Emergency Shelter Program and Navigation Center Services

In order to meet the goal of the City of Corona Homeless Strategic Plan to “*Develop a low-barrier emergency shelter and navigation center*” the proposed program will initially serve 30 single adult male clients and 5 single adult females while providing access to a wide range of programs and supportive services at an on-site Navigation Center. To ensure that the shelter will meet the needs of the community in serving chronic and vulnerable homeless people, clients will be admitted with minimal, “low-threshold” requirements so that chronic and vulnerable homeless individuals can easily enter and remain in shelter until they can be connected to permanent housing. The shelter will also offer 5 beds of post-hospital recuperative care, in partnership with Corona Regional Medical Center and Centro Medico Community Clinic and have contingency plans to shelter 5 single adult females in the event of severe weather, Corona Police Department needs and other extenuating circumstances. Both the recuperative care and single adult female shelter beds will be provided in the private rooms in the center of the shelter leaving the east and west dorms for single adult males.

Navigation Center

All guests of the Emergency Shelter Program will have access to supportive services provided through the Navigation Center. The Navigation Center will be comprised of public and private agencies providing multi-disciplinary services, including Centro Medico Community Clinic.

Initially, access to Navigation Center and Clinic services will be limited to authorized shelter guests, guests of the pilot transportation/meal service program, or permanently housed clients who are authorized to come to facility for supportive services. After successful program implementation, program analysis, and with written approval from the City of Corona, the Shelter Operator may be allowed to expand Navigation Center and Clinic services.

To manage the impact on the surrounding community, should the City of Corona approve expanded access to the Emergency Shelter/Navigation Center, the following policies will apply:

- ✓ City must approve any such change in writing
- ✓ Services will only be accessed by authorized agency referral and appointment only; no walk-ins or walk-outs will be allowed
- ✓ On-site partner agencies must be responsible for coordination of service appointments
- ✓ Depending upon the type of service, on-site partner agencies may be responsible for providing transportation options to and from the shelter for scheduled appointments
- ✓ Services will focus on homeless neighbors with ties to the City of Corona unless otherwise authorized by the City

2. Program Description

The Emergency Shelter/Navigation Center is designed to provide crisis stabilization shelter and multi-disciplinary services to move individuals out of homelessness and into permanent housing opportunities.

Access to safe shelter

The Emergency Shelter/Navigation Center will accommodate overnight sleeping for 30 single adult males per evening, 5 single adult females and 5 post hospital recuperative care beds. Access to the Emergency Shelter/Navigation Center is to be provided 24 hours a day, seven days a week, 365 days a year. In order to decrease the impact to the surrounding neighborhood, access to bed availability will be handled through a call center/bed reservation system. No walk-ins/walk-outs for the Emergency Shelter/Navigation Center or services will be permitted. The Shelter Operator will provide on-site staff to track daily bed inventory and communicate daily bed vacancies with authorized referral agencies and City staff.

Length of Stay

There is no set minimum and the maximum length of stay will be consistent with the Corona Municipal Code, Section 17.04.244 which states the length of stay in emergency shelter shall be limited to 180 consecutive nights.

Each client will have an Employment and Housing Navigator supporting their progress toward stabilization. The program is designed to provide this support until a housing option becomes available. However, at any time, a client may be exited from the shelter for safety or shelter violations as outlined in the "Exit and Readmission Policies". Consistent with national best practices and trends, the goal for length of stay should be 90 days or less. The Operator will maintain a report to account for clients with lengths of stay exceeding 90 days.

Sleeping Areas

Beds will consist of single and/or bunk beds. Each client will be assigned a bed and bedding for the length of their stay. Additional beds, cots or mats will be available on site to accommodate overflow issues, special needs populations, and recuperative care clients.

Space will be divided to allow for separate sleeping areas for both men and women. Flexible sleeping space will also be provided for transgendered populations, those dealing with illness, in recuperative care, or for other special needs populations.

Meals

Breakfast, lunch, dinner, and snacks will be provided for all clients in the central dining area. The Shelter Operator will include in their staffing plan, a qualified Cook and kitchen assistants to prepare on-site meals. The kitchen and dining hall may also serve as vocational training for clients of the program and may offer community volunteer opportunities. In addition, the shelter operator will be required to collaborate with faith agencies that used to serve meals in the parks. The day service meal program will be designed to move meal serving out of City parks and into the shelter facility.

Hygiene Facilities

Hygiene facilities will be provided on-site including toilets, showers, and laundry facilities. Clients will be encouraged to utilize these facilities as daily resources to them. Toiletries will be provided by the Shelter Operator to clients as needed.

Transportation

No walk-ins or unauthorized drop-offs will receive shelter or navigation center services. New clients and returning clients will receive direct transportation to and from the shelter daily. Dates and times for daily pick-ups are outlined in the "Transportation Policies. It is recommended that there be a minimum of two (2) designated locations that provide ample geographic range for those seeking shelter services in City of Corona as well as take into consideration community impact and safety considerations. Locations will be determined in collaboration with the Corona Police Department, the City's Community Services Department, and the City's Homeless Solutions Manager. Operator will only pick-up and drop-off clients at City's designated locations.

Security

The Shelter Operator will follow policies and procedures that promote safety for clients, staff, volunteers, and the community and will create an atmosphere that promotes community safety with a goal to resolve issues before they escalate. The security plan will include a multi-faceted approach involving screening for sex offenders and open felony warrants, security searches upon entrance, confiscation of harmful contraband, trained security personnel providing around-the-clock indoor and outdoor coverage, security alarms, cameras, and lighting. Other program elements that will support security efforts include no walk-ins, no walk-outs, no unauthorized drop-offs, and no loitering policies.

Storage

All clients will have access to personal storage space in the exterior lockers. Additionally, a refrigerated storage area will be available to clients with medication needs.

Employment and Housing Navigation Services

Upon entering the shelter, each client will be assigned to an Employment and Housing Navigator. The primary function of the Employment and Housing Navigator is to work side-by-side with the client to create a pathway to employment (or disability income, if applicable) and permanent housing opportunities, with the ultimate goal of ending their homelessness within a 90-day timeframe and up to a 180-day timeframe if there are challenges with the housing market. Additionally, the Employment and Housing Navigator is to provide resources and support to the client during their stay, including encouragement to access any and all services provided at the Navigation Center. The Employment and Housing Navigator will ensure that appropriate clients are entered into the County's Coordinated Entry System (CES), as the first line of housing engagement. Additionally, all clients will be entered into the County's Homeless Management Information System (HMIS).

Together, the Employment and Housing Navigator and the client will complete a Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting weekly, the Employment and Housing Navigator will document the client's progress towards actions outlined in the Housing Plan.

Daytime Program Activities

As a 24-hour Emergency Shelter/Navigation Center, the Shelter Operator will encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Daytime program activities include but are not limited to, the following:

- Full access to service providers through appointments made at the Navigation Center
- Life skills classes and workshops
- Job training and workforce development
- Medical, Behavioral Health and Dental/Oral Care Services provided by Centro Medico Community Clinic
- Indoor and outdoor recreational activities including exercise classes
- Time with pets, assistance animals and service animals
- Other miscellaneous supportive services
- Access to onsite computer lab and study area

3. Services Provided

The Emergency Shelter/Navigation Center should incorporate a combination of multi-disciplinary supportive services aimed at crisis stabilization and creation of pathways into permanent housing. The table on the next page will provided an overview of the vision for the services to be provided at the Navigation Center.

Service	Location	Provided by Shelter Operator or Service Partner(s)
1. Intake/Assessment/Case Management/Employment and Housing Navigation	Emergency Shelter/Navigation Center	Shelter Operator
2. Crisis Evaluation and Behavioral Health Services	Emergency Shelter/Navigation Center	Centro Medico Community Clinic & County Partners
3. Recreational Services	Emergency Shelter/Navigation Center	Shelter Operator
4. Domestic Violence Services	Emergency Shelter/Navigation Center	Domestic Violence Partner
5. Shelter Beds on Site	Emergency Shelter/Navigation Center	Shelter Operator
6. Medical Services including Post-Hospital Recuperative Care	Emergency Shelter/Navigation Center	Centro Medico Community Clinic FQHC Partner
7. Transportation Services and Assistance	Emergency Shelter/Navigation Center	Shelter Operator/ Transportation Vendor
8. Computers/Email	Emergency Shelter/Navigation Center	Shelter Operator
9. Security	Emergency Shelter/Navigation Center	Shelter Operator/Private Security Vendor
10. Meals/Food	Emergency Shelter/Navigation Center	Shelter Operator/Faith-Based and Community Partners
11. Parking	Emergency Shelter/Navigation Center	Shelter Operator
12. Homeless Prevention/Diversion Assessment and Referrals	Emergency Shelter/Navigation Center	Shelter Operator
13. Drug and Alcohol Supportive Services/Treatment (on/off site)	Emergency Shelter/Navigation Center	Centro Medico Community Clinic and County Partners
14. Crisis Evaluation – Referral Plan	Emergency Shelter/Navigation Center	Shelter Operator
15. Services for Veterans	Emergency Shelter/Navigation Center and Off-Site	Shelter Operator Partnership with County Veterans Service Office and VA
16. Commissary/Dining Hall	Emergency Shelter/Navigation Center	Shelter Operator
17. Life Skills Classes	Emergency Shelter/Navigation Center	Shelter Operator and Service Partners
18. Housing Assistance (PSH & TBRA)	Emergency Shelter/Navigation Center	City Resources, County & Nonprofit Partners
19. Laundry	Emergency Shelter/Navigation Center	Shelter Operator
20. Shelter Guest Storage	Emergency Shelter/Navigation Center	Shelter Operator
21. Pet, Service Animal and Assistance Animal Services	Emergency Shelter/Navigation Center	Shelter Operator/ Service Partners

4. Coordinated Entry System Integration

The Emergency Shelter/Navigation Center will serve as a designated “Entry Point” to Corona’s homeless system of services. The Shelter Operator will include in its staffing plan, designated staff to conduct Diversion screening and prevent those with other resources from entering the homeless shelter system. Additional staff will be trained to complete on-site VI-SPDAT (Vulnerability Index – Service Prioritization Decision Assistance Tool) assessments and referrals to the County’s Coordinated Entry System. Employment and Housing Navigators will also assist Emergency Shelter/Navigation Center clients to obtain the necessary IDs and vital documentation to move forward in their housing connection process.

5. Target Goals/Expected Outcomes

The target goals and expected outcomes for the Emergency Shelter/Navigation Center will adhere to guidelines and expectations set forth by the City of Corona Homeless Strategic Plan.

The Emergency Shelter/Navigation Center should not be regarded as a singular program rather a complete system of services to reduce the number of persons who experience homelessness in Corona and an increase in permanent housing placements for chronically and situationally homeless individuals.

Indicators for measuring effective system performance include the following key considerations:

Reduction in First Time Homeless

Are fewer people experiencing homelessness for the first-time? Are only persons who have no safe, appropriate housing option being admitted to shelter?

Overall Reduction in Number of Persons Who Experience Homelessness

Are overall rates of homelessness declining? Is street homelessness declining? Is chronic homelessness declining?

Reduction in the Length of Time Homeless

Do people stay homeless for shorter periods of time? Are the homeless quickly connected to permanent housing? This can also measure efficiency related to turnover of beds which is essential to meet system demand for the Emergency Shelter/Navigation Center.

Successful Resolution of Housing/Homeless Crisis

Do people resolve their housing/homeless crisis successfully by maintaining/obtaining permanent housing? Are people successfully connected to community-based supports?

Reduction in Recidivism (subsequent return to homelessness from permanent housing)

Are repeat occurrences of homelessness avoided or declining?

6. Program Layout

The following components should be considered in program layout for the Harrison Emergency Shelter and Navigation Center:

- **Shelter Sleeping Areas**
 - *East and West Dorms for Single Males*
 - *Recuperative Care Private Rooms in Center of Shelter*
 - *Single Females in Private Rooms in Center of Shelter to address severe weather, PD need or other extenuating circumstances*
- **Medical Wing on East Side of Building**
 - *Medical Services*
 - *Behavioral Health Services*
 - *Dental/Oral Care Services*
 - *Specimen Collection Restroom*
 - *Clinic Check-In Area*
 - *Staff Break Room (to be shared by Operator and Clinic staff)*
- **Dining/Commons/Overflow Area**
 - *Dining Room*
 - *Commons/Overflow*
- **Security Offices/Stations**
 - *Main Security Office or Workstations*
- **Site Administration and Operations Offices**
 - *Including Records/Files Room*
- **Intake and Entry Areas**
 - *General Intake & Concierge*
 - *Service Desk*
- **Success Center**
 - *Workforce Development*
 - *Life Skills Training*
 - *Other supportive services and training*
- **Restroom and Shower Areas**
 - *Client Restrooms/Showers*
 - *Staff Restrooms*
- **Laundry Facilities**
 - *Client (Personal) Laundry*
 - *Staff (Bedding/Linens) Laundry*
- **Kitchen**
 - *Walk-In Freezer*
 - *Walk-In Refrigerator*
 - *Commercial Refrigerators*
 - *Icemaker*
 - *Pantry*

- **Offices**
 - *Conference/Meeting Rooms*
 - *Supportive Services*
- **Other Indoor Areas Include:**
 - *Recreation Room:*
 - *Computer Lab/Study*
 - *Staff Break Room (in clinic wing of building)*

In addition, the conceptual site would *also* feature the following:

- **Outdoor Facilities/Areas**
 - *Client Storage Lockers*
 - *Bike Rack Area*
 - *Dog Run*
 - *Outdoor Commons*

B. Admission Criteria and Procedures

1. Client Rules and Guidelines

A prospective client must be able to perform all aspects of their care, follow all Harrison Emergency Shelter and Navigation Center rules and maintain appropriate behavior with consideration for all other clients of the shelter. All clients must review and sign a copy of a "Shelter Rules" document prior to entry. Intake staff will assist any and all clients who may have difficulty understanding or reviewing the rules.

The Shelter Operator must structure program rules to serve Corona's homeless neighbors who have documentable ties to the City of Corona. The Shelter Operator and authorized referral agencies will be required to verify documentable ties to the City of Corona using the following criteria:

- ✓ Driver's License or California ID
- ✓ City Library Internet Card or Library Book Card
- ✓ Bank Statements
- ✓ Car Registration
- ✓ HMIS record of prior services in City
- ✓ City Net prior outreach interactions will confirm documentable ties to City
- ✓ Corona PD prior calls for service, outreach, or enforcement will confirm documentable ties to City
- ✓ Children are enrolled in City schools
- ✓ They or a member of the household are employed in the City
- ✓ They or a member of the household graduated from a City high school
- ✓ Other documentation that demonstrates a last permanent address in City
 - Previous Utility Bill
 - Previous Rental Agreement
 - Other bills or documents with City Address
- ✓ Faith Based or Community Based Partner verification of prior services in City
- ✓ County Agency verification of prior services in City

Only the City of Corona Police Department or authorized City staff may allow the Shelter Operator to waive the ties to the City requirement. Justification for waivers include compliance with Martin v Boise and/or other requirements and priorities deemed appropriate by the City of Corona.

2. Identification Requirements

A form of official identification is required to verify identity; however, a client will not be denied access to shelter services without one so long as Corona PD can verify identity so Operator can screen for open felony warrants and sex offender status. Employment and Housing Navigators will assist clients in obtaining a California ID, providing each client with a no-cost ID voucher.

Additionally, all Emergency Shelter/Navigation Center clients will receive a shelter-specific identification card upon entering the shelter that will be used for readmission throughout the duration of their stay.

3. Screening Requirements

The Shelter Operator will be required to screen clients for open felony warrants and Penal Code Section 290 status. Screening will take place prior to arrival at the facility as part of the bed reservation system. No potential clients with open felony warrants or individuals validated on the Megan's Law sex offender registry will be allowed to access the shelter property. The Shelter Operator will utilize the following weblinks to screen clients for 290 status and open felony warrants:

<https://www.meganslaw.ca.gov>

<http://public-access.riverside.courts.ca.gov/OpenAccess/>

4. Bed Reservation System

To minimize neighborhood impact, all clients seeking access to the Emergency Shelter/Navigation Center must be referred through the City of Corona Police Department, City of Corona staff, City Net, and the Shelter Operator (hereinafter referred to as authorized referral agencies). To facilitate the referral process, the Shelter Operator will use a designated Intake and Bed Reservation Hotline (hereinafter referred to as "hotline"). The City of Corona may also add additional authorized referral agencies and partners.

A prospective client must be screened through the authorized referral agencies who will contact the hotline and conduct an initial phone intake process. Clients will be screened for diversion and/or homeless prevention services. If they have an alternate, habitable location where they may stay, they will be diverted from occupying a shelter bed until their resources have been exhausted.

Clients meeting eligibility requirements will be assigned a bed reservation number and given instructions on transportation shuttle options and designated arrival time.

5. The Shelter Operator will be required to manage and update a designated system for capturing bed inventory, reservations, and vacancies

New clients will be screened using the phone intake system and provided a reservation number, bus and/or shuttle pick up time and location.

Beds will be assigned based on availability and eligibility results. As instructed, authorized clients should arrive at the designated bus and/or shuttle pick up location or at the shelter through their own transportation. Those who do not arrive at the designated time without communicating previous arrangements will forfeit their bed for the night.

Security staff will be assigned to the bus and/or shuttle pick up location with a list of eligible clients, which have been prescreened for sex offender or open felony warrants. The bus will transport clients directly to the Emergency Shelter/Navigation Center site.

Clients will not be allowed to loiter in the neighborhood surrounding the Emergency Shelter/Navigation Center facility or the bus and/or shuttle pick up locations at any time. There will be strict enforcement of shelter client contract rules which could result in permanent exit from the facility if not followed. Drop-off/pick-up locations are an extension of the shelter and thus any violation such as loitering constitutes a violation of the shelter rules which will be strictly enforced. Operator/Security will conduct random daily checks of 1 mile radius to shelter and drop-off/pick-up locations to enforce shelter rules and avoid loitering and homeless congregations.

Upon arrival, clients will go through a security screening process and work with an Intake and Admissions Coordinator to be informed of rules and regulations of the Emergency Shelter/Navigation Center, complete necessary intake paperwork and obtain a shelter ID card.

6. Day Leave and Returning Clients

A morning shuttle will be available to clients who have a desire to leave the facility during the day for employment or personal appointments.

Clients who leave the program during the day may return via the transportation shuttle to ensure that their beds remain claimed.

Clients arriving later due to special circumstances such as employment or discharge from the hospital, must communicate with their Employment and Housing Navigator their anticipated arrival time. No client will be allowed into the shelter after 10:00 PM except for valid reasons requested by Corona PD, Corona City staff, approvals by Employment and Housing Navigators, and/or the shelter bed reservation staff. Failure to comply with protocols could result in client forfeiture of their bed reservation.

Clients who are unable to meet the evening shuttle must arrange alternate transportation to the shelter site, no later pickups will be provided. Alternate transportation must be authorized by the shelter operator.

7. Hours of Operation

The Emergency Shelter/Navigation Center will be open 24 hours per day, 7 days per week, 365 days per year. These hours of operation will be in effect seven days per week, every week regardless of holidays or weather. The following is a **sample schedule**. Operator will submit a final/proposed schedule to the City of Corona for approval.

5:00 AM	Early Wake Up Call
5:00 AM-8:00 AM	Breakfast served
6:00AM	First bus/shuttle for morning drop-offs
7:00 AM	Second Wake Up Call
8:00AM-8:00PM	Navigation Center open
8:00 AM-10:00 PM	Commons Area open
8:00 AM-6:00 PM	Recreation Room/Recreation Areas open
8:00 AM- 10:00 PM	Pet Kennel and Dog Park/Run open
9:00 AM	Sleeping Area closed (until 6:00 PM)
10:00 AM	Second (final) bus/shuttle for morning drop-offs and day-service meal pick-ups
10:00 AM – 5:00 PM	Centro Medico Community Clinic Services
10:00 AM- 4:00 PM	Computer/Technology Lab open (by appt only)
11:00 AM-1:00 PM	Lunch served
3:00 PM-4:00 PM	Snack served
4:00PM	First bus/shuttle for evening pick- ups and day-service meal drop-offs
6:00 PM	Sleeping Area open
6:00 PM-9:00 PM	Dinner served
7:00 PM	Second bus/shuttle for evening pick- ups and day-service meal drop-offs
10:00 PM	Lights Out in Sleeping Areas

C. Overflow Management

1. Coordinated Service Delivery Plan

It is anticipated that in the early stages of operation, need and demand will outweigh the capacity of the 40 bed Round Emergency Shelter Program. Therefore, it is imperative that a Coordinated Service Delivery Plan be implemented that includes coordination of the following diversion and redirection strategies:

Homeless Diversion

The Shelter Operator will include homeless diversion screening at intake to ensure that those with alternative resources will not be accessing the homeless system. The Shelter Operator will either provide themselves or partner with an agency that can offer successful diversion assistance.

