

**City of Corona Dedicated Beds at POLM Community Shelter
(Second Amended Partner Agency Agreement)**

This Second Amended Partner Agency Agreement ("Amended Agreement") is entered into as of December 7, 2022, by and between the City of Corona, a municipal organization organized under the laws of California ("Corona"), and Path of Life Ministries, a 501(c)(3) non-profit organization ("POLM"). Corona and POLM are sometimes individually referred to as "Party" and collectively as Parties throughout this Agreement.

WHEREAS, the Parties entered into that Partner Agency Agreement on or about June 6, 2019, whereby Corona contracted for five (5) beds per calendar day ("Original Agreement"); and

WHEREAS, the Parties entered into that First Amended Partner Agency Agreement on October 6, 2021, whereby Corona contracted for ten (10) beds per calendar day ("First Amended Agreement"); and

WHEREAS, the Parties now desire to amend and replace the First Amended Agreement as of the Effective Date of this Amended Agreement, whereby Corona will contract for ten (10) beds per calendar day at an increased price per day and the Parties will make additional clarifying revisions.

NOW, THEREFORE, the Parties agree as follows:

1. Number of dedicated beds: Ten (10) total beds; compensation & payment; bed utilization reports

- Ten (10) beds will be made available for shelter guests referred directly from Corona, totaling up to approximately 1,500 bed nights during the Term of this Second Amended Agreement ("Corona Dedicated Beds").
- The Corona Dedicated Beds may be utilized only upon an authorized referral from City Net, the City of Corona Homeless Solutions Manager, or the Corona Police Department, including, but not limited to, from the Corona Police Department HOPE Team ("Corona PD Representatives").
- Corona is obligated to pay POLM for ten (10) bed nights each calendar day during the Term of this Second Amended Agreement. Cost per bed night totals \$80 per day. Accordingly, Corona is obligated to pay POLM Eight Hundred Dollars (\$800) per calendar day during the Term of this Amended Agreement ("Daily Rate").
- Following execution of this Amended Agreement, POLM shall invoice Corona for its Daily Rate as follows:
 - 1) Amended Agreement: On or near the 1st of each month throughout the Term, POLM shall invoice Corona for its Daily Rate for the number of days in that upcoming month.
 - 2) Unavailability of Beds - COVID. If any of Corona's ten (10) contracted beds are not available due to COVID-19 or other extenuating circumstances, POLM will provide immediate, advance written notice to City Net, the City of Corona Homeless Solutions Manager, and the Corona Police Department. POLM shall not invoice Corona for any such unavailable beds.
- Corona shall pay all approved invoices within thirty (30) calendar days of its receipt.

- Corona shall have the right to request additional dedicated beds, in increments of at least five (5) beds, at any time during the Term of this Amended Agreement. POLM will advise Corona in writing within three (3) calendar days as to whether additional beds are available for purchase.
- POLM will provide daily bed utilization reports to City Net, the City of Corona Homeless Solutions Manager and the Corona Police Department as follows:
 - 1) Monday through Friday: POLM will send daily bed utilization reports by email.
 - 2) Saturday and Sunday: POLM will provide daily bed utilization reports to City Net by phone. Corona will require City Net to promptly notify the City of Corona Homeless Solutions Manager and the Corona Police Department of the POLM weekend bed utilization rates by email.
- Of the ten (10) beds, six (6) will be set aside for males and four (4) will be set aside for females. Once the Corona POLM bed utilization reaches zero available contracted beds for a female or zero available contracted beds for a male, Corona will require City Net to activate the Corona Motel Emergency Shelter Program for Corona Police Department referrals. Notwithstanding the foregoing, Corona reserves the right to require City Net to activate the Corona Motel Emergency Shelter Program at a different threshold if Corona determines it necessary to meet shelter needs. Further, if POLM can accommodate the request, Corona reserves the right to request a different ratio for male and female beds if service demand changes.

2 Criteria for filling the beds:

- All guests that have been referred by an authorized representative of Corona (discussed in Paragraph 1 above) will be annotated on the sign in sheet to track total bed usage.
- Referrals shall be made from City Net staff, the City of Corona Homeless Solutions Manager, and Corona PD Representatives using the approved Partner Agency Referral Form or similar form authorized by POLM to be used for such purpose.
- POLM will accept 100% of the Corona referrals up to ten (10) persons per day, and then based on availability of program beds.
- All guests will be expected to follow POLM shelter agreement.
- All referrals will be given priority and placed in open Year-Round (YR) program beds.
- Notwithstanding anything stated in the Partner Agency Referral Form or elsewhere, Corona referrals may be made and shall be accepted twenty-four (24) hours per day and seven (7) days per week.

3 Case management and supportive services

- All guests enrolled in YR program will be case managed/navigated by POLM staff. City Net staff, Corona or other partner agencies may also provide supportive services (if applicable) and should submit copies of case notes documenting activity to be included in the guest's POLM guest file.

4 Exit from the program


- All guests are eligible for up to 60 days enrollment in POLM YR program.
- Extensions past 60 days in the program must be approved by shelter management and be for good and documentable cause of efforts and opportunities in place that will result in housing at the conclusion of the guest's stay.
- City Net staff and/or Corona Representatives will be notified in writing of all involuntary exits by Corona referred guests and Corona referred guests that have not checked into the shelter for two or more consecutive days. Whenever possible, POLM management will confer with City Net staff and/or Corona Representatives prior to exiting a Corona referred guest.

5 Miscellaneous

- The term of this Amended Agreement shall be from February 1, 2023 (“Effective Date”) through June 30, 2023 (“Term”), unless earlier terminated by either Party as provided herein.
- During the Term, either Party may terminate this Agreement at any time and for no reason by providing written notice to the other Party at least thirty (30) calendar days prior to its desired termination date.
- At the end of the Term, this Amended Agreement shall automatically extend for additional one-month periods (each a “Renewal Term”) unless and until either Party provides written notice to the other Party of its desire not to extend this Amended Agreement at least thirty (30) calendar days prior to the end of a Renewal Term.
- The Initial Term and Renewal Terms may be collectively referred to as “Term” throughout this Agreement.
- To the fullest extent permitted by law, each Party shall defend, indemnify and hold the other Party and their 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 the indemnifying Party or their directors, officials, officers, employees, volunteers and agents in connection with this Agreement. Each Party’s obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds.

PATH OF LIFE MINISTRIES

Approved:

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Chris Oberg
Chief Executive Officer

CITY OF CORONA

Reviewed by:

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Karen Roper
Homeless Solutions Manager

Approved:

Jacob Ellis
City Manager

Attest:

Sylvia Edwards
City Clerk