

**CITY OF CORONA
FIRST AMENDED AND RESTATED
AGREEMENT WITH MERCY HOUSE LIVING CENTERS
(HOMELESS SYSTEM OF SERVICES)**

1. PARTIES AND DATE.

This First Amended and Restated Agreement with Mercy House Living Centers (Homeless System of Services) (“Agreement”) is made and entered into this 20th day of November 2024 (“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 Prior Agreements.

City and Consultant previously entered into that certain Professional Services and Funding Agreement dated December 7, 2022, that certain First Amendment to Professional Services and Funding Agreement dated June 21, 2023, that certain Second Amendment to Professional Services and Funding Agreement dated April 3, 2024, and that certain Third Amendment to Professional Services and Funding Agreement dated August 21, 2024 (collectively, the “Original Agreement”), whereby Consultant agreed to provide a comprehensive homeless system of services. City and Consultant desire to amend and restate the Original Agreement as set forth herein.

2.2 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 respite care and that Consultant is licensed in the State of California and is familiar with the City of Corona’s Homeless Strategic Plan.

2.3 Corona System of Services.

City desires to engage Consultant to render such services for the operation or implementation of the Harrison Hope Center Low-Barrier Emergency Shelter/Navigation Center (“Harrison Hope Center”), the 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 Respite 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.

3.1.1.1 Incorporation of Documents Governing Services. Consultant shall perform and provide the Services in compliance with the documents listed below (“Governing Documents”), each of which is hereby incorporated herein by reference and made a part of this Agreement as though set forth herein in full. Consultant hereby acknowledges and agrees that a copy of the Governing Documents has been provided to Consultant under separate cover. Consultant further acknowledges and agrees that the Governing Documents may be updated or amended from time to time and that such amended or updated Governing Document shall govern the Services commencing upon such date that a copy of the amended or updated Government Document is provided to Consultant.

- (a) Harrison Shelter / Navigation Center Tenant-Based Rental Assistance (TBRA) Program Guidelines;
- (b) Shelter Operations Plan;
- (c) Permanent Local Housing Allocation Final Guidelines;
- (d) Lease Agreement for Harrison Shelter and 5th Street Housing Units dated December 7, 2022 between City and Consultant;
- (e) Grant Agreement for the Use of American Rescue Plan Act (ARPA) Funds (HWSCoC-0004914) dated April 9, 2024 between the City and the County of Riverside; and
- (f) Housing and Homelessness Incentive Program Subrecipient Agreement, City of Corona Navigation Project (HWSCoC-0004871) dated July 1, 2024 between the City and the County of Riverside

3.1.2 Term. The term of this Agreement shall be from July 1, 2024 to June 30, 2025 (“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 Services or a threat to the safety of persons or property, shall be promptly removed 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 subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, 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 by the Consultant and shall not be re-employed to perform any of the Services.

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 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 subsections.

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 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 any person found not to be in compliance with such requirements from performing the Services hereunder.

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 Services, 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 Services; 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 the Services.

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 in accordance with Exhibit "C" attached hereto and incorporated herein by reference. Total compensation, including authorized reimbursements, for the Services shall be capped on a fiscal year basis, as provided for in the Total Compensation Payment Schedule included in Exhibit "C" ("Total Compensation"). If the Term of this Agreement is extended, Exhibit "C" shall be updated through a duly approved and executed amendment to this Agreement to reflect the Total Compensation for any upcoming fiscal year(s). 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 for that fiscal year is not exceeded. Any such changes shall be documented through a duly approved and executed amendment to this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City separate monthly itemized invoices, and City shall review the invoices and make payments to Consultant, as provided for in Exhibit "C" attached hereto.

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

3.3.4 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 Services, 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.

3.3.5 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 Harrison Hope Center. 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/dlstr/. 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 Services, 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 the Services or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than the Services 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 the Services, 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 reuse 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 in connection with the Services 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. 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, or any publicity pertaining to the Services 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 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 the Services.

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. This Agreement supersedes the Original Agreement.