Coordination with Transitional and Bridge Housing providers

The Shelter Operator will work with service providers with Transitional and/or Bridge Housing vacancies. This form of housing will be utilized by returning clients who have been matched with a housing opportunity and will soon move into permanent housing. This strategy will increase the Emergency Shelter/Navigation Center bed turnover rate as clients are successfully matched to alternate housing opportunities.

2. Overflow Policies

The Bed Reservation System is designed to prevent and minimize overflow and capacity issues for the shelter. A daily bed utilization count will ensure that the 40-bed capacity will be fulfilled each evening, as need for beds persist.

In the event of a community-wide natural disaster or in extreme weather situations deemed so by state, county, or city authority, the shelter will maintain a “no walk-up” policy. However, the following option could be utilized by the Operator:

- Utilize alternative locations (churches) for additional beds that may accommodate homeless without a bed reservation during inclement weather or disaster. Option has budget implications/funding considerations
- Work with City to develop shelter bed expansion strategies in compliance with occupancy standards and Fire Codes

D. Exit and Re-Admission

1. Exit and Readmission Policies

Clients will be considered to have exited the program when they voluntarily leave or are exited from the shelter for safety or continual shelter violations or find alternate housing.

When a client exits of their own volition or is exited for shelter violations, the client may contact the admission hotline to screen for readmission eligibility after the time designated by staff (on average after 30 days).

Length of exit for safety violations will depend on the severity of the infraction.

The Shelter Operator should be balanced in their approach to program exits and readmission policies as it pertains to rules violations and infractions. Such policies should include considerations to maintain a safe and effective facility, safety for clients, volunteers, staff, and the surrounding neighborhood as well as demonstrate compassion toward homeless individuals who face increasingly vulnerable situations if forced to exit from a shelter situation to places not suitable for human habitation.

It is recommended that Infractions be subdivided in a Multi-Tiered System based on the perceived impact of the infraction. Consequences for each tier level should be fitting and just for the level of the infraction and its perceived impact on the wellbeing of stakeholders.

As an example, a Tier 1 level may include “Basic Program Guideline Infractions” such as smoking in the bathrooms, not leaving sleeping area on time in the morning, cutting in line, etc. Tier 2 may include “Moderate Infractions” such as possessing marijuana or alcohol on site, client fighting (minor scuffles), disrespect toward volunteers, etc.

For disobedience of rules in Tier 1 or Tier 2 there will be increasing enforcement actions including verbal warnings and write-ups. After a compounded number of infractions in these tier levels, a client may be asked to leave, and staff will determine and give them the designated time line for which they can be readmitted.

Infractions at the Tier 3 level would be “Major Infractions” that include illegal drug use or possession, violent attacks/fights, possession of weapons, etc. The Shelter Operator will maintain a zero-tolerance policy towards violence, sexual misconduct, other criminal activity, and drugs and medications used or possessed beyond the scope permitted in the “Health Polices”. These behaviors, when substantiated, are punishable by immediate expulsion upon first offense and a *minimum of 30 days* expulsion prior to readmission.

Clients who use the facility, programs, and services in violation of a specific rule will be obliged to adhere to those consequences. The consequences may also be subject to intervention by law enforcement, and if necessary, prosecution up to the limit of the law.

2. Exit Procedures

When a client is asked to exit due to disobedience of rules, violence, or criminal activity, security will escort the person off the property and those exited will be transported to a self-directed location out of the surrounding area.

E. Employment and Housing Navigator Services Policy

Upon entering the shelter, each client will be assigned to an Employment and Housing Navigator. The primary function of the Employment and Housing Navigator is to work side-by-side with the client to create a pathway toward permanent housing opportunities, with the ultimate goal of ending their homelessness within a 30-day timeframe. Additionally, the Employment and Housing Navigator is to provide resources and support to the client during their stay, including encouragement to access any and all services provided at the Navigation Center.

The Employment and Housing Navigator will ensure that all clients have a complete assessment and are entered into the Coordinated Entry system, as the first line of housing engagement. Employment and Housing Navigators will assist Emergency Shelter/Navigation Center clients obtain the necessary documentation to move forward in their housing connection process, once matched to permanent housing opportunities by the Coordinated Entry Module. Shelter Operator will also use City's HOME funding for Tenant-Based Rental Assistance and the 5th Street Permanent Supportive Housing units to increase housing placements for homeless with documentable ties to Corona.

Together the Employment and Housing Navigator and the client will complete a Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting weekly, the Employment and Housing Navigator will document the client's progress towards actions outlined in the Housing Plan. Additionally, Employment and Housing Navigators will work with clients to provide referrals to services in the Navigation Center or any community referrals, as necessary.

1. Documentation of Employment and Housing Navigation Services and Data Security Policies

Employment and Housing Navigators will keep case notes in both hard copy paper files and in the HMIS database to track every client's progress and participation in the Emergency Shelter/Navigation Center. These files are also used to track the resources and referrals given, support rendered, and any infractions the client may accrue. Outcomes are recorded at exit and throughout participation in the program. Paper files will be stored in a secure, locked location only accessible by necessary staff.

The Shelter Operator will use HMIS as its primary database and ensure that every client completes and signs a Riverside County HMIS Client Consent Form upon entry into the program. Intake Specialists and Housing and Employment Navigators will ensure collection of all HUD Data standards as required by the HMIS system and well as the City of Corona Homeless Strategic Plan Performance Measures.

The Shelter Operator will have a policy restricting computer access records and client information to authorized staff. All database and HMIS access will require passwords by authorized users.

Disclosure of client information to other social service agencies may be permitted only with the client's written consent. City Net and City of Corona Homeless Solutions staff should be listed on release of information forms to facilitate case conferencing and support of client Housing Plans. Disclosure of records relating to clients may be released without client consent in certain circumstances as required by law.

F. Daytime Program Policies

Clients that are participating in the Emergency Shelter/Navigation Center may, but are not required to, leave the facility during the day. The Shelter Operator will make every good-faith effort to encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Access to bed areas will be limited throughout the day to encourage clients to become active participants of the Emergency Shelter/Navigation Center.

Two morning shuttle times will be available to clients who desire to leave the facility for work or personal appointments, one at ____AM and one at ____AM.

If not utilizing the morning transportation services, clients are encouraged to stay at the facility. Clients will have access to daytime services through the Navigation Center's partner organizations and will be able to meet with their assigned Employment and Housing Navigator on a weekly basis or as may be needed. They will also have access to activities provided by shelter staff and volunteer organizations. Clients are welcome to use the facility's recreational areas, lounge, computer lab, and designated outdoor spaces.

G. Navigation Center Program Policies

1. Navigation Center Clients

Access to the Navigation Center will be limited to clients and/or graduates (who stayed at shelter, remained in compliance, and graduated to other shelter/housing). However, if so agreed upon, in writing, by Shelter Operator and City of Corona, access to the Navigation Center may be broadened to include other homeless populations. Clients who are only accessing services through the partner organizations will only be permitted on facility grounds with a set

appointment. This includes Corona homeless clients being served by Centro Medico Community Clinic. Navigation Center clients will not be permitted to loiter on the grounds, nor will they be permitted to access shelter areas including the lounge, bed areas, dining halls or recreational areas. With the exception of the day shuttle/meal service program funded by the City of Corona, transportation to and from the Navigation Center for these clients must be provided and coordinated by the service partner organizations.

As with Emergency Shelter/Navigation Center clients, Navigation Center clients are expected to follow all Navigation Center rules and maintain appropriate behavior with consideration for all other clients of the shelter. Rules of the Navigation Center will prominently be displayed in lobby waiting areas. Those in violation of these rules will be exited from the site, suspended, or terminated from receiving services depending on the severity of the offense.

2. Lead Agency Protocols

The role of the Shelter Operator is not to provide all of the supportive services offered at the Navigation Center but to recruit and manage a group of partner agencies specialized in providing an array of supportive services beneficial to Emergency Shelter/Navigation Center clients.

The Shelter Operator will work collaboratively with the City of Corona Homeless Solutions staff to recruit public and private service providers. The Shelter Operator will maintain service provider room reservation schedule and ensure the day-to-day operational functions of the Navigation Center.

The Shelter Operator should ensure that the Navigation Center has flexible hours to allow clients to come before or after work, or alternatively, on the weekends. The Shelter Operator will also engage participation in and facilitate quarterly meetings of the Service Partner Advisory Board.

3. Requirements for Service Provider Partners

All service providers who desire to offer direct services at the Navigation Center will complete an interest application and will be required to enter into a formal Memorandum of Understanding (MOU) with the Shelter Operator to participate.

Responsibilities of the Service Provider Partners will include, but are not limited to:

- Set and maintain their own appointment schedule with clients
- Provide non-shelter guest clients will access to transportation to fulfill their scheduled appointments, if needed
- Ensure that all clients are aware of Navigation Center rules and enact appropriate enforcement of client shelter rules for their clients if and when necessary
- Agree to share service output and outcome information

- Communicate room reservation conflicts with Shelter Operator in advance
- Respect, maintain and keep clean all areas of the Navigation Center
- Respect and cooperate with Shelter Operator staff, other service providers and clients
- Participate in quarterly Service Partner Advisory Board meetings and provide input to the improvement of the Emergency Shelter/Navigation Center
- Screen clients for eligibility (no clients with sex offenses or open felony warrants will be allowed on-site)

H. Continuum of Care Good Neighbor Community Policy

1. Communication and Coordination with Neighborhood Businesses and Public

The Shelter Operator is expected to communicate with business neighbors on an ongoing basis. As part of this commitment, prior to commencement of any services at the Emergency Shelter/Navigation Center, the Shelter Operator will work with City staff to facilitate Community Forums, as needed. These Community Forums will provide opportunities to answer any questions members of the surrounding community might have on the operation of the Emergency Shelter/Navigation Center. The Shelter Operator will provide information to the public including operational design and when services will begin.

A public inquiry phone number and contact information will also be posted. Community stakeholders may call this number for information about the shelter/navigation center or to have any questions answered. The phone number will be retained as a resource for community members while the shelter is up and operational. All community complaints and/or inquiries about the Emergency Shelter/Navigation Center will be recorded and forwarded to the appropriate staff for prompt investigation. The Shelter Operator will be fully committed to an appropriate customer service response and will consider the resolution of community complaints a high priority.

The Shelter Operator will also create and maintain a program website that will include important information for community stakeholders and clients alike. The website will include a "Frequently Asked Questions" section which will help to provide instant answers to community concerns. Additionally, the website will include a digital copy of the Shelter Operator's "Good Neighbor Community Policy" and "Shelter Operations Plan".

Visits by members of the community and tours of the facility will be available by scheduling an appointment with Shelter Operator Staff.

The Shelter Operator will have program brochures available on-site as well as disseminate these resources to groups throughout the community. Information on the brochures will highlight the various services at the facility as well as criteria for admission and eligibility. Volunteer, in-kind and donation opportunities will also be listed for those who wish to support the program.

The Shelter Operator will work directly with the City of Corona Homeless Solutions staff on any media inquiries and allow the City to decide who will take the lead on responses to the media.

2. Communication and Coordination with Local Police and Fire Departments

The Shelter Operator will be committed to communicating and working collaboratively with the City of Corona Police and Fire Departments as may be needed. The intention of the Shelter Operator should be to act as self-sufficiently as possible and minimize the shelter's impact on the City's Police and Fire Departments. This includes ensuring that program staff and security staff are trained to properly manage and respond to an array of difficult situations that may occur at shelter.

The Shelter Operator will provide an array of services and support that will be beneficial to the City's Police and Fire departments. These services include, but will not be limited, to:

- Security staff stationed both on-site and at bus/shuttle locations
- On-site Medical facilities to respond to medical needs of the clients
- Accepting referrals from Corona PD 24/7 so long as beds are available
- Staff Neighbor Patrol will monitor surrounding area to control issues of loitering, abandoned property, and other blight
- Training opportunities on mental illness, homeless sensitivity, or other topics of interest to supplement existing department trainings
- Direct referral access to the Coordinated Entry System to assist Corona PD to connect homeless individuals with housing opportunities
- Statistical reports on number of clients served, length of stay and/or demographic information. All such data requests will be coordinated through the City's Homeless Solutions staff

Additionally, the Operator will meet with Corona PD Homeless Outreach & Psychological Evaluation (HOPE) Team Officers and other Corona PD representatives as may be needed. Initially, it is suggested to meet once a month when shelter opens. Corona PD will have the ability to bring forward operator non-performance directly to the City of Corona Homeless Solutions staff in the City Manager's Office.

3. Communication and Coordination with City, County, and Service Providers

Operation of the Emergency Shelter/Navigation Center will be for the public good and to move Corona's system of services forward. As such, successful implementation of the Emergency Shelter/Navigation Center will require the partnership of various stakeholders including the City, County and other Service Providers.

The Shelter Operator will be committed to working cooperatively with numerous other service providers, community, and government organizations to serve the needs of the homeless population in the City of Corona.

In order to effectively manage and operate a robust Navigation Center that provides an array of services for the shelter clients, the Shelter Operator must demonstrate a strong history of collaboration and willingness to engage other service providers.

Additionally, the Shelter Provider will be responsive to and provide support to City of Corona in relation to the outcomes and operation of the program.

4. Policies for Community Involvement

The Shelter Operator will be committed to active participation in City community events. To the extent reasonable and feasible, representatives of the Shelter Operator will attend meetings of the City of Corona Homeless Strategic Plan Working Group, Continuum of Care meetings, Chamber of Commerce meetings, and other community meetings, as requested.

Additionally, the Shelter Operator may sponsor special events, such as community resource fairs, which will include the community and the neighborhood on various occasions.

5. Policies for Neighborhood Patrol

A staff led Neighborhood Patrol will assemble weekly to monitor a 1-mile radius around the shelter perimeter. The role of this patrol group is to identify and address issues, to engage with neighbors and enhance safety and cleanliness of the immediate vicinity.

Additionally, they will prevent and control issues of loitering, unauthorized parking of client vehicles in the neighborhood, abandoned property, shopping carts and other blight. A log will be kept of the weekly patrols. The following actions will be completed by the Neighborhood Patrol:

- All litter and trash items will be removed from the area and properly disposed of
- Clients found loitering will be issued a warning. Violations of this rule may cause a client to be exited from the facility
- Unauthorized parking of client vehicles in the neighborhood are subject to towing
- Shelter Operator will contact City designated shopping cart retrieval program to collect all shopping carts found that do not contain items of personal property
- Shelter Operator will follow City codes for removing personal property found in surrounding area
- Shelter Operator will work with Corona PD and City Net to receive referrals from outreach and engagement activities to homeless in surrounding community such as parks, riverbed, etc.

I. Shelter Advisory Board

A Shelter Advisory Board will be established and maintained to provide review of the operations of the Emergency Shelter/Navigation Center, enhance community relations, and bring information of any strengths and concerns from the neighborhood, local businesses, City and County entities, service provider partners and shelter clients about the operation of the Emergency Shelter/Navigation Center.

1. *Composition of Board*

The Shelter Advisory Board will be comprised of three distinct Boards representing different stakeholders and interests. The composition of these three boards will include:

Community Advisory Board

- Business Representatives
- Resident Representatives
- Faith-Based Organization Representatives
- Nonprofit Representatives
- County Representatives
- City of Corona Homeless Solutions
- Corona PD

Client Advisory Board (no membership limits)

- Open invitation to current shelter clients and graduates

Service Partner Advisory Board (no membership limits)

- Open invitation to all Navigation Center partners
- Centro Medico Community Clinic
- Corona Regional Medical Center

2. Meeting Schedule

All three Shelter Advisory Boards will meet quarterly (at minimum).

Ad Hoc meetings will be convened as necessary and provide a way for any member to agendaize issue and provide a mechanism to call a special meeting.

3. Accountability and Grievance Process and Policies

In addition to providing input to the operation of the Emergency Shelter/Navigation Center, the Shelter Advisory Boards are also tasked with the on-going review of the Shelter Providers ability to effectively administer its Operational Plan and Good Neighbor Policies. In the event that a Shelter Advisory Board finds concerns over the Shelter Operator's implementation of the program, the following processes and policies will be enacted to allow the Shelter Operator to make corrective actions toward such grievances:

- 1) Once a grievance has been filed, Shelter Operator and Advisory Board will create, at the meeting in which the grievance is filed, an action-plan to resolve the issues by the next regularly scheduled Advisory Board meeting
- 2) At the next meeting, the action plan's outcomes will be reviewed to determine if the issue has been resolved
- 3) If the issue has not been resolved, but the Shelter Operator has provided evidence of a good faith effort to follow the course of actions outlined on the plan, they will be given an additional 90-days to enact an alternative plan
- 4) If the issue has not been resolved and the Shelter Operator has not demonstrated or provided evidence of following the course of actions outlined in the plan, a formal complaint will be sent to the City of Corona Homeless Solutions for investigation and possible termination of the Shelter Operator Contract. The City of Corona shall have a plan for operation of the shelter if the shelter operator is terminated by the City of Corona, including failure to enforce plan components such as Good Neighbor Policy, bed reservation requirements, no walk-in/no walk-out policy, etc. The plan may include selecting the next eligible operator from the original operator RFP and/or entering into a sole source with a new operator, based on approval of City Council.
- 5) Additionally, Corona PD will have the ability to bring forward operator non-performance directly to the City of Corona Homeless Solutions Office.

J. Safety Policies

1. Facility Maintenance

The Shelter Operator will maintain a schedule for regular facility maintenance and cleaning. The Shelter Operator will contract with a janitorial service or have staff provide daily cleaning services for all areas utilized by clients and weekly for office space and the Navigation Center.

Shelter Staff will rotate regular maintenance duties and inspections for minor repairs and replacements. Maintenance and cleaning forms are used to track completion of each task and reviewed monthly. The Shelter Operator will be responsible for staff training and performance in these duties.

The outside grounds will be incorporated into the maintenance schedule and rotation including cleaning of parking lot, landscape maintenance, maintenance and cleaning of sidewalks and patio areas, and checking of outside lights and furnishings. Graffiti will be reported to Program Manager for removal within 24 hours.

Need for repairs will be reported promptly by staff to the Program Manager. Minor repairs may be completed by staff as trained. Major repairs are reported to the Program Manager of the Shelter. Difficult repairs will be sent out to an approved list of vendors for bids, approval, and completion. Shelter Operator will comply with the terms and conditions of the lease agreement which will set forth responsibilities of the City and Shelter Operator.

The Shelter Operator will be committed to maintaining a pest free environment throughout the premises. As such, no food will be allowed in living areas of facility. Trash bags will be emptied daily in all areas. Inspection of client spaces and lockers will be conducted for any items that would attract pests. All staff will receive appropriate training for the identification of common pests as well as prevention and control measures. A Pest Control company will be contracted by the Shelter Operator and will come regularly to spray for bugs, check for infestation of pests, and perform other pest prevention or extermination treatments that will be seen on their visits or reported by staff.

2. Fire and Earthquake Safety

Evacuation Plan Clients

Shelter staff will be trained in protecting the safety of everyone in the facility. Staff will respond quickly and safely when an emergency, incident, or natural disaster occurs. Evacuation Routes and Exits will be posted in each major area of facility. An evacuation point outside will be designated.

In case of the need for evacuation, the present site lead during the emergency will notify all staff and clients to evacuate, call 911, and direct evacuation plan. Staff will be assigned to oversee the evacuation of clients in each work area. Staff will check client areas, assigns assistance to non-ambulatory and disabled persons, and leads clients to safety through the nearest safe evacuation exit. Staff will assemble clients outside at designated evacuation point, read bed list for attendance and search for any missing clients as safety conditions allow.

In case of fire these additional protocols will be completed:

- The Program Manager or lead staff member will pull the nearest fire alarm if it is not already sounding.
- While evacuating clients, staff will attempt to close all door(s), if safe to do so.
- Before exiting a room, the Program Manager or lead staff member will touch back of hand to the door to determine if the door is cool, then open it a crack, smell for smoke, and if deemed safe, open the door, and leave the building to the evacuation meeting point.
- If the door is hot, it is not opened, and staff will lead clients to leave via the nearest safe exit.
- Staff will locate and use appropriate fire extinguishers if safe to do so.
- When the Fire Department arrives, a staff person will speak to the officer in charge and give the officer a set of staff keys.
- Staff will contact the Program Manager or his/her delegate as soon as possible, if not on site.
- Staff will report incident and procedure in Critical Incident Report and staff shift notes as directed in shelter policy. All Critical Incidents must be immediately reported to City's Homeless Solutions staff.

If the weather is inclement and if the evacuation will not be short, staff will:

- Contact the Program Manager and City Homeless Solutions to identify evacuation locations and disaster team if assistance is needed for client shelter, meals, or services.
- Contact other Homeless Providers for services as needed.

For a false alarm or other short-term evacuation, staff will direct occupants back into the building once the Fire Department has authorized an "all-clear."

3. Fire Prevention Procedures

The Emergency Shelter/Navigation Center will be approved by the Fire Department for all fire codes, sprinklers, alarms, and exits prior to service implementation. Emergency lighting will be installed both inside the facility and outside on the grounds for safety and in compliance with all codes.

No smoking will be allowed inside or outside the building within 20 feet of doors. A smoking section will be designated, and a sign posted in the enclosed patio area.

4. Fire Drills and Documentation

Fire drills will be conducted at least quarterly. Documentation of fire drills will be kept for three years in Shelter Management Files.

5. Fire Inspections and Extinguishers

The most recent annual fire inspection will be posted in a designated area of the Emergency Shelter/Navigation Center facility and will be included in the Shelter Management files. Fire extinguishers will be hung in each area of the building as shown in facility plans and in evacuation plan. Fire extinguishers will be inspected and maintained per City of Corona Fire Department requirements. A certificate of the last most recent fire inspection will be posted in a visible designated area.

6. Earthquake Safety

Earthquake drills will be conducted quarterly by staff. The evacuation route and procedures may be the same as for other hazards. A client tally and search will be conducted once evacuation is conducted.

In case of an actual earthquake that causes damage to facility or grounds, the City of Corona Building Department will be called to inspect the facility as soon as safety permits. Clients will be evacuated from building and transported to other shelter as needed.

K. Security Plan

The Shelter Operator will follow policies and procedures that promote utmost safety for clients, staff, volunteers, and the community and will strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate.

1. Eligibility Screening

No person validated on the sex offender registry (Megan’s Law) will be allowed to access the shelter property. Additionally, no felons with open warrants will be allowed to access the shelter property. Clients may only be referred by Corona PD, City Net or City Homeless Solutions staff. Clients must have documentable ties to the City of Corona unless a waiver is approved by the Corona Police Department or Homeless Solutions staff.

Operator will use the following screening methods:

- a. Screening for Sex Offenders: <https://www.meganslaw.ca.gov>
- b. Screening for Open Felony Warrants: <http://public-access.riverside.courts.ca.gov/OpenAccess/>
- c. Methods to Verify Ties to the City:
 - Driver’s License or California ID
 - City Library Internet Card or Library Book Card
 - Bank Statements
 - Car Registration
 - HMIS record of prior services in City
 - City Net prior outreach interactions will confirm documentable ties to City
 - Corona PD prior calls for service, outreach, or enforcement will confirm documentable ties to City
 - Children are enrolled in City schools
 - They or a member of the household are employed in the City
 - They or a member of the household graduated from or attended a school in the City
 - Other documentation that demonstrates a last permanent address in City
 - i. Previous Utility Bill
 - ii. Previous Rental Agreement
 - iii. Other bills or documents with City Address
 - Faith Based or Community Based Partner verification of prior services in City
 - County Agency verification of prior services in City

2. Secured Entrances

All clients will be required to enter the shelter in a coordinated, peaceful fashion. Families will have a separate entrance for entering the shelter as well as separate sleeping areas.

All clients will present identification upon entry. Clients without valid California identification cards will be given supportive services to secure a valid identification card. Clients will also receive a shelter-specific ID to use for admission into the shelter during the duration of their stay.

All clients and their belongings will be checked by security personnel, utilizing security wands each time they enter and exit from the shelter and all contraband will be seized. Contraband items include but are not limited to: weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items or environmentally harmful goods.

Clients will sign in upon entrance and sign out upon exit from the building.

3. On-site Security Personnel

The Shelter Operator will provide a sufficient number of trained security personnel to ensure the safety of clients and the surrounding neighborhood, 24 hours a day.

Security personnel will be on site at all times and will conduct security rounds of the facility, as necessary.

Security personnel will be stationed both inside and outside the shelter to ensure maximum coverage.

Security personnel will be accessible and visible to clients, and survey facility for any potential concerns. Staff and security will have communication with each other via portable electronic equipment.

Security personnel will carry non-lethal weapons such as mace, batons, and handcuffs. Security personnel will receive "Homeless Sensitivity Training" through the Shelter Operator's resources.

4. Security Alarms and Cameras

The building will be equipped with security cameras inside and outside, and safety alarms. A staff member will monitor security through cameras at administrative office areas.

5. Security Lighting

Security lighting will be used both inside and outside the facility to highlight entrances and parking lot. A staff person will escort any persons to parking lot or security gate after sunset.

6. Loitering Policy

Clients will not be allowed to loiter in the surrounding neighborhood. Violations of this rule may cause a client to be exited from the facility. The Shelter Operator's Good Neighbor Community Policy will include regular checks of surrounding area to prevent and control loitering issues.

7. Deescalating Conflicts

All employees will receive training in communication techniques that de-escalate confrontations.

8. Entrance and Exit Procedures

All staff and clients will enter and exit through one main entrance and security check point. All areas of the building will be locked when not in use. The building will be zoned so that clients will only have access to the areas which they need. During sleeping hours clients will have restricted access to other areas of the building.

All clients will present identification upon entry and their person and belongings will be searched by security. They will sign in upon entrance and sign out upon exit from the building.

All clients will enter the property by bus/shuttle. Clients will be escorted from the designated parking lot area and bus/shuttle drop off area to the shelter entrance. Navigation Center clients will follow the same entrance procedures.

Clients with vehicles must go through the referral and screening process before they are authorized to drive to the facility and park in the shelter parking lot or on Harrison Street.

9. Policy regarding storage of client's possessions

All shelter residents will have access to limited personal storage space. Each client bed will be assigned a large storage locker for personal valuables.

A client storage log will be signed at each visit to the storage locker area. The storage area may be accessed, with staff supervision and only during assigned hours during the day.

All items will be stored for the length of the client's stay at the shelter. The right to store items may be revoked based on violation of rules and/or the management's discretion. Once a client has exited the shelter program, any personal effects may be stored for up to 7 days; after which, the property will be donated or disposed of. Clients who have exited from the shelter program must contact staff to set an appointment to collect their personal belongings.

In the event the client cannot come to retrieve their own property, they may name a proxy of their choosing to pick up their effects by filling out an Authorization for Release of Personal Property form. The client will be responsible for asking their designated contact person to retrieve property, if needed.

No contraband items may be stored at the shelter. Contraband items include but are not limited to: weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items or environmentally harmful goods.

10. Policy pertaining to authorized/unauthorized search of clients' property by staff

The Shelter staff will have the right to inspect all storage areas to ensure compliance with contraband policies. Staff has the right to designate a period of time when a client will be ineligible for re-entry to facility if contraband is found. Length of ineligible time will be documented according to the "Exit and Readmission Policies".

When inspecting a client's possessions without them present, two staff persons will be responsible for the search. An Authorization Form will be signed by the client at time of entrance into facility when they place items into the storage area. When items are found in the client's possession that are not suitable for storage, clients can choose to have staff dispose of the item or client may store property off site premises at their own cost.

11. Policy on Possession of Weapons On-Site

No weapons or objects which can be used as weapons will be brought into the shelter. All of a client's belongings that they are carrying on-site will be searched upon entry and inspected for weapons and items that could be used as such. Anyone found with a weapon or dangerous material that can be used as a weapon will be asked to immediately leave the premises and neighborhood of the facility. Sharp objects such as tools or scissors will be stored in locked storage areas and not taken into shelter living areas.

All kitchen knives and sharp objects, hazardous materials, and cleaning equipment that could be used as a weapon will be kept in locked areas with only staff accessibility.

12. Procedure for Contacting Police

The intention of the Shelter Operator should be to act as self-sufficiently as possible and minimize the shelter's impact on the Corona Police Department. This includes ensuring that staff and security will be trained to properly manage and respond to an array of difficult situations that may occur at shelter.

In establishing a procedure for contacting police, the Shelter Operator will work cooperatively with Corona PD and the Homeless Solutions staff to establish shelter policies and procedures on how and when to contact police for conflict resolution, trespassing, theft, unruly behaviors, loitering around property, mental health evaluation, and emergencies.

Upon consensus, a 911 protocol will be established and followed. All staff members will be trained in these procedures. 911 may be called for any medical emergencies, violent behaviors that endanger others, and suicidal ideation.

L. Health Policies

1. Housekeeping Policy

The Shelter Operator will commit to and understand the importance of maintaining hygienic, sanitary environments for the well-being of clients, volunteers, and staff. The Shelter Operator will maintain written, standardized housekeeping procedures. Each procedure will be designed for safety of staff and clients and for a consistent, high standard of housekeeping. Staff will be provided with training in these procedures, will be monitored in performance of the procedures, and evaluated in their effective use of them. Training may include education on any hazardous materials with which staff may come into contact when carrying out their assigned work tasks. The complete list of procedures will be included in a Shelter Policy and Procedures Manual and made available to all employees.

Outside janitorial staff may be contracted to assist in the maintenance and cleaning of the facility. Thorough daily cleaning of all client areas including living quarters, kitchen and dining areas, and common areas will be completed using institution strength anti-bacterial products.

Bathrooms, showers, and eating areas will be given priority attention. The kitchen and dining areas will be cleaned according to strict health standards after each meal. Office space will be cleaned weekly by the janitorial staff and as needed by Shelter staff and partner organizations using the space.

To prevent cross-contamination, clients will be required to store personal toiletries in plastic sealable bags on their beds when not in use. Clients will be assigned a set of linens at intake for their use while in the shelter. The client will be responsible for making and maintaining their bed each morning. Staff will wash bed linens weekly in hot water with bleach unless special circumstances require more regular cleaning.

All staff will practice universal precautions in handling of laundry, cleaning of facility, and general self – health care. Specifically:

- Staff will wear appropriate protective garments (i.e. gloves) while completing tasks
- Staff will use recommended disinfecting cleaning products for each area of facility
- Staff will practice required hand-washing procedures
- Kitchen staff will be trained in and practice required food-handling procedures
- All client clothes will be washed upon initial intake and weekly (or as needed) thereafter
- All laundry will be handled according to safety and washing procedures
- Staff and volunteers will follow a set of Program Rules and Regulations for working when they are sick/contagious

The outside grounds will be included in the housekeeping standards and schedule. The Shelter's outside spaces, parking lot, and green areas will be cleaned daily from debris and litter. Chairs and tables will be washed according to inside standards. Minor repairs of the facility and grounds will be completed by the Shelter staff. Any major repairs or work requiring specialized training will be completed by approved vendors. Shelter Operator shall refer to the Lease Agreement to understand responsibilities of City and Shelter Operator.

The Navigation Center will be included the housekeeping standards and schedule. The Service Partner agencies must adhere to housekeeping procedures as outlined in their respective MOU agreement. Service Provider Partners will be expected to respect and keep their areas clean after usage.

2. Pet, Assistance Animal and Service Animal Policies

- ✓ Clients will be permitted to bring pets, assistance animals, and service animals to the shelter facility.
- ✓ Service animals and assistance animals will be permitted to stay with client in the shelter living areas while all other pets must stay in assigned kennels/crates in sleeping quarters and the designated dog run during times of client recreation, or on leashes in outdoor common areas.
- ✓ In order to qualify as a service animal, a client must produce an official letter from a licensed physician, social worker, therapist, or case worker stating that the animal is needed to ease the effects of mental, emotional, or physical disabilities.
- ✓ Only registered animals that have proof of current rabies vaccinations will be allowed at the shelter facility.
- ✓ The health and well-being of all pets as well as assistance and service animals brought into the shelter facility will be the responsibility of the owner. Shelter guest pet responsibilities include:
 - Compliance with leash policies for safety of other shelter guests, other animals, and shelter staff and volunteers
 - Spay/Neuter laws
 - Feeding/watering animals
 - City Licensing
 - Pick-up after pet waste
 - Safe Tethering Laws
 - Rules against animal cruelty
- ✓ Clients who are unable to care for or feed their pets or cannot control them while at the shelter will be asked to remove the pets from the facility. Shelter Operator will work with City Animal Services & Enforcement and/or Riverside County Department of Animal Services to determine if temporary boarding options are available for clients with extenuating circumstances.

- ✓ Shelter Operator will work with City Homeless Solutions staff to develop funding and community partnership strategies to assist clients with pet care costs such as rabies shots, licensing, food, or vet bills.

- ✓ Shelter Operator may deny requests for Pet, Assistance Animal, and Service Animal accommodation if:
 - Animal poses a threat to other shelter guests, shelter staff, or pets of other shelter clients. Such denials will be based upon
 - Behavior of animal
 - Nature, duration, severity of risk and probability that potential injury will actually occur and whether risk can be mitigated through a soft muzzle
 - Undue financial or administrative burden
 - Accommodation fundamentally alters nature of shelter services

3. Possession and Use of Controlled Substances

The Shelter Operator will have a strict policy prohibiting the possession or use of alcohol or controlled substances at the Emergency Shelter/Navigation Center premises by employees, residents, clients, and general public.

It will be the intent of the Shelter Operator to promote a safe, healthy, and productive environment for everyone. Staff recognizes that the illegal and/or excessive use of drugs and alcohol, or the inappropriate use of prescribed drugs is not conducive to a safe living environment. It will be the objective of the Shelter Operator to have an environment that is free from the influence of controlled substances and alcohol at all times on premises. The unlawful purchase, possession, transfer, manufacturing, distribution, dispensation, or use of any illegal drug is inconsistent with the objective of operating in a safe and efficient manner and will be strictly prohibited and is contrary to the Emergency Shelter/Navigation Center's mission.

4. Policy for Drug Possession

Staff will have the right to refuse entrance to any client who is noticeably under the influence, exhibiting behavior that is inappropriate due to influence, or otherwise cannot follow the rules and expected behaviors of a client while participating in shelter activities. If alcohol, illegal substances, or paraphernalia are found in client's possession after they have completed entry paperwork and necessary security screenings, that client may be asked to exit the facility at the discretion of staff. They may be given a time frame of their next eligible readmission date. The illegal drug or alcohol will be disposed of and documented by two staff following written protocol in a Policy and Procedures Manual.

5. Security, Use and Access of Prescription Medications

If a client has medications that must be administered throughout the evening/night or will be damaged by extreme heat or cold, they may retrieve them from a designated staff person. If a medication needs to be refrigerated, the medication will be packaged and labeled with person's name, bed number, and name of medication and placed inside a designated locked refrigerator.

A client who qualifies and requests their medications to be stored in a locked area must sign an Agreement Form and will have access to the medications as soon as possible by their request to the staff on duty. The client will be responsible for requesting and taking their own medications within limits of how they are prescribed. Only the person whose name is on the medications will be able to retrieve them.

6. Client Use of Over-The-Counter Medications

Use and storage of over-the-counter medications follow the same policy and procedures of prescription medications.

7. Client Access to Emergency and Medical Care

Clients may have access to medical care. Centro Medico Community Clinic is the City's onsite Federally Qualified Health Center (FQHC) partner. Client should communicate to staff member on duty their need for medical care, if possible. Medical support may be accessed through the onsite Medical Wing and/or through local hospitals if and when access to the Medical Wing is not available.

If a client requires first aid items, they may access them from a shelter staff member at the service desk. The staff member may assist the client in first aid care with client's permission, as he/she will be trained, and using universal precautions.

In case of a seizure, staff will be trained in appropriate safety precautions and will call support from the Medical Wing staff or 911 if seizure persists or causes bodily harm. If a client needs emergency or serious medical care, the staff on duty will call 911 and follow 911 procedures. In case of an injury, staff will not move the client. They will contact other staff, call 911, and if appropriate, check breathing and pulse and begin CPR if needed. One staff member or trained volunteer will attempt to keep the client comfortable and keep other clients away from immediate scene, while another staff member will wait for medical personnel, give medical personnel information about client, and direct them to client.

The Program Manager will be called as soon as possible. After client emergency or incident has been controlled, the lead staff member will complete a Critical Incident Report form which will be immediately sent to the Program Manager, higher-level staff as needed, and City of Corona Homeless Solutions staff.

8. First Aid Equipment, Supplies and Procedures

The Shelter Provider and/or Medical Wing partner will have first aid supplies available at all times. The first aid kit will be inspected monthly, updated as items expire, and re-stocked after each use. Staff members will be trained annually in universal precautions, first aid care, seizure, or Mental Health crisis. Any incident occurring at the Emergency Shelter/Navigation Center requiring first aid will be documented in the daily report and a Critical Incident Report will be prepared and sent to Program Manager, other higher-level staff as necessary, and City of Corona Homeless Solutions staff.

9. Policies & Procedures for Disease Prevention

The Shelter Operator will have protocols for prevention and treatment of certain diseases and conditions such as seizures, diabetic episodes, mental health episodes, lice, bed bugs, influenza, and other communicable and contagious diseases. Universal precautions will be maintained at all times in handling of fluids, client clothing, laundry, and in all cleaning of premises.

When an accident or injury to an employee or client occurs or when there has been damage to Shelter property, staff will follow a set protocol which includes:

- Immediately contacting Supervisor about the situation
- Dealing with any injuries
- Securing the accident scene by obtaining names, addresses, and phone numbers of witnesses if possible, taking photos if possible, and noting any unusual circumstances
- Recording all necessary information to complete a formal report
- Not accepting any responsibility on behalf of the Shelter Operator
- Reporting all accidents or injuries within 24 hours to insurance carrier
- Completing and submitting a Critical Incident Report to the City Homeless Solutions staff

If a client shows symptoms of a contagious disease or other public health concern that might threaten another person, the client will be sent to the Medical Wing or hospital emergency room for diagnosis and treatment. If a client leaves due to disease, the bedding and client's clothes will be washed, bed cleaned, and bedding replaced on bed. Clothes and belongings will be stored in designated area and held for the maximum amount of time permitted. The Shelter will operate to conform to best health practices and concerns.

Universal precautions will be used for all handling of client possessions. Staff will follow hand washing techniques recommended by the Riverside County Public Health Department AKA Riverside University Health System – Public Health.

M. Food Policies

1. Provision of Nutritional Needs of Clients

The Shelter Operator will provide a breakfast, lunch, and hot dinner to each shelter guest client every day. Meals will be prepared through the on-site kitchen facility. The Shelter Operator's Food Coordinator will work with the Kitchen staff to coordinate a weekly menu. They will ensure that meals will be nutritious and balanced.

The Shelter Operator will include in its in-kind donation strategies, opportunities for food donations and partnerships with local food banks. The Shelter Operator will also work with community and faith-based partners and existing community meal service programs to offer opportunities to feed homeless individuals at the shelter as part of the City's pilot transportation shuttle/day meal service program to move homeless meal serving out of City parks and into the shelter. During extenuating circumstances, through in-kind partnerships or as cost-effective strategies are developed, Shelter Operator may also purchase daily food deliveries through a third-party vendor and include such expenses in the operating budget.

Tables will be set up for meals in the dining area of the Shelter at the scheduled meal times. Food will be served at designated times of operation for registered shelter clients or registered transportation shuttle/day meal service program clients only.

2. Meeting Riverside County Environmental Health Department Standards

The Shelter Operator, Food Coordinator, and Kitchen Staff will meet all Riverside County Environmental Health Department standards. This includes but is not limited to the Food Facility Operators Guide and Ordinance 492 which governs requirements for Food Facilities. Inspections will be completed by the Health Department and any changes will be made if indicated. The certificates for Health Department inspection results will be posted in the Kitchen area of the facility. All cook staff will be required to have completed the ServSafe Food Handler Program.

3. Provisions for the Sanitary Storage and Preparation of Food

The Emergency Shelter/Navigation Center will have adequate space for storage of dry foods, refrigerated foods, frozen foods, and supplies. Separate refrigerator/ freezer space should be available for client medications. The Shelter Operator will provide extra refrigeration and freezer appliances as needed to supplement safe storage of food, if space is available. Current certificates of food handling safety will be posted in the kitchen area and in the employee file for each cook. Cooks and volunteers assisting them follow the procedures of the Riverside County Environmental Health Department as taught in the ServSafe Food Handler Program. All volunteers will be supervised by a cook employee. Other employees will only be allowed in kitchen area under supervision of cook.

All storage areas will be cleaned on a planned schedule and outdated food will be disposed of. There will be a rotation schedule for storage and use of food in freezer, refrigerator, and dry goods pantry that maximizes use of food so that it does not become outdated.

N. Transportation Policies

The policies for travel to and from the Emergency Shelter/Navigation Center will be designed to support client needs and minimize potential impact on the adjacent neighborhood and surrounding businesses.