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, Payment Schedule, and Funding Sources

[SIGNATURES ON NEXT 2 PAGES]

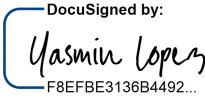
**CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
FIRST AMENDED AND RESTATED AGREEMENT
WITH MERCY HOUSE LIVING CENTERS
(HOMELESS SYSTEM OF SERVICES)**


IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

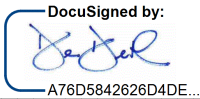

CITY OF CORONA

By: 
Jacob Ellis
City Manager

Reviewed By: 
Karen Roper
Homeless Solutions Manager

Reviewed By: 
Yasmin Lopez
Purchasing Manager


Attest: 
Sylvia Edwards
City Clerk

Approved as to Form:  
Dean Derleth
City Attorney

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
FIRST AMENDED AND RESTATED AGREEMENT
WITH MERCY HOUSE LIVING CENTERS
(HOMELESS SYSTEM OF SERVICES)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

MERCY HOUSE LIVING CENTERS
a California non-profit corporation

By:  Signed by:
31D77984093F487...

Larry Haynes
Chief Executive Officer

EXHIBIT “A” SCOPE OF SERVICES

HARRISON HOPE CENTER

Consultant shall operate the Harrison Hope Center 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 plus a 16-bed overflow program for a total of 56 beds. City may request consultant to use the 16-beds for overflow for regular shelter beds and/or to address inclement weather, emergencies, and disasters or other shelter needs as directed by the City.
- ✓ Operate a 56-bed, low-barrier emergency shelter/navigation center with the following bed breakdown, sub-populations, and programs:
 - o 20-beds for low-barrier single adult males in one separate dormitory wing at the Harrison Hope Center.
 - o 15-beds for low-barrier single adult females in one separate dormitory wing at the Harrison Hope Center.
 - o 5-beds for post hospital respite care with accommodations in the recuperative care sleeping rooms at the Harrison Hope Center. Respite 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 respite care beds on an “as needed/referral” basis. Consultant may use respite care beds to accommodate clients suffering from chronic health issues, disability issues or other special needs if beds are otherwise not needed for formal respite care placements from Corona Regional Hospital. Consultant shall work with City and FQHC partner to finalize the respite care program. Until an MOU with Corona Regional Hospital is executed, Consultant may use the respite care beds as aforementioned.
 - o 16-beds to provide overflow for the regular shelter program and/or to address inclement weather, emergencies, or disasters as directed by the City. Since overflow beds are in the dining room, Consultant may limit placements to a one-night stay with options to extend on a daily basis as may be needed.
 - o All 56 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 Corona Police Department. Waivers will be handled on a case-by-case basis.

- o If Consultant identifies changing needs for males and/or females, City's representative may approve changes in bed configurations and sub-populations
- ✓ 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, referenced in this Agreement as Exhibit "E".
- ✓ Implement good neighbor strategies to accommodate clients who have vehicles so they can access shelter, meals, supportive services, and ultimately permanent housing without impacting the area surrounding the Harrison Hope Center.

Operational Requirements

Consultant shall:

- ✓ Comply with Required Referrals Protocols: The City of Corona Homeless Solutions 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, referenced in 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
- ✓ Submit a daily, early morning utilization email to City Net, Corona Police Department, and the City's Homeless Solutions staff. The utilization email will provide availability of shelter spaces, pet spaces, and meal/transportation program spaces
- ✓ Comply with the Ties to the City of Corona Policy as referenced in this Agreement as Exhibit J
- ✓ Operate the Harrison Shelter:
 - o 24 hours per day
 - o 7 days per week
 - o 365 days per year

Consultant shall:

- ✓ Operate 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.

- ✓ Provide and maintain exterior larger storage lockers for shelter residents only
- ✓ Provide and maintain amnesty lockers for shelter residents and/or transportation/meal program clients
- ✓ 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
- ✓ Operate the Harrison Hope Center in accordance with the Pet Friendly Shelter Model that allows pets, assistance animals and service animals. When needed, provide pet services to ensure animals are properly vaccinated and healthy
- ✓ Require screening for 290 Sex Offenders and Open Felony Warrants as outlined in the Shelter Operations Plan referenced in this Agreement as Exhibit “E”
- ✓ Operate and maintain the kitchen within the Harrison Hope Center, 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 referenced in this Agreement as Exhibit “E”.
- ✓ Implement the following Community Outreach & Engagement strategies to comply with City’s Good Neighbor Policy set forth in the Shelter Operations Plan, referenced in this Agreement as Exhibit “E”:
 - o As needed to address concerns or issues raised by businesses, facilitate community meetings with surrounding businesses. Consultant shall notify City of any complaints and include City in meetings
 - o Summarize business concerns and submit to City’s Representative for review and discussion
 - o Develop strategies to mitigate concerns
 - o Present mitigating strategies to the City and businesses
 - o Maintain an open and ongoing community dialogue