The following transportation measures will be implemented:

1. Transportation Flow On and Off Property

The Shelter Provider will create a plan for safe and effective flow of traffic on and off the property based on the schematics of the shelter grounds and surrounding neighborhood. Considerations should include policy for no-walk-ins/no walk-outs, policy for clients with vehicles and bus/shuttle services.

2. Pedestrian Traffic

The shelter will operate by bed reservation only and no walk-ins or walk-outs will be allowed. The clients will be expected to utilize the transportation options that will be provided to them by the Shelter Operator. The no walk-in and no walk-out policy will be posted and disseminated throughout the community.

Any individual that does walk-up will receive information on how to connect with City Net for a referral in order to be screened for eligibility to make a bed reservation and be provided transportation to a self-directed location out of the surrounding area to return only when the established reservation protocol has been followed.

3. Bicycle Traffic and Parking

A bicycle rack will be provided in a secured outdoor area. Bike locks will be encouraged but are the responsibility of the client to obtain. Bus and shuttle transportation vehicles will be designed to transport bicycles to mitigate foot traffic to the facility.

4. Bus and Shuttle Transportation Services

Access to the shelter will be provided by bus and/or shuttle transportation services. The Shelter Operator will work cooperatively with City and other stakeholders to provide the most cost-effective means for providing transportation to and from the shelter.

It is recommended that there be a minimum of two (2) designated pick up locations that provide ample geographic range for qualified clients seeking shelter services. Locations will be selected by the Corona Police Department and the City's Community Services Department. Operator will not drop-off/pick-up other than at agreed upon locations.

Daily bus and/or shuttles will be provided to transport all screened clients to the Shelter Site. Security personnel will be staffed at each location to ensure only prescreened clients with bed reservations receive transportation to the shelter. Operator/Security will also conduct random daily checks of 1 mile radius to shelter and drop-off/pick-up locations to enforce shelter rules and thus avoid loitering and homeless congregations.

To avoid, long term loitering at the bus and/or shuttle pick up areas, clients may arrive at the bus and/or shuttle Stop thirty (30) minutes before the Bus/Shuttle departure time.

Drop-off/pick-up locations are an extension of the shelter and thus any violation such as loitering constitutes a violation of the shelter rules which will be strictly enforced.

In the case of special circumstances, and only if arrangements have been communicated by the client to their Employment and Housing Navigator and/or bed reservation staff the prior evening, returning clients who are unable to return to the shelter at the designated time may work out alternative transportation options so long as the no-walk in or no walk-out policy is not violated.

Shelter Operator may also authorize prescreened clients to drive their vehicles to the shelter facility after a bed reservation has been confirmed.

Each morning, two bus and/or shuttle services will be provided for clients who desire to leave the shelter for employment and other personal appointments. Suggested times are 6:00AM and 10:00AM.

5. Personal Vehicle Transportation and Parking

The Shelter parking lot will be available to Shelter staff. Volunteers, vendors, and community visitors may also park their vehicles in the Emergency Shelter/Navigation Center lot while at the facility. The facility's parking lot can accommodate 11 vehicles.

Vehicles eligible to park in the Harrison Emergency Shelter and Navigation Center lot will be listed on the Vehicle Parking Form by license plate and client name. Vehicles in lot overnight must be registered on this log each night. Security staff will include the parking lot during security rotations.

Harrison Street parking restrictions do not allow overnight parking from 8 pm to 8 am with the exception of the 10 spaces in front of the facility as depicted below:



Shelter Operator will be required to develop strategies to manage overnight parking with 21 available spaces. Please note that once the shelter is operational, Operator can work with the City to incrementally change parking restrictions if more than 21 spaces are needed for overnight parking for shelter staff, vendors, and clients with vehicles

6. Staff Transportation of Clients

Shelter staff members will not be permitted to transport clients under any circumstances in their personal vehicles. Only designated staff in shelter owned/operated or contracted vehicles may transport clients.

7. Transportation Policies for Navigation Center Clients

If Phase II is implemented, transportation to and from the Navigation Center must be arranged by the Service Provider partner.

8. Delivery of Shelter Goods and Community Donations

Deliveries for shelter goods and community donations will be dropped off in a designated area. The planned location for these designated drop-offs will take into consideration pedestrian, bike, and other vehicle traffic routes to minimize safety risks and impact to the shelter site and surrounding area.

It is anticipated that delivery of goods from contracted vendors will occur approximately 3x weekly. The delivery of community donations by private donors will occur approximately 3x daily during designated donation drop-off times.

Subject to change as may be needed, all deliveries of goods and/or donations will occur between the hours of 10AM-4PM.

O. Financial Policies

1. Financial Requests from Clients

Financial requests from clients must be requested and received through their Employment and Housing Navigator and/or through Service Provider Partner at the Navigation Center. Clients will sign a designated log when they receive the requested item (bus pass, clothing/food voucher, etc.). All bus passes and/or vouchers must be kept in a locked safe in a locked office or closet at all times when not in use.

The Shelter Operator and/or Service Provider partners may offer financial assistance opportunities to clients, when available and must establish priority levels and/or other fair means for distribution. The Shelter Operator and/or Service Provider partners will not be obligated to fulfill all financial requests from clients that they receive.

2. Client Possessions and Funds

No funds of clients will be handled by the Shelter staff. Clients with funds kept in their possession while at the Shelter will be responsible for their security and safety. Staff will encourage clients not to have funds on site, and to store wallet, electronic devices, and any cash in appropriate locked storage. The Shelter Operator will have a policy of not being responsible for lost or stolen items that is included in a Policy and Procedures Manual, listed in the signed Rules agreement, and read nightly when rules will be reviewed before intake.

Clients will not be permitted to give cash to staff at any time, for any reason.

3. Annual Outside Audit

An independent financial audit of the Shelter Operator will be completed on an annual basis. A most current audit will be kept on file at the Shelter Operator's administration office(s) and may be viewed, as necessary.

The Emergency Shelter/Navigation Center will also be subject to an annual program audit or monitoring. It will be the responsibility of the Shelter Operator to correct any deficiencies reported by the audit within the time limits available to them. Failure to comply may result in the termination of the Shelter Operator contract.

4. Financial Reports Review

Financial reports will be produced each month by the accounting department of the Shelter Operator. These reports will be reviewed by the City of Corona Finance Department and Homeless Solutions staff.

The Administration Office of the Shelter Operator will review financial statements and budgets with Program Manager on a regular basis. To manage programs within authorized budgets, adjustments will be made in spending, if necessary.

P. Legal Policies

1. Policy for Compliance with Local Laws

The Shelter Operator will follow all County Health Department and City Fire Department requirements, and will train staff for food handling, CPR, fire drills and other disaster evacuation procedures. The Shelter Operator and staff will work cooperatively with Corona PD to deal with clients who commit crimes while staying at the shelter. Additionally, Shelter staff and management will cooperate with law enforcement agencies on investigations for persons wanted for crimes as much as is possible while maintaining policies on client confidentiality.

2. Policy for Compliance with Labor Laws

The Shelter Operator will comply with all required labor laws. Occupational Safety and Health Administration (OSHA) training and reviews will be conducted during staff meetings on a quarterly basis. OSHA flyers will be posted in administrative offices.

The Shelter Operator's wages will be at or above minimum wage. Employee breaks, meals, and overtime will be monitored legally and compensated as needed. The Shelter Operator will be contracted with a company to examine any work injuries. The proper incident reports, Workmen's Compensation forms, and requirements will be completed.

Q. Non-Discrimination Policies

The Shelter Operator will adhere to a policy of non-discrimination which will be stated in the Shelter Operator's Policies and Procedures Manual.

The Shelter Operator will not discriminate in the provision of client care based on age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographic, national, or ethnic origin, HIV status, disability, or veteran status.

1. Policy for Compliance with Americans with Disabilities Act

The Shelter Operator will comply with appropriate standards of The Americans with Disabilities Act (ADA). Staff will be trained to be cognizant of any client physical disability and assist as needed to address any barriers from the structure of the building. Staff will receive training to work appropriately with persons with disabilities. All persons will be treated with dignity, value, and worth.

2. Gender-Specific Programming Policy

Persons accessing the Emergency Shelter/Navigation Center services will be identified by the gender identification for which they choose. Staff will provide beds to persons of gender identity, expression, and sexual orientation with due regard to privacy and client rights. Bathrooms and showers will be constructed with equal privacy for all clients, regardless of sexual orientation, expression, or identity. All programs and services will be available with the dignity of all clients as highest priority.

3. Sexual Harassment Policy

All clients, volunteers, and employees should be able to coexist at the Emergency Shelter/Navigation Center in a trauma informed care environment, free from sexual harassment and inappropriate sexual behavior.

The Shelter will have a zero-tolerance policy for sexual harassment and inappropriate behavior of a sexual nature. No sexual harassment will be tolerated by anyone on the facility grounds, including staff, volunteers, or clients. Clients, staff, and volunteers will be notified, at the Shelter Operator's sole discretion, if any of their remarks, advances, gestures, or attire constitutes sexual harassment toward any person in the Harrison Emergency Shelter and Navigation Center facility.

Anyone who believes he or she has been the subject of any such behavior will be urged to report it to the staff or supervisor immediately. A report will be completed and taken to appropriate staff or supervisor for resolution. Reported incidents will be investigated on a confidential basis. Provisions will be instituted to guard the safety and emotional health of persons who have been victims of a reported incident. After proper review, a person found to have engaged in sexual harassment or inappropriate behavior of a sexual nature will be subject to disciplinary action including possible immediate exit from program or termination from employment.

4. Policy Regarding Sex Offenders

The Shelter Operator will have strict requirements for the safety staff, service partners, and clients. Staff and volunteers will be trained in sex abuse definitions, sex offender policies, and vulnerable adult abuse. All employees must review this training yearly and be certified to have passed its standards.

The Shelter Operator will follow federal law requirements in reporting sex offenders. All clients will be screened for sex offenses through the National Megan's Law database. Screening will be conducted at the time of reservation; no potential participants with a registered sex offense will be allowed on the bus/shuttle or admitted as clients.

R. Confidentiality Policies

1. Personal Confidentiality

People seek help from emergency shelters at a difficult time in their lives. Their need for service and the help that can be provided is determined through sharing of factual and personal information. For this to be effective, every client must be able to trust that every staff member and volunteer respect client confidentiality.

Therefore, the Shelter staff and Shelter Operator will maintain strict confidentiality practices as written in Confidentiality Policy. These practices include:

1) Fact of Participation: The fact that an individual is or has been a participant in the Emergency Shelter/Navigation Center should not be disclosed except as may be specifically defined. Inquiries by visit, telephone, or letter regarding a participant in the program should be answered with the statement that information as to whether a particular person is or has been in residence cannot be divulged; that if in fact the individual is in residence, they will be advised of the inquiry, and that, at their discretion, they will or will not communicate with the inquirer.

2) Disclosure to Other Agencies: Disclosure of client information to the City Homeless Solutions staff and other social service agencies, whether on a referral to or from the agency, generally may be permitted with the client's written consent for release of information. Information is to be withheld where enjoined by law and by contract. The Shelter Operator will maintain the confidentiality of client records (as under the Privacy Act). Disclosure of information relating to program participants should not be made to employers, credit agencies, unions, or other similar organizations, except at the request, and with the consent of the client.

3) Information to the Client: In some situations, it may be required by law to disclose to the participant information contained in his/her own case record. Information disclosed should be limited to that which is included in the formal case record. The formal case record should contain factual information, not counselor notes and observations. Information provided by other agencies should not be shared.

4) Law Enforcement Agencies: All requests for information regarding clients originating from law enforcement agents, should be referred to the Shelter Operator's acting Legal Department. Before any action is taken on any legal request, a staff member or program manager should contact their Legal Department as there are boundaries in place to determine the sharing of information with law enforcement personnel according to its policies on client confidentiality (as stated in the Shelter Operator's Policy Manual) and applicable law.

When an arrest warrant or a search warrant has been issued by a court, if such a warrant is presented to the facility relating to a client in the residence, staff will cooperate with the law enforcement agency in making the arrest or the search, preferably in a manner which will involve the least disruption to the program at the facility.

5) Written Consent: If there is any doubt as to whether client information should be disclosed, the consent of the client should be first obtained, except as otherwise required by law. The consent will be in writing on a Release of Information form and should identify the information to be disclosed, the person or agency to whom it will be disclosed, and the purpose of the disclosure, and the period of time during which authorization is granted.

6) Abuse Reporting: The Shelter Operator and Shelter staff will comply with all state and municipal laws requiring reporting to governmental agencies of instances of domestic violence and elder abuse. Staff will report any suspicion or evidence of vulnerable adult abuse. All staff persons at the shelter will be mandatory reporters. A Critical Incident Report will also be completed and submitted to the Program Manager, any higher-level staff as needed, and City Homeless Solutions staff. All staff will be trained at time of hire to identify signs of abuse and to properly document and report it. Training will be repeated annually.

7) Harm to Self or Others: If a client at the shelter program shares with a staff person a viable threat to do harm to self or another, the terms of confidentiality can be revoked, as in the case of suicidal or homicidal admittance.

2. Database Confidentiality Policies

Only trained Intake staff, Employment and Housing Navigators, and management staff will be authorized to access the Homeless Management Information System (HMIS) Database. Each staff person will have a separate password for entry. Staff is only to use computers that are authorized and HMIS compliant. No persons without a username and password set up by the Shelter Operator's IT department should have access to staff-only computers.

3. Exceptions to the Confidentiality Policy

All clients will be informed that staff will comply with the law to disclose client-related information to prevent danger to self or others or to report elderly/vulnerable adult abuse.

S. Grievance Policies

The grievance procedure will be applicable for any conflicts or disagreements between clients or between clients and staff. For example, the grievance process may be employed to address disruptive behavior or appeal incorrect formal action. However, in no way does the grievance procedure suspend the rules or consequences established in the Shelter Rules signed upon entering the program. Clients will have the right to file a grievance without the fear of harmful repercussions from staff or other residents.

1. Receiving and Posting

The Grievance Procedure should be clearly posted in the Policy and Procedure Manual and available at the shelter facility. A client will be given a copy of the grievance procedure when a conflict has occurred that cannot be resolved satisfactorily between the client and a staff person or another client, or when the client has a complaint about an event that occurred at the Shelter involving that client. The Grievance Policy Form will be read by the client and signed.

2. Meeting with Staff

Once received, staff will decide at the earliest regular staff meeting which grievances warrant a meeting. If needed, a formal grievance meeting will be called, headed by the Program Manager or their assistant. Prior to this meeting, the client defendant will be given a copy of the grievance so he/she may prepare to respond to the grievance.

At the grievance meeting, the plaintiff will begin stating his/her case. The defendant will then respond. All persons present will be allowed to ask questions of either the plaintiff or defendant. The burden of proof rests with the plaintiff. All decisions will be binding and after the formal grievance procedure has been completed, staff and residents will be expected to regard the matter as settled and in the past.

If a client expresses a concern or makes a complaint concerning their involuntary discharge, he/she may take the following steps:

- The client may request to discuss the matter with the Program Manager, who will make a decision on any corrective action required within the boundaries of his/her authority. When appropriate, the Manager will notify higher-level staff.
- If the client is still unsatisfied with the outcome, he may submit a request for intervention to the Shelter Operator's Executive Director, who will acknowledge receipt within a reasonable time frame. The Executive Director will take any corrective action required within 10 days and inform the client, in writing, of the resolution.

- Clients have the right to ask assistance of another person to speak on their behalf, or to help fill out a grievance form.
- Client grievances will be reported in monthly program reports. The Executive Director or other Shelter Operator executive staff member will review all grievances quarterly and/or annually.
- Grievances and resolutions should be documented in client file and incident reports.

3. Whistleblower Policy

Clients should have several ways in which they may share a grievance – verbally or written, anonymous or through a third party. A suggestion and grievance box will be available in the common area and will be checked weekly by staff.

Confidentiality will be strictly kept between the person making the complaint and the Program Manager which will withhold information internally to the extent prudent where a complaint involves a staff member or volunteer. The Grievance Procedure will be clearly posted in the Policy and Procedure Manual and available at the facility.

SECTION III. STAFFING AND MANAGEMENT PLAN

A. Staff Policies

1. Hiring Policy

The Shelter Operator must be an equal opportunity employer. A copy of its applicable Equal Opportunity and Affirmative Action Policy will be available in the Employee Handbook and through the Human Resources Department of the Administrative Offices.

2. Screening Procedure

Position openings will be posted on various employment networking websites. Potential applicants will be screened through a two-step interview process.

3. Acceptance Procedure

A completed application packet and staff letter of recommendation will be sent to the head of the Human Resources Department who conducts a thorough background check. Every potential applicant will be screened for active warrants, violent felony convictions, sexual offenses which require registration, and legal ability to work. Staff who will be in direct contact with clients will also be required to complete Tuberculosis screening as well as training for mandated reporting policies. The applicant

must successfully complete all screening requirements before they will be able to begin working directly with clients.

Upon hire, the new employee will sign a job agreement form and will be provided a job description informational sheet for their records. They will also attend a general orientation program led by the Head of the Human Resources Department. This orientation will cover important topics, such as but not limited to, sexual harassment policies, and appropriate interactions with co-workers, volunteers, and clients. Training places a heavy emphasis on appropriate conduct between staff and clients. Staff will be expected to adhere to these practices when interacting with clients. Program Managers complete a lengthier program-specific orientation process.

4. Staffing Policies for Safe Humane Environment

The Emergency Shelter/Navigation Center will be staffed to provide the safest, most dignified environment for all clients. All staff will be easily identifiable and will be required to wear Shelter Operator- Approved shirts as well as name tags while on site.

It is recommended that a total of ___ full- time staff and up to ___ part-time staff at the Emergency Shelter Program. Staff will be scheduled to optimize safety of staff, volunteers, and clients and to provide optimal coverage during hours of high volume.

B. Policies for Staff Training

All Emergency Shelter/Navigation Center staff will be trained in emergency evacuation, first aid procedures, mandated reporting policies, crisis intervention, and CPR procedures. This training will be repeated and updated annually and as needed. Staff may receive additional training on different topics as opportunities arise and are needed.

Each staff member also receives on-going in-service training in crisis management. Staff will also be trained in Strength Based Approaches and positive communication skills. Each staff member will be required to attend annual training to update and improve their knowledge. Documentation of training will be kept in each employee's file by the Program Manager and provided to the Head of Human Resources for filing, when appropriate.

Security staff will be provided sensitivity training to better equip them to work with homeless clients, and those in crisis.

1. Emergency Procedures - Evacuation, First Aid, and CPR, 911 Reporting

Emergency Shelter/Navigation Center staff will be trained in fire, earthquake, and chemical spill evacuation procedures when hired and annually. Evacuation drills with all staff and clients will be held and recorded quarterly. Evacuation protocols will be recorded at the Service Desk for reference. Evacuation maps will be posted throughout the facility. All staff will be trained in first aid and CPR

procedures annually. 911 reporting will be taught in orientation and reviewed annually. CPR certificates will be kept in staff files. Universal precautions will be followed.

2. Safety Conduct - Prevention of Abuse, Crisis Intervention, Conflict Resolution

The Shelter Operator will have a required training program in prevention of vulnerable adult abuse, and sexual harassment. Each staff will complete this training program annually. Certificates of completion will be recorded in Human Resource files.

Emergency Shelter/Navigation Center staff will complete a course in conflict resolution and crisis intervention upon hire and annually. Documentation of completion will be recorded in staff file.

3. Appropriate Behavior for Dignity and Respect

Operations, Program, Administrative, and Management staff will be trained in a Strengths Based Perspective model of client care. They will be trained regularly, including at time of hire, on the best methods of working with, treating, and responding to clients who have had difficult and traumatic life experiences. Each staff member will be expected to put these models to use in every interaction they have with clients and potential clients. Staff members will be offered training regularly and expected to participate actively. Notice of completion will be recorded in staff files, and each staff member should have access to this information in the readily available staff handbook.

4. Communication

Clients, Staff, Community

Shelter staff will undergo classes in communication skills – such as handling phone calls, confidentiality policies, crisis management and de-escalation of conflict. The communication skills will be reinforced through practice and reviewed at regular staff meetings as warranted. Courses covering topics such as communication skills with mentally ill persons, receptionist skills, communication with difficult people, and conflict resolution will be completed. This training should be completed at least monthly and will be provided more often, and individually, as needed.

5. Resources and Referrals

Operations, Program, and Employment and Housing Navigator Staff will be oriented to resources, homeless services, and organizations for collaboration and referral. They will also be highly trained staff to connect clients to the Coordinated Entry System, as a system designated Entry Point. A staff representative will attend the Riverside County Continuum of Care meetings.