Operational Standards

Consultant shall:

- ✓ Operate a well maintained and well managed facility
- ✓ As needed, work with City to refine operating procedures to define and strengthen partnerships and roles of County, City, and other stakeholders
- ✓ Comply with referral protocols from City Net, Corona PD, and City Project Manager
- ✓ Maintain 24/7 phone contact
- ✓ Implement Neighborhood Patrol Strategies in accordance with the Shelter Operations Plan, referenced in 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:
 - o 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, the 11 parking spaces in the shelter parking lot, and the spaces on the street where no parking signs have been removed)
 - o Policy to ensure that client vehicles remain operable with current registration and insurance
 - o 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
 - o Policy to collaborate with City to utilize established pick up and drop off locations for shuttle services to/from the shelter and/or to change locations in collaboration with the City if good neighbor policy issues surface
- ✓ 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
- ✓ 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. Consultant site leads shall immediately text designated Homeless Solutions staff when critical incidents arise, briefly describe nature of incident and provide ETA for submission of written report
- ✓ Establish Public/Private partnerships to involve and engage businesses, residents, and the faith community to serve Corona homeless:
 - o Volunteer Opportunities
 - o Corporate Social Responsibility
 - o Donation Programs

Centro Medico Community Clinic

- ✓ Centro Medico Community Clinic (CMCC) will occupy a portion of the West Wing of the Harrison Hope Center Shelter/Navigation Center to provide medical, behavioral health, and oral care services for
 - o Shelter/Navigation Center clients/residents
 - o Transportation/Meal Program clients
 - o City’s Motel Emergency Shelter Program operated by City Net
 - o Clients enrolled in City’s HOME Tenant-Based Rental Assistance Program
 - o Residents of Permanent Supportive Housing Projects in the City of Corona
- ✓ City entered into 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 implement client service protocols and other operational processes outlined in the lease agreement between the City and CMCC.

Miscellaneous Harrison Hope Center Shelter / Navigation Center Terms and Conditions

Consultant shall:

- ✓ Utilize 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
- ✓ 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

Harrison Hope Center Shelter/Navigation Center Target Goals

Consultant shall complete by June 30, 2025:

- ✓ Collaborate with City Net and Corona PD to facilitate approximately 175 exits from the streets of Corona to the Shelter/Navigation Center.
- ✓ Provide approximately 15,000 shelter bed nights using 40 beds plus 16 overflow beds.
- ✓ Collaborate with the City to maintain daily activation of the 16 additional shelter beds to provide overflow for regular shelter beds and/or to support weather events or emergencies as directed by the City of Corona.
- ✓ Complete approximately 25 exits for shelter residents to safer successful housing situations such as the City's Permanent Supportive Housing and Tenant Based Rental Assistance Program and/or other housing programs through the Continuum of Care.

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 Harrison Hope Center 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 Homeless Solutions staff, Corona Police Department, City Net 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
- ✓ 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
 - o Hot Meal
 - o Bagged Take Away Food
- ✓ Require screening for 290 Sex Offenders and Open Felony Warrants as outlined in the Shelter Operations Plan
- ✓ Implement policy to collaborate with City to utilize established 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

Transportation / Meal Program Target Goals

Consultant shall complete by June 30, 2025:

- ✓ Collaborate with the City of Corona Homeless Solutions and City Net to develop strategies to increase participation in the transportation / meal program.
- ✓ Ramp up program to serve up to 40 people per week.
- ✓ Enroll approximately 20 people in case management.
- ✓ Connect 10 people to the shelter program and/or clinic program.
- ✓ Develop 1-2 partnerships to decrease food costs or expand meal services and increase volunteer support.

POST HOSPITAL RESPITE CARE PROGRAM

Consultant shall:

- ✓ Operate 5-beds in the Harrison Hope Center Shelter/Navigation Center for a post-hospital respite 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 entered 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
- ✓ Consultant will use grant funds to support after-hours respite care services, if needed by eligible clients
- ✓ City will enter into a separate Memorandum of Understanding (MOU) with Corona Regional Medical Center. Consultant will be a party to the MOU.
- ✓ Consultant may use Respite Care beds to meet the needs of clients with chronic health issues, disability issues, or other special medical needs until the MOU is established with Corona Regional Hospital and once the MOU is established, if there is no client demand for formal respite care beds from Corona Regional Hospital
- ✓ Once MOU is established with Corona Regional Hospital, Consultant will ensure that the Post Hospital Respite Care Program complies with the following guidelines:

Respite Care 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:
 - o Ability to use DME device safely and understands proper use (e.g., independent transfers from wheelchair to toilet)
 - o Ability to use DME independently without any stand-by-assistance (SBA) with no requirement for comprehensive geriatric assessment (CGA)
 - o 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

Respite Care 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

Post Hospital Respite Care Target Goals

Consultant shall complete by June 30, 2025:

- ✓ Collaborate with the City of Corona Homeless Solutions, Centro Medico Community Clinic and Corona Regional Hospital to develop strategies to provide on-demand, after hours recuperative care.
- ✓ Collaborate with the City of Corona Homeless Solutions, Centro Medico Community Clinic and Corona Regional Hospital to develop a Memorandum of Understanding to formalize the terms and conditions of a post hospital recuperative care program.
- ✓ Continue to use the five recuperative care beds to meet the needs of clients with ADA, medical, or other special needs, as needed if no demand for formal respite care is needed.
- ✓ Transition approximately 10 clients from the recuperative care program to the regular shelter program for crisis stabilization.

HOME TENANT-BASED RENTAL ASSISTANCE PROGRAM

Consultant shall implement a Tenant-Based Rental Assistance (TBRA) Program in compliance with the City’s Guidelines referenced in this Agreement as Exhibit D. Consultant will implement a scattered site TBRA Housing Program and Homeless Prevention Program (HPP) using HOME funds outlined in the budget exhibit of this Agreement.

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
- ✓ 1 Housing Solutions Supervisor
- ✓ 1 Leasing Agent
- ✓ 6 TBRA Housing Solutions Case Managers/Housing Navigators

- ✓ Consultant shall implement a Whatever-It-Takes Housing Placement Program to be used for the following activities:
 - o Make It Cozy Home Furnishing Warehouse Program
 - ❖ 1 Make It Cozy Specialist
 - ❖ 2 Warehouse Specialists
 - ❖ Warehouse Transportation and Moving Services
 - ❖ Warehouse Space and Supplies
 - o Landlord Incentives
 - o U-Haul Moving Costs
 - o Landlord Application Fees
 - o 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 Residents At-Risk of Homelessness
- ✓ Corona Emergency Shelter/Navigation Center Residents
- ✓ Corona Motel Emergency Shelter Clients
- ✓ Corona Transportation / Meal Service Clients
- ✓ Corona Unsheltered Homeless Clients
- ✓ Corona Homeless Clients Enrolled in other Emergency or Transitional Housing Programs

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.

HOME TBRA Target Goals

Consultant shall complete by June 30, 2025:

- ✓ Assist approximately 100 households through monthly rental assistance to facilitate housing placements and homeless prevention. This includes monthly rental assistance support for existing and new clients.
- ✓ At the end of the first quarter of FY 2025, start process to complete annual housing market analysis so that payment standards increase opportunities for clients to find permanent housing options in the City of Corona while supporting client housing choice to live anywhere in Riverside or San Bernardino County per the City of Corona HOME TBRA Guidelines.
- ✓ Provide 12 months of case management, post housing placement, for all rental subsidy clients assisted through the Tenant Based Rental Assistance Program.