Protocols for offering and accepting referrals from other agencies will be in place, reviewed by staff, updated, and kept in a manual on-site.

6. Mental Health and Addiction Skills

All Program staff will attend mental health training events which include naming of symptoms, co-occurring diseases, de-escalation techniques, and safety protocols. This training will be completed at time of hire and annually, or as necessary. Staff will attend workshops and training on various aspects of mental health diagnoses, symptoms, and care. Staff will be trained in symptoms of drug abuse, and referrals for treatment. Recovery programs will be encouraged, and off-site referrals will be made as appropriate.

Though sobriety will be not a requirement to stay in the shelter or participate in services, clients will be expected to be able to practice self-care, follow all rules and regulations, and behave appropriately and respectfully toward staff, volunteer, and other clients. Drug use while at the shelter will be prohibited and will result in immediate exit from the program.

7. Self - Care

Regular staff meetings will be held for all staff. Part of the purpose of these meetings will be communication and processing of stressors while working in the difficult environment of an Emergency Shelter/Navigation Center. Staff will be welcome to participate in team-building activities throughout the year, including holiday parties, and events with co-workers.

All staff will be trained in effective communication with coworkers and in proper techniques to address coworker harassment and stressors and will be made aware of the importance in practicing self-care. Staff will be informed of an open-door policy with supervisors and the Head of the Human Resources Department.

8. Annual Staff Evaluation and Training Plan

All staff will be evaluated by their direct supervisor at 90 days from their hire date and at semi-annual intervals. The evaluation form will be stored in the employee file held at the Human Resource office.

9. Documentation of Staff Training

Attendance of and participation in staff training will be recorded in each staff file by the Program Manager of Emergency and Shelter Services. Training required by all staff members will be also recorded in the Human Resources file to ensure each member's knowledge and information will be up-to-date.

C. Volunteer Policies

1. Selection, Screening, and Background Checks

The Emergency Shelter/Navigation Center Volunteer Coordinator will actively recruit through a variety of sources, including schools, faith-based groups, and community programs. Volunteer Coordinators will hold regular Volunteer Recruitment events in order to increase the number of volunteers that serve at the Emergency Shelter/Navigation Center.

Individuals as well as groups will be invited to volunteer at the shelter. Children 13 and older will be able to volunteer, however they must be accompanied by an adult or legal guardian and both adults and guardians must be registered to volunteer on the day they appear.

All potential volunteers will be screened for sex offenses and criminal background checks before being confirmed for volunteer duty.

2. Orientation and Training

The Shelter Operator will include a Volunteer Coordinator position(s) in its staffing plan to support volunteer coordination efforts at the shelter. The Volunteer Coordinator will handle scheduling, orientation, and training of the volunteers.

Before beginning service, volunteers will be provided an Application and Agreement that includes information about volunteer duties, appropriate conduct with clients, staff, and other volunteers. Each volunteer will be required to sign this Agreement before they will be assigned a duty at the shelter. Volunteers who do not agree with the requirements or refuse to sign will not be assigned a duty and will not be able to volunteer at the shelter.

Volunteers will sign up for an open position, time and date using online volunteer scheduling software. Volunteer Coordinators will call and confirm volunteer's date and time and to provide them with the location of the shelter and any necessary important information.

Volunteers will be trained on-site at tasks by the Volunteer Coordinator on duty. Any tasks that require a trained staff member will be supervised by that staff member to ensure accuracy and cleanliness.

Volunteers will be given opportunities to attend community forums and events to receive more training about community resources and network with other community agencies.

Volunteers will be expected to adhere to a strict code of ethics and standards. Those found in violation of this code will be removed from the facility and may be limited in future volunteer opportunities. The volunteer code of ethics includes the following:

a. Each volunteer must maintain a firm commitment to professional conduct

Volunteers of the Emergency Shelter/Navigation Center will be expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers will not engage in verbal abuse, inappropriate jokes, and stories, and or any type of inappropriate interaction with Emergency Shelter/Navigation Center staff or clients.

b. Limiting Relationships with Clients

Volunteers will be prohibited from developing dual relationships with any clients they meet through their volunteer involvement at the Emergency Shelter/Navigation Center. Examples of dual relationships include (but will be not limited to) a volunteer entering into a business, romantic, or sexual relationship with a client. Soliciting clients for their business will be strictly prohibited. Volunteers will be not allowed to be named as having authority to make decisions for a client under any type of power of attorney or other legal procedure.

c. Food and Other Substances

Volunteers will not consume any food items or drinks supplied by the Emergency Shelter/Navigation Center while volunteering. Food and drinks will be purchased solely for the consumption of the homeless clients. Volunteers must also commit to not consuming any type of illicit drugs on the property while volunteering. Volunteers who appear to be under the influence of any substance that impedes their ability to perform their duties safely and efficiently may be turned away.

d. Discrimination

Volunteers will not discriminate against any client. They will not judge an individual based on their race, disability, religious preference, sexual orientation, color, age, veteran status, citizenship, ancestry, national origin, or gender.

e. Volunteer Boundaries

Volunteers will be not permitted to loan or give money to clients, should not meet with clients outside of the Emergency Shelter/Navigation Center without permission from program staff, and will be not allowed to drive clients in their vehicles.

f. Commitment

The Emergency Shelter/Navigation Center will be reliant upon the work of volunteers. This commitment should be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering.

3. Identifiable Lines of Authority

Volunteers will be informed of identifiable lines of authority in their Application Packet. Volunteers will defer to the Volunteer Coordinator on duty to give resources, referrals, and handle situations beyond their responsibility and volunteer agreement.

Volunteers will also have access to the Program Manager or lead staff member on site, for questions and grievances.

All volunteers will be provided a name tag identifying them as such.

4. Descriptions of Volunteer Tasks

Volunteers will be needed 7 days per week to help both in the evening up to __ volunteers (5-8pm), morning hours up to ___ volunteers (5-10am) and mid-day hours up to __ volunteers (11-4pm).

The Emergency Shelter/Navigation Center Volunteer/Service Provider Coordinator will ensure all volunteers will be provided tasks and descriptions of any duties they might perform. Tasks and duties include, but will be not limited to:

- Assisting the Intake Specialist in registering and signing in clients at time of entry
- Setting up and breaking down tables for dinners and breakfasts
- Distributing donations and hygiene items
- Organizing and setting up donations of clothing
- Helping direct lines to donations and food
- Serving meals, setting up snacks and drinks for clients
- Organizing recreational activities for clients

SECTION V. ATTACHMENTS

A. Shelter Client Rules

B. Volunteer Policies

ATTACHMENT A

SHELTER CLIENT RULES

EMERGENCY SHELTER

Client RULES

Welcome to the emergency shelter program. The Shelter Staff and Volunteers are working very hard to make your stay safe and comfortable. As a client of the program, you *must* agree in writing to follow these rules at all times:

- 1. Sign-in at the Shelter begins at ___ and ends at _____. Clients will NOT be allowed entry into the Sleeping Area before _____. Clients will NOT be allowed entry into the Sleeping Area after _____. Clients may not leave the Sleeping Area after signing in for any reason. **If you leave, you will forfeit your bed.** No exceptions. *(This policy includes but is not limited to going outside to retrieve personal belongings, cigarettes, etc.)***
- 2. No Walk-In/Walk-Out Policy Compliance** is required for all clients who must take the transportation shuttle to and from the Shelter each day. The only exception to this rule is for clients who have received approval to drive and park their vehicle at the shelter facility.
- 3. Alcohol and drugs are NOT permitted** in or around the Shelter Property and they will be confiscated if found. At the discretion of the Site Leader or Management, you may be excluded from the program for that night, or possibly terminated.
- 4. No weapons or objects that may be perceived as weapons are permitted.** If found, they will be tagged by security and kept until you leave. **Anyone with a concealed weapon will be immediately exited from the program.**
- 5. We reserve the right to search all applicants** for weapons (or items that could be used as weapons), alcohol, and illegal drugs.
- 6. All prescription medication must be checked in with security personnel upon entering the shelter building in its original container.**
- 7. Photo ID's** are required of all registered clients. **Shelter Staff will take photos and thumbprints to produce program ID's for clients, and for security reasons, if necessary.** By entering this program, you give your consent to this.
- 8. All Clients must complete intake and check in** as well as complete all appropriate paperwork with Shelter Staff.
- 9. Showers are strongly recommended** for all shelter clients. Showers *may* be required if lack of personal hygiene becomes a risk to the health & safety of the other shelter guests and staff.

- 10. No smoking inside the shelter.** There is a designated smoking area outside the shelter. Smoking is only permitted in the designated area while staff or security is present.
- 11. Lights go out at *or around* 10:00 PM.** Clients must remain at their beds after lights out.
- 12. The early wakeup call is at _____.** Coffee and breakfast is provided to clients between ____ and ____ AM. Clients are expected to be out of bed by ____ am unless special arrangements have been made due to overnight work or illness. No one is allowed in the Sleeping Area from _____ AM to _____ PM.
- 13. In public areas, shirts, pants are mandatory for men and women** at all times; socks and shoes are strongly encouraged.
- 14. The evening meal is served from _____ PM to _____ PM.** Please clean up around your area after you eat, and wear shoes when in the meal line. Should you have a spill, please notify staff immediately.
- 15. A Cell Phone charging Station will be available for clients to use during designated hours.** Clients are NOT allowed to use ANY unauthorized electrical outlets for any reason.
- 16.** Any undesignated parking either on or off the property is subject to tow at the owner's expense.
- 17.** Large storage lockers will be available for each shelter guest. Shopping carts will not be allowed in the shelter.
- 18. No clients under 18 years of age will be admitted into the shelter.**
- 19.** There is a women's section and a men's section for sleeping. Women are not allowed in the men's section, and men are not allowed in women's section.
- 20.** Only the Site Leader or Manager on duty can expel / prevent any clients from staying at the shelter. Any conflicts between clients should be brought to the attention of the staff immediately. If you are asked to leave and you do not, it is a trespass on City of Corona property.
- 21. Clients can only reserve beds for themselves. Do not place any of your items on another bed** to reserve a space.
- 22. Donations** will be handed out in an orderly fashion by the staff & volunteers. Clients will not interfere with donations being brought in or the distribution of donations.

- 23. The Shelter Program** operates as clients of the City of Corona. As a result, all clients are expected to be **Good Neighbors** and have an obligation to comply with all state and local laws and/or ordinances and shelter rules and behave in a courteous manner at all times. **Complaints from residents, business owners, or public officials may result in warnings to the clients and expulsion from the Shelter program.**
- 24. Any threats or acts of violence** such as loud and disruptive behaviors, threats, fighting, etc. towards staff, volunteers, security, or other clients will result in immediate expulsion.
- 25. Neither Shelter, nor any of its vendor/partners are in any way responsible or liable for lost, stolen, or damaged items that clients bring onto premises. IT IS THE CLIENTS' RESPONSIBILITY TO TAKE ALL PERSONAL BELONGINGS WITH THEM UPON EXITING THE PROGRAM, AND TO CLAIM THEIR ITEMS FROM THE SECURITY CHECK-IN WHEN THEY LEAVE THE PROPERTY. ANY ITEMS LEFT BEHIND MAY BE DISCARDED.**
- 26. Pet Crates are available for client use on a first come, first served basis, dog run space permitting.** All Animals will be permitted ONLY with appropriate documentation (including up-to-date rabies vaccination and dog license from the City of Corona) and approval by site-leader or management. Any animal may be asked to leave at any time due to aggressive or disruptive behavior, or if owner does not properly clean-up after the animal.
- 27. Cash is never to be given** to Staff, Volunteers, or Interns at ANY time.

As a result of signing this form, I have read and do understand that neither Shelter, any of its volunteers, service providers, Security, or any of the vendors providing services for the Emergency Shelter/Navigation Center will be responsible for any loss, theft, or damage to personal property including, but not limited to, Bicycles, Carts, Luggage, Cell Phones, and other items that are brought onto the program property. I understand that program rules may change as necessary and that I am required to abide by any amended rules and protocols as they are created.

I have read the above and agree to follow the Shelter rules.

Name (please print): _____

Signature: _____

Date: _____

ATTACHMENT B

VOLUNTEER POLICIES

Emergency Shelter/Navigation Center Volunteer Policies

1. Each volunteer must maintain a firm commitment to professional conduct

Volunteers of the Emergency Shelter/Navigation Center are expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers will not engage in verbal abuse, inappropriate jokes, and stories, and or any type of inappropriate interaction with Emergency Shelter/Navigation Center staff or clients.

2. Relationships with Clients

Volunteers are prohibited from developing dual relationships with any clients they meet through their volunteer involvement at the Emergency Shelter/Navigation Centre. Examples of dual relationships include (but are not limited to) a volunteer entering into a business, romantic, or sexual relationship with a client. Soliciting clients for your business is strictly prohibited. Volunteers are not allowed to be named as having authority to make decisions for a client under any type of power of attorney or other legal procedure.

3. Food and Other Substances

Volunteers will not consume any food items or drinks supplied by the Emergency Shelter/Navigation Center while volunteering. Food and drinks are purchased solely for the consumption of the homeless clients. Volunteers must also commit to not consuming any type of illicit drugs on the property while volunteering. Volunteers who appear to be under the influence of any substance that impedes their ability to perform their duties safely and efficiently may be turned away.

4. Discrimination

Volunteers will not discriminate against any client. They will not judge an individual based on their race, disability, religious preference, sexual orientation, color, age, veteran status, citizenship, ancestry, national origin, or gender.

5. Volunteer Boundaries

Volunteers are not permitted to loan or give money to clients and should not meet with clients outside of the Emergency Shelter/Navigation Center without permission from program staff.

6. Commitment

The Emergency Shelter/Navigation Center is reliant upon the work of volunteers. This commitment should be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering in the future.

EXHIBIT “C”

5TH STREET PERMANENT SUPPORTIVE HOUSING PROGRAM

Program Requirements

Operator shall:

Establish a permanent supportive housing program at the 12 housing units located at 926-932 West 5th Street, Corona CA (“5th Street Housing Units”) and manage, operate, and lease the 5th Street Housing Units to qualified homeless individuals and families

Use one unit for an onsite property manager and 11 units for eligible chronically homeless clients.

Prioritize placement of homeless individuals and families with documented ties to the City.

Collaborate with City Net and the City’s Homeless Solutions staff to coordinate housing placements and logistics associated with getting Corona homeless clients document ready.

If Project Based Vouchers are awarded, coordinate with City Net, the City, HomeConnect Coordinated Entry System staff, and the County Housing Authority staff to process Corona referrals and establish a Corona client waiting list, as required by HUD.

Collaborate with City Net to assist clients through the Project-Based Voucher income eligibility process.

Supportive Services

Operator shall:

Collaborate with Centro Medico Community Clinic, RUHS-Behavioral Health, or other community partners to provide supportive services to residents to maintain housing retention and stability.

If needed, coordinate transportation services for clients who need to access supportive services offsite.

Existing Tenant

Operator shall:

Execute a lease/rental agreement with the one existing PSH eligible tenant residing at the 5th Street Housing Units. The Rental Agreement should state that units are being converted from Transitional Housing to Permanent Supportive Housing that is managed by Operator.

If Project Based Vouchers are approved, collaborate with City Net to verify history of homelessness and disability verification and coordinate referral of this client to the Coordinated Entry System and County Housing Authority for placement on the waiting list and Project-Based Voucher income eligibility process.

Project-Based Voucher Application:

Operator acknowledges that:

Operator and City collaborated to submit an application for Project-Based Vouchers (PBVs) in response to the County's Request for Proposals that was released on October 27, 2022 and due on December 1, 2022.

Operator acted as the lead fiscal agent for the PBV application since the 5th Street Housing Units will be leased and managed by Operator.

The application requested the County to authorize an assignment of Housing Assistance Payments (HAP) Agreement with language that states the HAP would automatically transfer to the City as owner should the City no longer work with Operator.

If the application is funded, the City reserves the right to review the HAP Agreement before Operator executes the contract.

Goals and Performance Measures

Goals and performance measures will be outlined in the annual Professional Services and Funding Agreement for the Mercy House Living Centers Homeless System of Services. The first Professional Services and Funding Agreement will be entered into on December 7, 2022 through June 30, 2023 with future agreements being renewed after approval by City each Fiscal Year.

EXHIBIT "D"
REGULATORY AGREEMENT

[SEE ATTACHED FORTY-FOUR (44) PAGES]

EXHIBIT D.

DOC # 2014-0103954
03/20/2014 03:36 PM Fees: \$0.00
Page 1 of 9
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

**This document was electronically submitted
to the County of Riverside for recording**
Received by: AGONZALEZ

City of Corona
400 S. Vicentia Ave.
Corona, CA 92882
Attn: Administrative Svs Dept.

APN 118-283-013

Exempt from Recording Fees Per Govt. Code §27383

**FIRST AMENDMENT TO THE
REGULATORY AGREEMENT
(The Mission Apartments)**

by and between

**CITY OF CORONA
a California municipal corporation**

and

**INLAND EMPIRE RESCUE MISSION, INC.
a California non-profit corporation dba
CORONA NORCO RESCUE MISSION**

[Dated as of March 19, 2014 for reference purposes only]

This FIRST AMENDMENT TO THE REGULATORY AGREEMENT (The Mission Apartments) ("First Amendment") is made and entered into as of March 19, 2014, by and between THE CITY OF CORONA, a California municipal corporation ("City") and INLAND EMPIRE RESCUE MISSION, INC., a California non-profit corporation dba CORONA NORCO RESCUE MISSION ("CNRM").

RECITALS

A. Pursuant to Title III of Division B of HERA (Public Law 110-289, 122 Stat. 2650), the United States Government created a program known as the Neighborhood Stabilization Program ("NSP 1") to make funding available for certain qualified uses in order to assist state and local governments with emergency assistance for the redevelopment of abandoned and foreclosed upon homes and residential properties, which funds are subject to the U.S. Department of Housing and Urban Development's ("HUD") "Notice of allocations, waivers granted, alternative requirements applied, and statutory program requirements" for the NSP in the Federal Register, Volume 73, No. 194, Docket No. FR-5255-N-01, published on October 6, 2008 and subsequently revised on June 11, 2009 pursuant to HUD's "Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Grantees under the Housing and Economic Recovery Act, 2008; Revisions to Neighborhood Stabilization Program (NSP) and Technical Corrections" in the Federal Register, Volume 74, No. 117, Docket No. FR-5255-N-02.

B. Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (75 FR 64322), the Federal government provided additional funding for the Neighborhood Stabilization Program, commonly referred to as "NSP 3", to be awarded by HUD to mitigate the negative impact of the nation's economic decline and housing market collapse and to stabilize and revitalize communities.

C. City is additionally the recipient of HOME Investment Partnerships Program ("HOME") funds from HUD (24 CFR Part 92), which requires the City to reserve fifteen percent (15%) of the HOME allocation it receives from HUD for investment in affordable housing within the City that is developed, sponsored or owned by Community Housing Development Organizations, as defined in 24 CFR Section 92.2.

D. City and Mary Erickson Community Housing, a California non-profit corporation ("MECH"), entered into that certain "Neighborhood Stabilization Program Subrecipient Agreement between the City of Corona and Mary Erickson Community Housing (MECH)," dated as of August 19, 2010 and subsequently amended on July 28, 2011 and July 18, 2013 (collectively, the "NSP Agreement") to allocate from the City to MECH One Million Three Hundred Sixty Thousand Six Hundred Seventy-two Dollars (\$1,360,672) in NSP 1 funds for the acquisition of that certain real property located at 926 and 932 West 5th Street in the City of Corona, California, as further described in Exhibit A_ ("Property") and Three Hundred Twenty-Nine Thousand Three Hundred Twenty-Eight Dollars (\$329,328) in NSP 3 funds and Eight Hundred Sixty Thousand Dollars (\$860,000) in HOME funds for the purpose of rehabilitating the Property as a twelve unit multi-family, very low income rental housing project ("Project").

E. City and MECH entered into that certain Affordable Housing Agreement (The Mission Apartments), dated as of May 16, 2012 ("Agreement"), which provides for, among other things, a City Loan in the amount of Four Hundred Four Thousand Two Hundred Eighty Nine Dollars (\$404,289) ("City Loan") and a service delivery fee in the amount of Two Hundred Thousand Dollars (\$200,000) to MECH from the City from NSP 1 and NSP 3 funds to assist in the completion of the Project and the relocation of the Property's eligible occupants.

F. In accordance with the Agreement, MECH completed construction of the Project.

G. Upon issuance of a Certificate of Completion for the Project, as set forth in the Agreement, MECH and City agreed for MECH per the terms of the ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT REGARDING THE AFFORDABLE HOUSING AGREEMENT ("Assumption Agreement"), dated as of May 16, 2012, to immediately convey the Property and the Project to Corona Norco Rescue Mission ("CNRM"), and for CNRM to assume the City Loan, for the purpose of allowing CNRM to operate the Project on the Property for a period of no less than fifty-five (55) years.