PERMANENT SUPPORTIVE HOUSING PROGRAM – 5th STREET HOUSING UNITS

Program Requirements

Consultant shall:

- ✓ Operate a Permanent Supportive Housing (PSH) 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 and/or other eligible homeless populations as may be approved in negotiations between the City and the County for the Housing Assistance Plan (HAP) Agreement for Project-Based Vouchers (PBVs)
- ✓ Prioritize placement of homeless individuals and families with documentable ties to the City of Corona
- ✓ 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
- ✓ Once PBV HAP Agreement is approved by the City and County, coordinate with City Net, City Homeless Solutions, County 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 PBV income eligibility process

Supportive Services

Consultant shall:

- ✓ In addition to providing supportive services through PSH Case Management Staff, collaborate with Centro Medico Community Clinic, County of Riverside 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:

- ✓ Comply with existing, executed lease/rental agreement with existing eligible tenants residing at the 5th Street Housing Units. The Rental Agreement shall state that units are being converted from Transitional Housing to Permanent Supportive Housing that is managed by Consultant

- ✓ After PBV HAP Agreement is approved by City and County, collaborate with City Net to verify history of homelessness, disability verifications and coordinate reverse referral of residents to the Coordinated Entry System and County Housing Authority for placement on the waiting list and PBV income eligibility process

Project-Based Voucher Application:

Consultant acknowledges that

- ✓ Consultant and City collaborated to submit an application to the County for PBVs
- ✓ Consultant acted as the lead fiscal agent for the PBV application since the 5th Street Housing Units are 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
- ✓ The City reserves the right to review and approval the final HAP Agreement with the County before Consultant executes the contract

Permanent Supportive Housing Target Goals

Consultant shall complete by June 30, 2025:

- ✓ Collaborate with the City to finalize contract negotiations for execution of the HAP Agreement with the County for PBV rental assistance for a 20-year term for 11 of the 12 units
- ✓ Collaborate with the City of Corona Homeless Solutions and City Net to establish a list of eligible Corona tenants for “reverse referral” to the County’s HomeConnect Coordinated Entry System. Reverse referral is defined as a referral coming directly from City Net on behalf of a Corona homeless household directly to the 5th Street Permanent Supportive Housing Project
- ✓ Collaborate with City Net to ensure that client referrals are document ready with disability verifications and homeless certification letters
- ✓ Collaborate with City Net to assist client referrals with completion of PBV applications
- ✓ Collaborate with the City to host a Grand Opening Ceremony
- ✓ Collaborate with City of Corona Homeless Solutions to provide whatever it takes home furnishing support from the Make It Cozy Warehouse

- ✓ Collaborate with Centro Medico Community Clinic to ensure that 5th Street residents have transportation and access to the Harrison Hope Center clinic to receive necessary supportive services, including medical, behavioral health, or oral care services

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. The only exception to the post housing case management requirement is when Consultant only provides security deposit assistance for eligible clients moving to other PSH projects that provide ongoing case management support for residents

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 but not limited to 911 calls due to illnesses, injuries, deaths, altercations, or damages to the Harrison Hope Center Shelter/Navigation Center or 5th Street Housing Units. Consultant shall use the City's Critical Incident Report format. Once a critical incident happens, Consultant shall notify the designated Homeless Solutions staff by text to briefly describe the incident and indicate when the written report will be submitted

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:
 - o 60-80% AMI
 - o 50% AMI (Very Low-Income)
 - o 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 eligible referring 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**

1. Harrison Hope Center Emergency Shelter/Navigation Center

Consultant shall operate the 56-bed Harrison Hope Center Shelter/Navigation Center with client length of stay targets at 90 days to not more than 180 consecutive days.

2. Transportation/Meal Services Program

Consultant shall operate the Transportation / Meal Services Program to provide daily transportation and meal services for up to 40 eligible clients.

3. Post Hospital Respite Care Program

Consultant shall operate a 5-bed post hospital respite care program with accommodations in the recuperative care sleeping rooms at the Harrison Hope Center. Respite care program requires 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. Consultant may use respite care beds to accommodate clients suffering from chronic health issues, disability issues or other special needs if beds are otherwise not needed for formal respite care placements from Corona Regional Hospital. Consultant shall work with City and FQHC partner to finalize the respite care program. Until an MOU with Corona Regional Hospital is executed, Consultant may use the respite care beds as aforementioned.

4. HOME Tenant Based Rental Assistance (TBRA) Program

Consultant shall operate the HOME TBRA Program to provide Homeless Prevention and Rapid Rehousing Services to eligible Corona clients. Consultant shall supplement the program to provide a robust Make It Cozy Warehouse Home Furnishing Program for Corona’s Homeless System of Services.