H. Pursuant to the terms of the Agreement and Assumption Agreement, the City and CNRM also entered into that certain Regulatory Agreement (The Mission Apartments), dated as of May 16, 2012, and recorded against the Property in the official records of the County of Riverside, California, on July 9, 2012, as Document No. 2012-0317351 which required that the twelve (12) residential units in the Project (the "Units") at all times be occupied or held vacant and available for rent at an Affordable Rent to Qualified Households (the "Regulatory Agreement").

I. The Regulatory Agreement permitted CRNM to utilize one of the Units for purposes of having a full time case manager/property manager living on the Property, but required that the case manager/property manager be a Qualified Household.

J. CRNM has requested that the Regulatory Agreement be amended to allow the Unit that is set aside for a full time case manager/property manager to be exempt from the rent and income restrictions of the Regulatory Agreement.

K. The City desires to make the requested amendment to ensure that CRNM is able to secure a qualified case manager/property manager for the Project, and the funding sources for the City Loan do not prohibit the City from making such amendment.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERTAKINGS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, CNRM AND CITY DO HEREBY ENTER INTO THIS FIRST AMENDMENT TO THE REGULATORY AGREEMENT AS FOLLOWS:

1. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this First Amendment by this reference, as though fully set forth in this First Amendment.

2. Definitions of Certain Terms. All initially capitalized terms used and not otherwise defined in the Recitals shall have the meaning ascribed to such term by the Regulatory Agreement.

3. Modifications to Regulatory Agreement.

3.1 *Covenants and Obligations of CNRM; Occupancy.* Section 3.1 of the Regulatory Agreement is hereby deleted and replaced in its entirety as follows:

3.1 Occupancy. CNRM covenants that the Units shall at all times be occupied or held vacant and available for rent at an Affordable Rent to a Qualified Household; except that CNRM shall be allowed to utilize one Unit for purposes of having a full time case manager/property manager living on the Property (the "**Manager's Unit**"), which Manager's Unit is not required to be occupied by a Qualified Household, and is not subject to the occupancy and rent restrictions set forth in this Regulatory Agreement.

3.1.1 During the Term of this Regulatory Agreement, all of the Units except for the Manager's Unit must be occupied by Qualified Households, earning no more than fifty (50) percent of AMI and rented at an Affordable Rent not to exceed the Low HOME Rent consistent with 24 CFR 92.252, as amended from time to time.

4. Effect on Regulatory Agreement. All terms and conditions of the Regulatory Agreement that are not expressly and specifically modified by this First Amendment shall remain unmodified, in full force and effect and binding on the Parties. This First Amendment shall be enforceable and interpreted in accordance with a subject to all of the terms, provisions, conditions, covenants and agreements set forth in the Regulatory Agreement, except as specifically and expressly modified in this First Amendment. On and after the date of this First Amendment, the term "Regulatory Agreement" in the Regulatory Agreement shall mean and refer to the Regulatory Agreement, as amended by this First Amendment.

5. Conflict. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions of the Regulatory Agreement, the terms and conditions of this First Amendment shall control.

6. Counterparts. This First Amendment may be signed in counterparts (including facsimile or electronic counterparts), each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, CNRM and City have caused this First Amendment to be signed, acknowledged and attested on their behalf by duly authorized representatives in counterpart original copies which shall upon execution by all of the parties be deemed to be one original document.

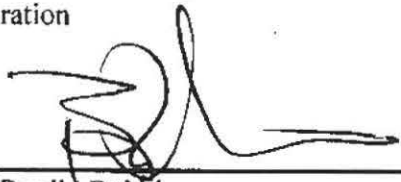
[Signatures on following pages]

**SIGNATURE PAGE
TO
FIRST AMENDMENT TO THE
REGULATORY AGREEMENT
(The Mission Apartments)**

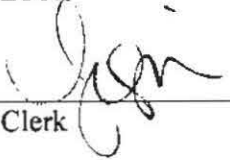
CITY:

CITY OF CORONA, a California municipal corporation

Dated: 3-20-14

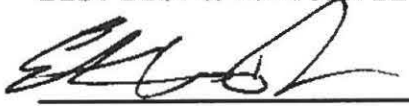
By: 
Bradly Robbins
City Manager

BT (14)

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP


Special Counsel

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189**

State of California

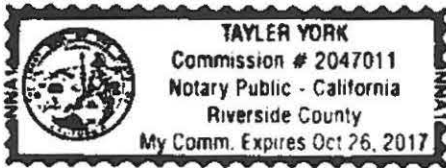
County of Riverside }

On March 20, 2014 before me,
Date

Taylor York, Notary Public
Name and Title of the Officer

personally appeared

Bradly L. Robbins
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ is/are subscribed to the within instrument and acknowledged to me that ~~he~~ he/she/they executed the same in ~~his~~ his/her/their authorized capacity(ies), and that by ~~his~~ his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Taylor York
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____


Signer Is Representing: _____

**SIGNATURE PAGE
TO
REGULATORY AGREEMENT
(The Mission Apartments)**

CNRM:

INLAND EMPIRE RESCUE MISSION, INC., a
California non-profit corporation dba CORONA
NORCO RESCUE MISSION

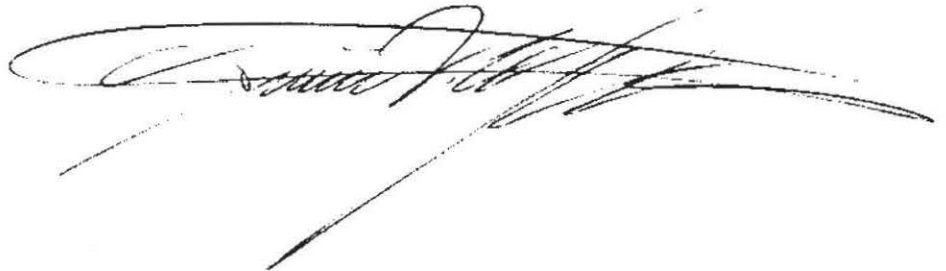
Dated: 2-27-2014

By: 
Its: President

Dated: _____

By: _____
Its: _____

**see Medical*



**EXHIBIT A
TO
AFFORDABLE HOUSING AGREEMENT
(The Mission Apartments)**

Legal Description of Property

Real property in the City of Corona, County of Riverside, State of California, described as follows:

THAT PORTION OF LOT 1 IN BLOCK 66 OF THE LANDS OF SOUTH RIVERSIDE LAND AND WATER COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 6 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SIERRA VISTA TRACT NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 33 PAGE 7 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE SOUTH 07° 26' 40" WEST, 182.42 FEET FOR THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 07° 26' 40" WEST, 176.00 FEET;
THENCE SOUTH 82° 34' 00" EAST, 110.95 FEET;
THENCE NORTH 07° 26' 40" EAST, 176.00 FEET;
THENCE NORTH 82° 34' 00" WEST, 110.95 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE NORTHERLY 30.00 FEET OF THE HEREIN DESCRIBED PROPERTY FOR STREET PURPOSES.

APN: 118-283-013-7

ACKNOWLEDGMENT

State of California
County of Orange

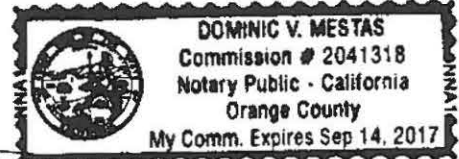
On 2-27-2014 before me, Dominic V. Mestas, Notary Public
(insert name and title of the officer)

personally appeared James Edwin Palmer III
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



DOC # 2012-0317351

07/09/2012 03:49P Fee:NC

Page 1 of 35

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**



City of Corona
Corona Housing Authority
400 S. Vicentia Ave., #310
Corona, CA 92882

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APN 118-283-013

Exempt from Recording Fees Per Govt. Code §27383

6



**REGULATORY AGREEMENT
(The Mission Apartments)**

by and between

CITY OF CORONA
a California municipal corporation

and

INLAND EMPIRE RESCUE MISSION, INC.
a California non-profit corporation dba
CORONA NORCO RESCUE MISSION

[Dated as of May 16, 2012 for reference purposes only]

This REGULATORY AGREEMENT (The Mission Apartments) ("**Regulatory Agreement**") is made and entered into as of May 16, 2012, by and between THE CITY OF CORONA, a California municipal corporation ("**City**") and INLAND EMPIRE RESCUE MISSION, INC., a California non-profit corporation dba CORONA NORCO RESCUE MISSION ("**CNRM**").

RECITALS

A. Pursuant to Title III of Division B of HERA (Public Law 110-289, 122 Stat. 2650), the United States Government created a program known as the Neighborhood Stabilization Program ("**NSP 1**") to make funding available for certain qualified uses in order to assist state and local governments with emergency assistance for the redevelopment of abandoned and foreclosed upon homes and residential properties, which funds are subject to the U.S. Department of Housing and Urban Development's ("**HUD**") "Notice of allocations, waivers granted, alternative requirements applied, and statutory program requirements" for the NSP in the Federal Register, Volume 73, No. 194, Docket No. FR-5255-N-01, published on October 6, 2008 and subsequently revised on June 11, 2009 pursuant to HUD's "Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Grantees under the Housing and Economic Recovery Act, 2008; Revisions to Neighborhood Stabilization Program (NSP) and Technical Corrections" in the Federal Register, Volume 74, No. 117, Docket No. FR-5255-N-02.

B. Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (75 FR 64322), the Federal government provided additional funding for the Neighborhood Stabilization Program, commonly referred to as "**NSP 3**", to be awarded by HUD to mitigate the negative impact of the nation's economic decline and housing market collapse and to stabilize and revitalize communities:

C. City is additionally the recipient of HOME Investment Partnerships Program ("**HOME**") funds from HUD (24 CFR Part 92), which requires the City to reserve fifteen percent (15%) of the HOME allocation it receives from HUD for investment in affordable housing within the City that is developed, sponsored or owned by Community Housing Development Organizations, as defined in 24 CFR Section 92.2.

D. City and Mary Erickson Community Housing, a California non-profit corporation ("**MECH**"), entered into that certain "Neighborhood Stabilization Program Subrecipient Agreement between the City of Corona and Mary Erickson Community Housing (MECH)," dated as of August 19, 2010 and subsequently amended on July 28, 2011 (collectively, the "**NSP Agreement**") to allocate from the City to MECH Nine Hundred Thousand Seven Hundred Eleven Dollars (\$900,711) in NSP 1 funds for the acquisition of that certain real property located at 926 West 5th Street in the City of Corona, California, as further described in Attachment No. 1 ("**Property**") and Five Hundred Ten Thousand Dollars (\$510,000) in HOME funds for the purpose of rehabilitating the Property as a multi-family, very low income rental housing project ("**Project**").

E. City, MECH and City entered into that certain Affordable Housing Agreement (The Mission Apartments), dated as of May 16, 2012 (“**Agreement**”), which provides for, among other things, a City grant of NSP 3 funds in the amount of Three Hundred Twenty Nine Thousand Three Hundred Twenty Eight Dollars (\$329,328) and a City Loan of NSP 1 Program Income funds in the amount of Four Hundred Fifty Nine Thousand Nine Hundred Sixty One Dollars (\$459,961) (“**City Loan**”) to MECH from the City from NSP 1 and NSP 3 funds to assist in the completion of the Project and the relocation of the Property’s eligible occupants.

F. In accordance with to the Agreement, upon completion of construction of the Project, MECH will convey the Property and the Project to CNRM, and CNRM will execute a promissory note and deed of trust for purposes of assuming the City Loan, in order to allow CNRM to operate the Project on the Property for a period of no less than fifty-five (55) years.

G. The terms of the Agreement require that certain covenants and affordability restrictions remain in full force and effect on the Property for a term of fifty-five (55) years following the recordation of both a grant deed transferring fee title to the Property to CNRM and a deed of trust executed by CNRM for the benefit of the City securing repayment of the City Loan.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERTAKINGS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, CNRM AND CITY DO HEREBY COVENANT AND AGREE FOR THEMSELVES, THEIR SUCCESSORS AND ASSIGNS AS FOLLOWS:

1. Definitions of Certain Terms. As used in this Regulatory Agreement, the following words and terms shall have the meaning as provided in the Recitals or in this Section 1, unless the specific context of usage of a particular word or term may otherwise require. All initially capitalized terms used and not otherwise defined in the Recitals or in this Section 1 shall have the meaning ascribed to such term by the Agreement.

1.1 Affordable Rent. In reference to each Unit, the term “Affordable Rent” shall mean an affordable housing rental cost for a Qualified Household pursuant to Section 8 of the United States Housing Act of 1937.

1.2 AMI. The Area Median Family Income, that figure for the Riverside-San Bernardino-Ontario, California MSA as published annually by the federal Department of Housing and Urban Development (“**HUD**”) as part of its Section 8 income limits.

1.3 Automobile Liability Insurance. Insurance coverage against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used by CNRM regarding the Project, with minimum limits for bodily injury and property damage of One Million Dollars (\$1,000,000). Such insurance shall be provided by a business or commercial vehicle policy and may be provided through a combination of primary and excess or umbrella policies, all of which shall be subject to pre-approval by City, which approval shall not be unreasonably withheld.

1.4 HOME-Assisted Unit. One of the units designated as receiving assistance from the City's HOME program funds.

1.5 HOME Rent. Rents calculated annually by HUD and are as follows:

1.5.1 High HOME Rents. Rents which are the lesser of the Fair Market Rents, as determined by HUD, or a rent that does not exceed thirty (30) percent of sixty-five (65) percent of AMI.

1.5.2 Low HOME Rents. Rents which do not exceed thirty (30) percent of fifty (50) percent of AMI.

1.6 Liability Insurance. Commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in, or about the Property, the Project or adjoining streets or passageways, at least as broad as Insurance Services Office Occurrence Form CG0001, with a minimum liability limit of Two Million Dollars (\$2,000,000) for any one occurrence and which may be provided through a combination of primary and excess or umbrella insurance policies. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Project or the general aggregate limit shall be twice the required minimum liability limit for any one occurrence.

1.7 Project. The operation of a multi-family rental housing project consisting of twelve (12) very low income affordable housing rental units and all related on- and off-site improvements, with all Units occupied or available for occupancy by Qualified Households.

1.8 Property Insurance. Insurance providing coverage for the Property and all improvements on or to the Property against loss, damage, or destruction by fire and other hazards encompassed under the broadest form of property insurance coverage then customarily used for like properties in the County of Riverside, in an amount equal to one hundred percent (100%) of the replacement value (without deduction for depreciation) of all improvements comprising the Project (excluding excavations and foundations) and in any event sufficient to avoid co-insurance and with no co-insurance penalty provision, with "ordinance or law" coverage. To the extent customary for like properties in the County of Riverside at the time, such insurance shall include coverage for explosion of steam and pressure boilers and similar apparatus located on the Property; an "increased cost of construction" endorsement; and an endorsement covering demolition and cost of debris removal, all subject to policy sublimits. Property Insurance shall also include rental or business interruption insurance in an amount, at least, equal to the average annual gross income from the Project for the preceding three (3) calendar years and providing for a 12-month extended period of indemnity.

1.9 Qualified Households. An individual and/or families whose incomes do not exceed the qualifying limits for very low income families under Section 8 of the United States Housing Act of 1937.

1.10 Term. The period of time following the Transfer Date and ending on the fifty-fifth (55th) anniversary thereafter.

1.11 Transfer Date. The date that both: (a) a grant deed transferring fee title to the Property to CNRM pursuant to the Agreement is recorded with the County Recorder for the County of Riverside; and (b) a deed of trust executed by CNRM for the benefit of the City securing repayment of the City Loan is recorded with the County Recorder for the County of Riverside.

1.12 Units. The twelve (12) residential units in the Project.

1.13 Workers Compensation Insurance. Workers compensation insurance complying with the provisions of California law and an employer's liability insurance policy or endorsement to a liability insurance policy, with a minimum liability limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all employees of CNRM..

2. Acknowledgment of CNRM. CNRM hereby acknowledges that this Regulatory Agreement imposes certain restrictions on the use and occupancy of the Project and the Property during the Term of this Regulatory Agreement. CNRM acknowledges and understands that the restrictions shall be applicable to the Project and the Property for the Term hereof, commencing on the Transfer Date.



Initials of Authorized
CNRM Representative

3. Covenants and Obligations of CNRM.

3.1 Occupancy. CNRM covenants that the Units shall at all times be occupied or held vacant and available for rent at an Affordable Rent to a Qualified Household; provided CNRM shall be allowed to utilize one Unit for purposes of having a full time case manager/property manager living on the Property, which case manager/property manager shall also be a Qualified Household.

3.1.1 During the Term of this Regulatory Agreement, all of the Units must be occupied by Qualified Households, earning no more than fifty (50) percent of AMI and rented at an Affordable Rent not to exceed the Low HOME Rent consistent with 24 CFR 92.252, as amended from time to time.

3.2 HOME-Assisted Units. Upon initial occupancy and for fifteen (15) years thereafter, the Project shall have three(3) HOME-Assisted Units, two two-bedroom units and one one-bedroom unit, which shall be "floating" units, rented exclusively to very low income households at an Affordable Rent not to exceed the Low HOME Rent.

3.3 Rent Covenant. CNRM covenants that no Qualified Household shall pay an amount in excess of the Affordable Rent.

3.4 Proof of Qualification. Certification of a Qualified Household's income shall be made by CNRM at the time of initial occupancy of a Unit and upon each renewal of a Qualified Household's lease. All such information described in this Section 3.4 shall only be obtained by

CNRM after obtaining the Qualified Household's written consent for the release of such information to CNRM. CNRM shall obtain, prior to initial occupancy and upon each lease renewal and, thereafter, maintain on file, income certifications from each Qualified Household renting any of the Units in the Project in the form attached as Attachment No. 2. CNRM shall make a good faith effort to verify that the income information provided by an applicant (or occupying Qualified Household) in an income certification is accurate by taking one or more of the following steps as a part of the verification process:

3.4.1 Obtain an income tax return for the most recent tax year;

3.4.2 Obtain banking statements for the three (3) most recent months

3.4.3 Obtain an income verification form from the applicant's current employer and/or obtain three (3) most recent paystubs;

3.4.4 Obtain an income verification form from the United States Social Security Administration and/or the State of California Department of Social Services, if the applicant receives assistance from either of such agencies; or

3.4.5 If the applicant is unemployed and has no such tax return, obtain another form of independent verification.

3.5 Recertification of Income. On the anniversary of the occupancy of each Unit, CNRM shall recertify the household income of the Qualified Household occupying the Unit. Copies of tenant income certifications shall be made available to City upon request. In the event the recertification demonstrates that such household's income exceeds the income at which such household would qualify, the HOME rules for over-income households will apply in determining the rent to be charged to that over-income household, including the guidance provided by HOME in Chapter 6, "Rental Housing Activities," in "Building HOME," a HOME Program Primer which provides an overview of the HOME Program, which may be amended from time to time. CNRM shall ensure appropriate language is included in the lease requiring tenant to provide income information annually and acknowledge that should its income increase, its lease may be increased to the allowable HOME rent levels.

3.6 Inspection. CNRM and all Qualified Households shall permit City to conduct inspections of the Property and the Project from time-to-time for purposes of verifying compliance with this Regulatory Agreement, upon ten (10) calendar days prior written notice to CNRM.

3.7 Records and Audits. Records shall be established and maintained by CNRM relating to the use and occupancy of the Property and the Project for affordable rental housing use purposes, as authorized herein. CNRM shall be responsible for establishing and maintaining such records during the Term of this Regulatory Agreement.

3.7.1 Commencing on the June 30 following the first (1st) anniversary of the date of recordation of this Regulatory Agreement, and on each June 30 thereafter during the Term, CNRM shall submit a report to City, in the form attached as Attachment No. 3 ("**Annual Report**"). The Annual Report shall include, for each Unit in the Project, the rent, income and

household size of the Qualified Household occupying the Unit. The Annual Report shall also state the date the tenancy commenced for each Unit and such other information as City may be required by law to obtain; provided, however, that City shall take reasonable steps to maintain the confidential nature of the information contained in any Annual Report to the extent permitted by law. CNRM shall provide any additional information reasonably requested by City including, without limitation, Project-related income and expense accounting information.

3.7.2 City shall have the right to examine and make copies of all books, records or other documents of CNRM which pertain to any Unit; provided, however, that City shall take reasonable steps to maintain the confidential nature of such information. CNRM shall maintain complete, accurate and current records pertaining to the Units, the Property and the Project, and shall permit any duly authorized representative of City (during business hours and upon not less than seventy-two (72) hours notice) to inspect such records, including records pertaining to income and household size of Qualified Households; provided, however, that City shall take reasonable steps to maintain the confidential nature of information relating to any specific household.

3.8 Covenant of CNRM With Respect to the lease of Units in the Project. CNRM, for itself, its successors and assigns, hereby covenants and agrees that, in connection with the lease of Units to Qualified Households during the Term, it shall comply with the following requirements:

3.8.1 The lease between CNRM and the Qualified Household shall be for a term of one (1) year, unless by mutual agreement between CNRM and the Qualified Household, but in such a case for not less than six (6) months, as required by applicable provisions of the United States Internal Revenue Code.

3.8.2 The lease shall not contain any of the following provisions:

(a) an agreement by the Qualified Household to be sued, to admit guilt or to entry of a judgment in favor of CNRM in a lawsuit brought in connection with the lease;

(b) an agreement by the Qualified Household that CNRM may take, hold or sell personal property of household members, without notice to the Qualified Household and a court decision on the rights of the parties, other than an agreement by the tenant concerning disposition of personal property remaining in the Unit after the Qualified Household has moved out of the Unit;

(c) an agreement by the Qualified Household not to hold CNRM or its agents legally responsible for any action or failure to act, whether intentional or negligent;

(d) an agreement by the Qualified Household that CNRM may institute a lawsuit without notice to the Qualified Household;

(e) an agreement by the Qualified Household that CNRM may evict the Qualified Household without instituting a civil court proceeding in which the Qualified Household has the opportunity to present a defense, or before a court decision on the rights of the parties;

(f) an agreement by the Qualified Household to waive any right to a trial by jury;

(g) an agreement by the Qualified Household to waive the Qualified Household's right to appeal, or to otherwise challenge a court decision in connection with the lease;

(h) an agreement by the Qualified Household to pay attorney's fees or other legal costs, even if the Qualified Household wins in a court proceeding by CNRM against the Qualified Household; provided, however, the Qualified Household may be obligated to pay costs in the event it loses such a legal action.

3.9 Termination of Tenancy. CNRM shall not terminate the tenancy or refuse to renew the lease of a Qualified Household, except for serious or repeated violations of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. CNRM shall, in connection with a termination of a tenancy or a refusal to renew a lease, serve written notice upon the Qualified Household specifying the grounds for the action, at least thirty (30) calendar days before the termination of the tenancy.

3.10 Vacancy and Extension of Term. During the Term of this Regulatory Agreement, should any of the Units become vacated for no fault of CNRM, and CNRM causes the vacated Units to be occupied within ninety (90) days of vacancy by Qualified Households, the Term shall continue to run without interruption. However, if the Maker is unable to cause the vacated Unit to be occupied within such ninety (90) day period, the Term shall be extended by the number of days beyond the ninety (90) day period that it takes for CNRM to cause the vacated affordable housing unit to be occupied.

3.11 Tenant Policies. CNRM shall adopt written tenant selection policies and criteria that:

3.11.1 are consistent with the purpose of providing housing for individuals who qualify as Qualified Households;

3.11.2 are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;

3.11.3 give reasonable consideration to the housing needs of individuals who occupy substandard housing (including individuals that are homeless or living in a shelter for homeless individuals); individuals that are paying more than fifty percent (50%) of their annual income for rent; or individuals that are involuntarily displaced;

3.11.4 provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and

3.11.5 give prompt written notification to any rejected applicant of the grounds for rejection.

3.12 Non-Discrimination. All Units shall be available at an Affordable Rent for occupancy on a continuous basis to Qualified Households. CNRM shall not give preference to any particular class or group of persons in renting the Units. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit. Neither CNRM nor any person claiming under or through CNRM, shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the operation and management of any Unit, the Project or the Property. All deeds, leases or contracts made or entered into by CNRM as to the Units, the Project or the Property or any portion thereof, shall contain covenants prohibiting discrimination, as prescribed by this Regulatory Agreement. CNRM shall include a statement in all advertisements, notices and signs for the availability of Units for rent to the effect that CNRM is an Equal Housing Opportunity Provider.

3.13 Compliance with Federal Laws. CNRM acknowledges and agrees that because the City Loan consists of funding provided by the Federal Government, specifically, NSP 1, NSP 3 and HOME funds, CNRM shall be required to comply with applicable federal requirements. Notwithstanding the foregoing, CNRM shall only be required to comply with the affordability restrictions and requirements associated with HOME funds for the minimum statutory period of fifteen (15) years pursuant to 24 CFR 92.206(b)(2), commencing on the Transfer Date; provided, however, that CNRM shall continue to comply with all Federal, state or local requirements associated with the use of NSP 1 and NSP funds for the entire Term of this Regulatory Agreement.

4. Development and Management of the Project.

4.1 Management of Project. CNRM shall be responsible for management of the Project including, without limitation, the selection of Qualified Households, certification and recertification of household size, income and the age of the head of household of all Units, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for the management or operation of the Project or the Property. The Project shall at all times be managed by an experienced management agent (“**Management Agent**”) reasonably acceptable to City, with demonstrated ability to operate residential rental facilities similar to the Project in a manner that will provide decent, safe, and sanitary housing. For the purposes hereof, if CNRM directly performs the functions of the Management Agent by its employees or by means of a service contract with an entity which is a partner in CNRM, such a Management Agent shall be deemed approved by City. If the Management Agent is an entity or person other than CNRM, its employees, a partner in CNRM or an entity owned or controlled by CNRM or which owns and/or controls CNRM, CNRM shall submit for City’s approval the identity of any proposed Management Agent, together with additional information relevant to the background, experience and financial condition of any proposed Management Agent, as reasonably requested by City. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, City shall approve the proposed Management Agent by notifying CNRM in writing within thirty (30) days following CNRM’s written request for such approval. Unless the

proposed Management Agent is disapproved by City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved.

4.1.1 If CNRM directly performs the functions of the Management Agent by its employees or by means of a service contract with an entity which is a partner in CNRM and the City determines CNRM has not met its management responsibilities, City shall have the right to enter the Project, to review relevant documentation to determine if CNRM is acting in a reasonable manner and to require CNRM to hire a third party management company acceptable to the City.

4.2 Insurance.

4.2.1 Required Insurance. CNRM shall maintain, to protect City Parties against all insurable Claims resulting from the actions of CNRM in connection with this Regulatory Agreement, the Property and the Project, at the sole cost and expense of CNRM during the Term hereof the following insurance (or its then reasonably available equivalent): (a) Liability Insurance; (b) Automobile Liability Insurance; (c) Property Insurance; and (d) Workers Compensation Insurance. CNRM shall require all subcontractors to maintain the same insurance required of CNRM set forth in this Section 4.2 prior to performing any work on the Property or the Project.

4.2.2 Policy Requirements and Endorsements. All insurance policies required by this Regulatory Agreement shall contain (by endorsement or otherwise) the following provisions:

(a) *Insured.* CNRM's Liability Insurance and Automobile Liability Insurance policies shall name City Parties as "additional insured." CNRM's Property Insurance policy shall name City as a "loss payee." The coverage afforded to City Parties shall be at least as broad as that afforded to CNRM regarding the Property and the Project and may not contain any terms, conditions, exclusions, or limitations applicable to City Parties that do not apply to CNRM.

(b) *Primary Coverage.* Any insurance or self-insurance maintained by City Parties shall be in excess of all insurance required under this Regulatory Agreement and shall not contribute to any insurance required under this Regulatory Agreement.

(c) *Contractual Liability.* CNRM's Liability Insurance policy shall contain contractual liability coverage for CNRM's indemnity obligations under this Regulatory Agreement. CNRM's obtaining or failure to obtain such contractual liability coverage shall not relieve CNRM from nor satisfy any indemnity obligation of CNRM under this Regulatory Agreement.

(d) *Deliveries to City.* CNRM shall deliver to City evidence of all insurance policies required by this Regulatory Agreement. No later than three (3) days before any insurance required by this Regulatory Agreement expires, is cancelled or its liability limits are reduced or exhausted, CNRM shall deliver to City evidence of CNRM's maintenance of all insurance this Regulatory Agreement requires. Each insurance policy required by this Regulatory Agreement shall be endorsed to state that coverage shall not be cancelled, suspended,

voided, reduced in coverage or in limits, except after thirty (30) calendar days' advance written notice of such action has been given to City by certified mail, return receipt requested; provided, however, that thirty (30) days advance written notice shall be required for any such action arising from non-payment of the premium for the insurance. Phrases such as "endeavor to" and "but failure to mail such Notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of any certificates or policies of insurance applicable to City Parties pursuant to this Regulatory Agreement.

(e) *Waiver of Certain Claims.* CNRM shall cause each insurance carrier providing insurance coverage under this Regulatory Agreement to endorse their applicable policy(ies) with a Waiver of Subrogation with respect to City Parties, if not already in the policy. To the extent that CNRM obtains insurance with a Waiver of Subrogation, the Parties release each other, and their respective authorized representatives, from any Claims for damage to any Person or property to the extent such Claims are paid by such insurance policies obtained pursuant to and in satisfaction of the provisions of this Agreement.

(f) *No Claims Made Coverage.* None of the insurance coverage required under this Regulatory Agreement may be written on a claims-made basis.

4.2.3 Fully Paid and Non-Assessable. All insurance obtained and maintained by CNRM pursuant to this Section 4.2 shall be fully paid for and non-assessable. However, such insurance policies may be subject to insurer audits.

4.2.4 City Option to Obtain Coverage. During the continuance of a Default arising from the failure of CNRM to carry any insurance required by this Regulatory Agreement, City may, at its sole option, purchase any such required insurance coverage and City shall be entitled to immediate payment from CNRM of any premiums and associated reasonable costs paid by City for such insurance coverage. Any amount becoming due and payable to City under this Section 4.2.4 that is not paid within fifteen (15) calendar days after written demand from City for payment of such amount, within an explanation of the amounts demanded, will bear interest from the date of the demand at the rate of eight percent (8%) per annum or the maximum interest rate allowed by applicable law, whichever is less. Any election by City to purchase or not to purchase insurance otherwise required by the terms of this Regulatory Agreement to be carried by CNRM shall not relieve CNRM of its obligation to obtain and maintain any insurance coverage required by this Regulatory Agreement.

4.2.5 Separation of Insured. CNRM's Liability Insurance and Automobile Liability Insurance policies shall provide for separation of insured for CNRM and the City Parties. Insurance policies obtained in satisfaction of or in accordance with the requirements of this Regulatory Agreement may provide a cross-suits exclusion for suits between named insured Persons, but shall not exclude suits between named insured Persons and additional insured Persons.

4.2.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions under insurance policies required by this Regulatory Agreement shall be declared to and approved by City. CNRM shall pay all such deductibles or self-insured retentions regarding

City Parties or, alternatively, the insurer under each insurance policy required by this Section 4.2 shall eliminate such deductibles or self-insured retentions with respect to City Parties.

4.2.7 No Separate Insurance. CNRM shall not carry separate or additional insurance concurrent in form or contributing in the event of loss with that required under this Regulatory Agreement, unless City is made an additional insured thereon, as required by this Regulatory Agreement.

4.2.8 Insurance Independent of Indemnification. The insurance requirements of this Regulatory Agreement are independent of CNRM's indemnification and other obligations under this Regulatory Agreement and shall not be construed or interpreted in any way to satisfy, restrict, limit, or modify CNRM's indemnification or other obligations or to limit CNRM's liability under this Regulatory Agreement, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall the provision of such insurance preclude City from taking such other actions as are available to it under any other provision of this Regulatory Agreement or otherwise at law or in equity.

4.2.9 Nature of Insurance. The policies of insurance required by this Regulatory Agreement shall be issued by carriers that: (a) are listed in the then current "Best's Key Rating Guide—Property/Casualty—United States & Canada" publication (or its equivalent, if such publication ceases to be published) with a minimum financial strength rating of "A-" and a minimum financial size category of "XI" (exception may be made for the California Compensation Insurance Fund when not specifically rated); and (b) are authorized to do business in California. CNRM may provide any insurance under a "blanket" or "umbrella" insurance policy, provided that: (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Property and the Project, which amount(s) shall equal or exceed the amount(s) required by this Regulatory Agreement; and (ii) such policy otherwise complies with this Regulatory Agreement.

5. Maintenance of the Project. CNRM, for itself, its successors and assigns, hereby covenants and agrees that the exterior areas of the Project which are subject to public view (e.g.: all improvements, paving, walkways, landscaping, and ornamentation) shall be maintained in good repair and in a neat, clean and orderly condition, ordinary wear and tear excepted. In the event that at any time during the Term, there is an occurrence of an adverse condition on any area of the Project which is subject to public view in contravention of the general maintenance standard described above ("**Maintenance Deficiency**"), then City shall notify CNRM in writing of the Maintenance Deficiency and give CNRM thirty (30) calendar days from the date of such notice to cure the Maintenance Deficiency as identified in the notice. "Maintenance Deficiency" includes, without limitation, the following inadequate or non-conforming property maintenance conditions and/or breaches of residential property use restrictions: (i) failure to properly maintain the windows, structural elements, and painted exterior surface areas of the Units in a clean and presentable manner; (ii) failure to keep the common areas of the Project free of accumulated debris, appliances, inoperable motor vehicles or motor vehicle parts, or free of storage of lumber, building materials or equipment not regularly in use on the Property; (iii) failure to regularly maintain, replace and renew the landscaping in a reasonable condition free of weed and debris; and (iv) the use of garage areas on the Project for purposes other than the parking of motor

vehicles and the storage of personal possessions and mechanical equipment of persons residing in the Project.

5.1 In the event CNRM fails to cure or commence to cure the Maintenance Deficiency within the time allowed, City may thereafter conduct a public hearing following transmittal of written notice thereof to CNRM ten (10) calendar days prior to the scheduled date of such public hearing in order to verify whether a Maintenance Deficiency exists and whether CNRM has failed to comply with the provision of this Section 5. If, upon the conclusion of a public hearing, City makes a finding that a Maintenance Deficiency exists and that there appears to be non-compliance with the general maintenance standard, as described above, then City shall have the right to enter the Project (exterior areas of the Project which are subject to public view only) and perform all acts necessary to cure the Maintenance Deficiency, or to take other action at law or equity that City may then have to accomplish the abatement of the Maintenance Deficiency. Any sum expended by City for the abatement of a Maintenance Deficiency as authorized by this Section 5.1 shall become a lien on the Project. If the amount of the lien is not paid within thirty (30) calendar days after written demand for payment by City to CNRM, City shall have the right to enforce the lien in the manner as provided in Section 5.3.

5.2 Graffiti which is visible from any public right-of-way which is adjacent or contiguous to the Project shall be removed by CNRM from any exterior surface of a structure or improvement on the Project by either painting over the evidence of such vandalism with a paint which has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water as appropriate. In the event that graffiti is placed on the Project (exterior areas only) and such graffiti is visible from an adjacent or contiguous public right-of-way and thereafter such graffiti is not removed within seventy-two (72) hours following the time of its application, or CNRM's actual knowledge of its existence, whichever occurs later; then in such event and without notice to CNRM, City shall have the right to enter the Project and remove the graffiti. Notwithstanding any provision of Section 5.1 to the contrary, any sum expended by City for the removal of graffiti from the Project as authorized by this Section 5.2 shall become a lien on the Project. If the amount of the lien is not paid within thirty (30) calendar days after written demand for payment by City to CNRM, City shall have the right to enforce its lien in the manner as provided in Section 5.3.

5.3 The parties hereto further mutually understand and agree that the rights conferred upon City under this Section 5 expressly include the power to establish and enforce a lien or other encumbrance against the Property in the manner provided under California Civil Code Sections 2924, 2924b and 2924c in the amount as reasonably necessary to restore the Project to the maintenance standards required under this Section 5, including attorneys fees and costs of City associated with the abatement of the Maintenance Deficiency or removal of graffiti and the collection of the costs of City in connection with such action. In any legal proceeding for enforcing such a lien against the Project, the prevailing party shall be entitled to recover its attorneys' fees and costs of suit. The provisions of this Section 5 shall be a covenant running with the land for the Term and shall be enforceable by City in its discretion, cumulative with any other rights or powers granted by City under applicable law. Nothing in the foregoing provisions of this Section 5 shall be deemed to preclude CNRM from making any alterations, additions, or other changes to any structure or improvement or landscaping on the Project, provided that such

changes comply with the zoning and development regulations of the City and other applicable law.

5.4 Capital Replacement Reserve Account. CNRM shall establish an account for the payment of repair and replacement of capital items (“**Capital Replacement Reserve Account**”). Each Fiscal Year CNRM shall deposit into the Capital Reserve Replacement Account from operating income an amount of at least Two Hundred Fifty Dollars (\$250) per Unit per year.

5.4.1 Capital Repairs and Replacements. Capital repairs and replacements shall include, but not be limited to, the following: wet and dry utilities; roof repair and replacement as necessary; repair and replacement of boilers and the major operating components thereof; stucco repair and replacement; exterior painting; replacement of carpeting and vinyl or other hard surface flooring; replacement of drapes; replacement of dishwashers and garbage disposals; and repair and replacement of heating, ventilating and air conditioning systems, equipment and components, installation of solar panels. All of the foregoing and other similar expenditures on the Project shall be considered to be qualifying capital repair and replacement expenses. Interior painting, repair or replacement of other interior appliances and servicing, repair or replacement of interior hardware shall not be considered to be a capital repair, but shall be ordinary operating expenses for the Project. CNRM shall withdraw funds from the Capital Replacement Reserve Account to pay such capital repair and replacement expenses that have been approved by City as CNRM may deem necessary for the purposes of meeting the maintenance and replacement obligations described herein.

5.4.2 Insured Depository. The Capital Replacement Reserve Account shall be maintained in a depository insured by an agency of the federal government.

5.4.3 Documentation. Annually, or more frequently at City’s request, CNRM shall document the level of capital repairs and replacements for the preceding period. CNRM shall maintain and shall provide as requested documentation showing the quantity and price of items purchased, price of materials and the cost of contracted labor or other services incurred in connection with such capital repair and replacement, and such other items as City may reasonably request. If the cost of a capital repair or a replacement is anticipated to exceed Ten Thousand Dollars (\$10,000) per year, CNRM shall inform City and supply City with reasonable documentation concerning the need for and cost of the anticipated capital repair or replacement. City will review and approve or disapprove the repair item(s) in its sole and absolute discretion.

5.4.5 Withdrawals from Reserve Account. On an annual basis, CNRM shall notify City of the anticipated cash requirements which will need to be withdrawn from the Capital Replacement Reserve Account. Amounts so budgeted and approved by City may be withdrawn by CNRM from the indicated Capital Replacement Reserve Account without further City approval. Other withdrawals for unbudgeted, unanticipated or emergency Project expenditures may be withdrawn by CNRM without prior City approval, but CNRM shall notify City in writing within ten (10) calendar days after withdrawal. All amounts so withdrawn by CNRM shall be expended on the Project and in accordance with this Regulatory Agreement.

5.4.6 Interest Earned on Funds in the Capital Replacement Reserve Account. Any interest or other earnings from sums deposited into the Capital Replacement Reserve Account shall be retained in and added to the balance in said account.

5.4.7 Capital Needs Assessment. CNRM shall deliver to City a capital needs assessment (“CNA”) every ten (10) years after the Transfer Date for the City’s reasonable review and approval. The CNA shall include an analysis of CNRM’s actual expenditures for capital needs compared to the most recently approved CNA, CNRM’s original operating budget and its then-current operating budget. Each CNA shall include a ten (10) year capital needs assessment or analysis of replacement reserve requirements prepared by a qualified third party in accordance with reasonable and customary standards for similar residential rental projects.

5.4.8 Displacement of Residents and Relocation. CNRM shall make best efforts to conduct capital repairs and replacements and ordinary repair and maintenance (collectively, “Repairs”) in good faith and in a manner that does not result in the displacement of any of the residents of the Units. If any of CNRM’s actions to conduct Repairs result in displacement of any of the Units’ residents, CNRM shall notify the City in writing, prior to conducting such Repairs, of the identities of the residents to be displaced, the Units they will be displaced from, and the estimated length of time such residents shall be displaced. If the displacement of the residents triggers relocation obligations, CNRM shall be responsible, at its sole cost and expense, for any and all such relocation obligations and related expenses. CNRM shall comply with all applicable federal, state and local laws, rules and regulations regarding such relocation obligations and related expenses, including any relocation requirements set forth by the City. CNRM shall defend, indemnify and hold the City, its officers, employees, agents, attorneys, and contractors harmless from and against all liability for any relocation obligations and related expenses attributable to any Repairs.

6. Covenants to Run With the Land. CNRM and City hereby declare their specific intent that the covenants, reservations and restrictions set forth herein are part of a plan for the promotion and preservation of affordable housing within the territorial jurisdiction of City and that each shall be deemed covenants running with the land and shall pass to and be binding upon the Property and each successor-in-interest of CNRM in the Property for the Term. CNRM hereby expressly assumes the duty and obligation to perform each of the covenants and to honor each of the reservations and restrictions set forth in this Regulatory Agreement. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

7. Burden and Benefit. City and CNRM hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that CNRM’s legal interest in the Property is affected by the affordable dwelling use and occupancy covenants hereunder. City and CNRM hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the affordable housing goals and objectives of City and in order to make the Property available for acquisition by CNRM.

8. Defaults.

8.1 Events of Default. The occurrence of any of the following is a default and shall constitute a material breach of this Regulatory Agreement and, if not corrected, cured or remedied in the time period set forth in Section 8.2, shall constitute an “**Event of Default**” hereunder:

8.1.1 failure of CNRM or any person under its direction or control to comply with or perform when due any material term, obligation, covenant or condition contained in this Regulatory Agreement;

8.1.2 any warranty, representation or statement made or furnished to City by CNRM under this Regulatory Agreement that is false or misleading in any material respect either now or at the time made or furnished;

8.1.3 the dissolution or termination of the existence of CNRM as an ongoing business, insolvency, appointment of a receiver for any part of the property of CNRM, any assignment for the benefit of creditors, any type of creditor workout or the commencement of any proceeding under any bankruptcy or insolvency laws by or against CNRM; or

8.1.4 a default pursuant to the Agreement.

8.2 Notice of Default. City shall give written notice of default to CNRM, in accordance with Section 15, stating that such notice is a “Notice of Default”, specifying the default complained of by City and requiring the default to be remedied within thirty (30) calendar days of the date of the Notice of Default. Except as required to protect against further material damage, City may not institute legal proceedings against CNRM until thirty (30) calendar days after providing the Notice of Default. Failure or delay in giving a Notice of Default shall not constitute a waiver of any default, nor shall it change the time of occurrence of the default. If the default specified in the Notice of Default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and if CNRM initiates corrective action within said thirty (30) calendar day period and diligently works to effect a cure as soon as possible, then CNRM may have such additional time as authorized in writing by City as reasonably necessary to complete the cure of the default prior to exercise of any other remedy for the occurrence of an Event of Default. Such authorization for additional time to cure shall not be unreasonably withheld. If CNRM fails to take corrective action relating to a default within thirty (30) calendar days following the date of Notice of Default (or to complete the cure within the additional as may be authorized by City), an Event of Default shall be deemed to have occurred.

8.3 Inaction Not a Waiver of Default. Any failure or delays by City in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by City in asserting any of its rights and remedies shall not deprive City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

9. Remedies. Upon the occurrence of an Event of Default, City shall, in addition to the remedial provisions of Section 5 as related to a Maintenance Deficiency at the Property, be entitled to seek any appropriate remedy or damages by initiating legal proceedings as follows: (i)

by mandamus or other suit, action or proceeding at law or in equity, to require CNRM to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of City; or (ii) by other action at law or in equity as necessary or convenient to enforce the obligations, covenants and agreements of CNRM to City.

9.1 Rights and Remedies are Cumulative. The rights and remedies of City as set forth in this Section 9 are cumulative and the exercise by City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by CNRM.

9.2 Enforcement by Third Parties. No third party shall have any right or power to enforce any provision of this Regulatory Agreement on behalf of City or to compel City to enforce any provision of this Regulatory Agreement against CNRM or the Project.

10. Governing Law. This Regulatory Agreement shall be governed by the laws of the State of California and applicable Federal laws, without regard to its conflicts of laws principles.

11. Amendment. This Regulatory Agreement may be amended after its recordation only by a written instrument executed by both CNRM and City.

12. Attorney's Fees. In the event that a party to this Regulatory Agreement brings an action to enforce any condition or covenant, representation or warranty in this Regulatory Agreement or otherwise arising out of this Regulatory Agreement, the prevailing party in such action shall be entitled to recover from the other party reasonable attorneys' fees to be fixed by the court in which a judgment is entered, as well as the costs of such suit. For the purposes of this Section 12, the words "reasonable attorneys' fees," in the case of City, shall include the salaries, costs and overhead of the City Attorney as well as any other legal counsel hired by the City in such action, as allocated on an hourly basis.

13. Severability. If any provision of this Regulatory Agreement shall be declared invalid, inoperative or unenforceable by a final judgment or decree of a court of competent jurisdiction such invalidity or unenforceability of such provision shall not affect the remaining parts of this Regulatory Agreement which are hereby declared by the parties to be severable from any other part which is found by a court to be invalid or unenforceable.

14. Time is of the Essence. For each provision of this Regulatory Agreement which states a specific amount of time within which the requirements thereof are to be satisfied, time shall be deemed to be of the essence.

15. Notice. Any notice required to be given under this Regulatory Agreement shall be given by City or by CNRM, as applicable, by personal delivery or by First Class United States mail at the addresses specified below or at such other address as may be specified in writing by the parties hereto:

To CNRM: Corona Norco Rescue Mission
One Hope Drive
Tustin, CA 92782
Attn: Jim Palmer, President
Facsimile: (714) 258-4451

With a courtesy copy to: Christopher Ferebee
2834 Hammer Avenue, Suite 456
Norco, CA 92860

To City: City of Corona
Corona Housing Authority
400 S. Vicentia Avenue, #310
Corona, CA 92882
Facsimile: (951) 736-2488

With a courtesy copy to: Best Best & Krieger LLP
5 Park Plaza, Suite 1500
Irvine, CA 92614
Attn: Elizabeth W. Hull
Facsimile: (949) 260-0972

Notice shall be deemed given five (5) calendar days after the date of mailing to the party or, if personally delivered, when received by the City Manager or CNRM, as applicable.

16. Recording. The parties hereto shall cause this Regulatory Agreement to be recorded in the Official Records of the County of Riverside.

17. No Third Party Beneficiary. No claim as a third-party beneficiary under this Regulatory Agreement by any person, corporation or any other entity, shall be made or be valid against the City or CNRM.

18. Prohibition Against Transfer.

18.1 Except as expressly provided in the Agreement, CNRM shall not, without prior written approval of City, which may not be unreasonably withheld, delayed or conditioned: (i) assign or attempt to assign this Regulatory Agreement or any right herein; or (ii) make any total or partial sale, transfer, conveyance, lease, leaseback, or assignment of the whole or any part of the Property or the improvements thereon, with the exception of a lease to a Qualified Household as permitted by this Regulatory Agreement, or permit to be placed on any of the Property any unauthorized mortgage, trust deed, deed of trust, encumbrance or lien.

18.2 In the absence of specific written agreement or approval by City, no unauthorized sale, transfer, conveyance, lease, leaseback or assignment of the Property shall be deemed to relieve CNRM or any other party from any obligations under this Regulatory Agreement.

IN WITNESS WHEREOF, CNRM and City have caused this Regulatory Agreement to be signed, acknowledged and attested on their behalf by duly authorized representatives in counterpart original copies which shall upon execution by all of the parties be deemed to be one original document.

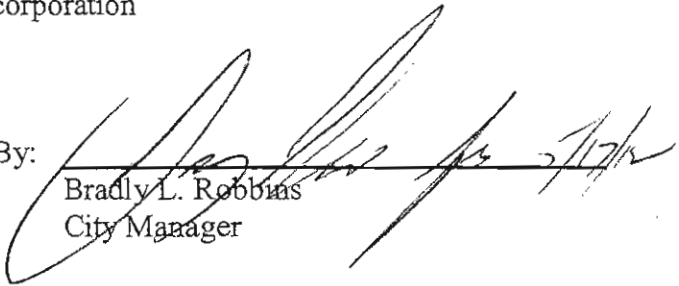
[Signatures on following pages]

**SIGNATURE PAGE
TO
REGULATORY AGREEMENT
(The Mission Apartments)**

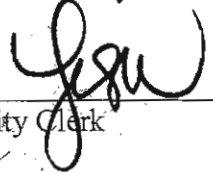
CITY:

CITY OF CORONA, a California municipal corporation

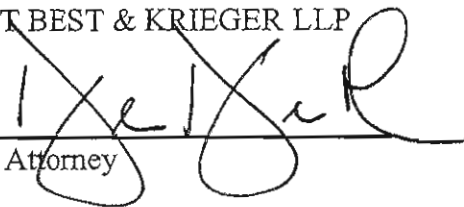
Dated: 5.17.12

By:  Bradley L. Robbins
City Manager

ATTEST:


City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Page No. 19

City Seal: "CORONA - The Circle City - Incorporated July 13, 1896 - To Cherish Our Past - To Plan Our Future"

Date: 05/17/2012

Signature: Jesus M. Morales


Print Name: Jesus M. Morales

**SIGNATURE PAGE
TO
REGULATORY AGREEMENT
(The Mission Apartments)**

CNRM:

INLAND EMPIRE RESCUE MISSION, INC., a
California non-profit corporation dba CORONA
NORCO RESCUE MISSION

Dated: 5-31-2012


By: _____
Its: West

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange }

On 6/1/12 before me, Jewel Loff, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared * Jim Palmer *
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Regulatory Agmt

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

ATTACHMENT NO. 1
TO
REGULATORY AGREEMENT
(The Mission Apartments)

Legal Description of the Property

Real property in the City of Corona, County of Riverside, State of California, described as follows:

THAT PORTION OF LOT 1 IN BLOCK 66 OF THE LANDS OF SOUTH RIVERSIDE LAND AND WATER COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 6 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SIERRA VISTA TRACT NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 33 PAGE 7 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE SOUTH 07° 26' 40" WEST, 182.42 FEET FOR THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 07° 26' 40" WEST, 176.00 FEET;
THENCE SOUTH 82° 34' 00" EAST, 110.95 FEET;
THENCE NORTH 07° 26' 40" EAST, 176.00 FEET;
THENCE NORTH 82° 34' 00" WEST, 110.95 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE NORTHERLY 30.00 FEET OF THE HEREIN DESCRIBED PROPERTY FOR STREET PURPOSES.

APN: 118-283-013-7

ATTACHMENT NO. 2
TO
REGULATORY AGREEMENT
(The Mission Apartments)

Certification of Tenant Eligibility

NOTE TO PROPERTY OWNER: This form is designed to assist you in computing Annual Income in accordance with the method set forth in the United States Department of Housing and Urban Development ("HUD") Regulations (24 CFR 813). You should make certain that this form is at all times up-to-date with the HUD Regulations.

Re: **926 West 5th Street, Corona, California**

I/We, the undersigned, state that I/we have read and answered fully, frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the property listed above. Listed below are the names of all persons who intend to reside in the unit:

1.	2.	3.	4.	5.
Names of Members of Household	Relationship to Head of Household	Age	Social Security Number	Place of Employment
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Income Computation

6. The total anticipated income, calculated in accordance with the provisions of this Section 6, of all persons over the age of 18 years listed above for the 12-month period beginning the date that I/we plan to move into a unit is \$ _____.

Included in the total anticipated income listed above are:

(a) all wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services, before payroll deductions;

(b) the net income from the operation of a business or profession or from the rental of real or personal property (without deducting expenditures for business expansion or amortization of capital indebtedness or any allowance for depreciation of capital assets);

- (c) interest and dividends (including income from assets excluded below);
- (d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of period receipts, including any lump sum payment for the delayed start of a periodic payment;
- (e) payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;
- (f) the maximum amount of public assistance available to the above persons other than the amount of any assistance specifically designated for shelter and utilities;
- (g) periodic and determinable allowances, such as alimony and child support payments and regular contributions and gifts received from persons not residing in the dwelling;
- (h) all regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the household or spouse; and
- (i) any earned income tax credit to the extent that it exceeds income tax liability.

Excluded from such anticipated income are:

- (a) casual, sporadic or irregular gifts;
- (b) amounts which are specifically for or in reimbursement of medical expenses;
- (c) lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workmen's compensation), capital gains and settlement for personal or property losses;
- (d) amounts of educational scholarship paid directly to the student of the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, book and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes, are to be included in income;
- (e) special pay to a household member who is away from home and exposed to hostile fire;
- (f) relocation payments under Title 11 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- (g) foster child care payments;
- (h) the value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977;

ATTACHMENT 2

(i) payments to volunteers under the Domestic Volunteer Service Act of 1973; payments received under the Alaska Native Claims Settlement Act.

(j) income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;

(k) payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;

(l) payments received from the Job Training Partnership Act;

(m) the first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims.

7. Do the persons whose income or contributions are included in item 6 above:

(a) have savings, stocks, bonds, equity in real property or other form of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles and interests in Indian trust land)? ___ Yes ___ No; or

(b) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value? ___ Yes ___ No

(c) If the answer to (a) or (b) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than \$5,000? ___ Yes ___ No

(d) If the answer to (c) is yes, state:

(i) the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy in the unit that you propose to rent: \$ _____; and

(ii) the amount of such income, if any, that was included in item 6 above: \$ _____

8.

(a) Are all of the individuals who propose to reside in the unit full-time students*? ___ Yes ___ No

*A full-time student is an individual enrolled as a full-time student during each of five calendar months during the calendar year in which occupancy of the unit begins at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance and is not an individual pursuing a full-time course of institutional or farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

ATTACHMENT 2

(b) If the answer to 8(a) is yes, is at least one of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return? ____ Yes ____ No

9. Neither myself nor any other occupant of the unit I/we propose to rent is the owner of the property in which the unit is located (hereinafter the "Owner"), has any family relationship to the Owner or owns, directly or indirectly, any interest in the ownership. For purposes of this section, indirect ownership by an individual shall mean ownership by a family member, ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member, and ownership, direct or indirect, by a partner of the individual.

10. This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and, based upon information I/we deem reliable and that the statement of total anticipated income contained in Section 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

11. I/we will assist the Owner in obtaining any information or documents required to verify the statements made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.

12. I/we acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the units and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

13. I/we acknowledge that all of the individuals who propose to reside in the unit qualify as either a United States citizen, United States non-citizen national or a qualified alien (as that term is defined in 8 U.S.C § 1641, as amended from time to time, or any successor statute).

14. Housing Issuer Statistical Information (Optional--will be used for reporting purposes only):

Marital Status: _____

Race (Head of Household)

White _____ Asian _____ Hispanic _____
African-American _____ Native American _____ Other _____

Physical Disability: Yes _____ No _____

I/we declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, _____ in the County of Riverside, California.

Applicant

Applicant

[Signature of all persons over the age of 18 years listed in number 2 above required]

FOR COMPLETION BY PROPERTY OWNER ONLY:

1. Calculation of eligible income:

(a) Enter amount entered for entire household in 6 above: \$ _____

(b) (1) If answer to 7(c) above is yes, enter the total amount entered in 7(d)(1), subtract from that figure the amount entered in 7(d)(2) and enter the remaining balance (\$ _____);

(2) Multiply the amount entered in 7(c) times the current passbook savings rate to determine what the total annual earnings on the amount in 7(c) would be if invested in passbook savings (\$ _____), subtract from that figure the amount entered in 7(d)(2) and enter the remaining balance

(3) Enter at right the greater of the amount calculated under (1) or (2) above: \$ _____;

(c) TOTAL ELIGIBLE INCOME
(Line 1(a) plus line 1(b)(3): \$ _____

2. The amount entered in 1(c):

_____ Qualifies the applicant(s) as a Qualified Household.

_____ Does not qualify the applicant(s) as Qualified Household.

3. Apartment unit assigned:

Bedroom Size: _____ Rent: \$ _____

4. This apartment unit [was/was not] last occupied for a period of 31 consecutive days by persons whose aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, qualified them as a Qualified Household.

5. Method used to verify applicant(s) income:

_____ Employer income verification.

_____ Copies of tax returns.

_____ Other (_____)

Manager

The undersigned employee has applied for a rental unit located in a project financed in part by the City of Corona for persons of very low income. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages _____ Overtime _____ Bonuses _____
Commissions _____

Total current income _____

I hereby certify that the statements above are true and complete to the best of my knowledge.

Signature Date Title

I hereby grant you permission to disclose my income to _____ in order that they may determine my income eligibility for rental of an apartment at [_____].

Signature Date

Please send to: _____

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

Signature Date

ATTACHMENT NO. 3
TO
REGULATORY AGREEMENT
(The Mission Apartments)

**Certificate of Continuing Program Compliance
For Annual Reporting Period Ending _____**

The undersigned, _____, as the authorized representative of Inland Empire Rescue Mission, Inc., a California non-profit corporation dba Corona Norco Rescue Mission ("CNRM"), has read and is thoroughly familiar with the provisions of the various documents associated with the financial assistance provided by the City of Corona ("City"), as established in numerous documents including the Regulatory Agreement, dated as of _____ between CNRM and City.

As of the date of this Certificate, the following percentage of residential units in the project are (i) occupied by Qualified Households (as such term is defined in the Regulatory Agreement) or (ii) are currently vacant and being held available for such occupancy and have been so held continuously since the date a Qualified Household vacated such unit, as indicated:

Number of Units occupied by Qualified Households: _____

Number of Vacant Units: _____

Number of Qualified Households who commenced occupancy during the preceding reporting period: _____

Attached is a separate sheet ("Occupancy Summary") listing, among other items, the appropriate information for each residential unit in the Project, the occupants of each unit and the rent paid for each unit. The information contained thereon is true and accurate and reasonable and is based on information submitted to the owner and is certified under penalty of perjury by each tenant.

[Signatures on following page]

The undersigned hereby certifies that (1) a review of the activities of CNRM during such reporting period and of CNRM's performance under the Regulatory Agreement has been made under the supervision of the undersigned; and (2) to the best of the knowledge of the undersigned, based on the review described in clause (1) hereof, CNRM is not in default under any of the terms and provisions of the above documents.

Dated: _____

CNRM

Name: _____

Its: _____

Name: _____

Its: _____

OCCUPANCY SUMMARY

Total Number of Units in the Project: 12
Total Units occupied by Qualified Households: _____
Total Units available for rent to Qualified Households: _____

ATTACHED IS THE FOLLOWING INFORMATION:

- A. Resident and rental information on each occupied apartment in the complex.
- B. Certification of Tenant Eligibility for all Qualified Households who have moved into 926 West 5th Street, Corona, California, since the filing of the last Occupancy Summary. The same are true and correct to the best of the undersigned's knowledge and belief.

Dated: _____

CNRM

Name: _____
Its: _____

Name: _____
Its: _____



CERTIFICATION OF CORPORATION AUTHORITY

INLAND EMPIRE RESCUE MISSION INC. AND ITS OPERATING UNITS THE TEMECULA MURRIETA RESCUE MISSION AND CORONA NORCO RESCUE MISSION.

WHEREAS, Jim Palmer, President of the Corporation is authorized and empowered for and on behalf of and in the name of the Corporation to execute and deliver that certain Assignment, Assumption and Consent Agreement Regarding the Affordable Housing Agreement (The Mission Apartments), dated [TO BE DETERMINED], by and between the City of Corona, a California municipal corporation, the Corporation and Inland Empire Rescue Mission, Inc., a California non-profit corporation dba Corona Norco Rescue Mission (the "Agreement"), to purchase, construct and operate that certain real property located at 926 West 5th Street, Corona, California, as specifically described in the Agreement, and all other documents to be executed by the Corporation in connection with the transactions contemplated in the Agreement, and to take all actions that may be considered necessary to conclude the transactions contemplated in the Agreement and perform the other obligations of the Corporation pursuant to the Agreement.

WHEREAS, the authority conferred shall be considered retroactive, and any and all acts authorized in this document that were performed before the execution of this Certificate are approved and ratified. The authority conferred shall continue in full force and effect until the City of Corona, a California municipal corporation, shall have received notice in writing from the Corporation of the revocation of this Certificate.

We further certify that the activities covered by the foregoing certifications constitute duly authorized activities of the Corporation; that these certifications are now in full force and effect; and that there is no provision in any document under which the Corporation is organized and/or that governs the Corporation's continued existence, limiting the power of the undersigned to make the certifications set forth in this certificate, and that such certifications are in conformity with the provisions of all such documents.

I certify that I am the duly elected and acting Corporate Secretary of the California nonprofit public benefit corporation. Executed on the Fourth day of May, 2012.

A handwritten signature in black ink, appearing to read 'Chris Ferebec', is written over a horizontal line.

Christopher Ferebec, Corporate Secretary & General Counsel

EXHIBIT "E"

SIGNAGE

Operator may not post exterior signs at the Harrison Shelter or the 5th Street Housing Units without obtaining approval from the City. All signs must comply with Corona Municipal Code 17.74.