5. Permanent Supportive Housing

Consultant shall operate the Permanent Supportive Housing Program to operate 12-units of housing. Consultant shall designate one unit for an onsite property manager and 11-units for eligible residents.

**EXHIBIT “C”
BUDGET, FUNDING SOURCES & TOTAL COMPENSATION PAYMENT SCHEDULE
(FISCAL YEAR 2025)**

FY25 Homeless System of Services BUDGET	
Labor	
Program Manager, Senior Site Lead, Site Lead, Shelter Specialists (Engagement, Janitorial, and Logistics), Safety Specialist, Driver Supervisor, Drivers, Housing Solutions Manager, Housing Solutions Supervisor, Housing Solutions Case Managers, Housing Navigators, Reservations Specialists, Kitchen Manager, Lead Cook, Cooks, Kitchen Logistics, Leasing Agents, Resource Specialists, Data Supervisor, Make-it-Cozy Specialist, Warehouse Specialists, Community Engagement Specialist, Permanent Supportive Housing On-Site Staff	\$3,300,375.00
Operational Costs	
Harrison Hope Center Shelter/Navigation Center Operational Costs, Transportation/Meal Services Program Operational Costs, Permanent Supportive Housing Operational Costs, Whatever-It-Takes Crisis Stabilization Fund including but not limited to Rental Assistance, Utility Arrears and Credit Repair, Housing Placement Support such as Landlord Incentives, U-Haul Moving Costs, Landlord Application Fees, Other Miscellaneous Housing Placement Costs not covered by HOME TBRA Program, Make It Cozy Program Operational Costs for Warehouse Space, Box Truck, Home Furnishing and Move-In Services and Supplies, Post Hospital Recuperative Care Services. Program Operational costs also include but are not limited to Hope Center and 5th Street Permanent Supportive Housing maintenance and repairs, trash, utilities, security vendor, transportation costs, facility and client supplies, pet services and supplies, and other miscellaneous costs to support client stabilization and successful operation of the Corona System of Services	\$2,615,404.80
HOME TBRA Program (Costs for Homeless Prevention and Rapid Rehousing)	
Security Deposits, Rental Assistance Payments, Income Eligibility Determinations, HQS Inspections	\$1,772,510.94
Mercy House Indirect Costs	
De minimus rate for non-federal entity: Per 2 CFR 200.414(f), de minimus rate established for non-Federal entities who do not have negotiated indirect costs rate. This fee is charged at 10% to offset expenses incurred by the organization. (10% of non-HOME funded costs)	\$591,577.98
Reallocation Between Budget Categories	
Consultant may adjust the above budget line items and reallocate funds between the four budget categories (Labor, Operational Costs, HOME TBRA Costs, and Indirect Costs), provided that the Total Compensation is not exceeded.	
Budget Total	\$8,279,868.72

Funding Sources to Track Separately

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

FY25 Homeless System of Services FUNDING SOURCES	
Federal	
Federal HOME Funds FY25	\$395,233.00
Federal HOME Funds Carryover FY24	\$697,433.00
Federal HOME Funds Carryover FY23	\$679,844.94
State	
State PLHA Funds for Shelter/Navigation Center FY25	\$498,946.00
County	
County HHIP Grant	\$400,000.00
County ARPA Grant	\$1,000,000.00
City	
City General Funds Rollover from FY24 Second Amendment to Agreement (July 2024 - December 2024)	\$1,819,009.78
City General Funds for Shelter/Navigation Center, Transportation/Meal Program, and Permanent Supportive Housing Operating Costs FY25	\$2,789,402.00
Budget Total	\$8,279,868.72
Percentage Funded with Federal/State/County Resources = 44%	

FY25 Homeless System of Services TOTAL COMPENSATION PAYMENT SCHEDULE					
Flat Monthly Payments					
Payment #	Month	Payment Amount Under Third Amendment	Paid as of Effective Date?	Additional Payment Amount Under Restated Agreement	Total Payments for FY25
Month 1	Jul-24	\$303,168.30	YES	\$781,391.33	\$1,084,559.63
Month 2	Aug-24	\$303,168.30	YES	\$189,813.35	\$492,981.65
Month 3	Sep-24	\$303,168.30	YES	\$189,813.35	\$492,981.65
Month 4	Oct-24	\$303,168.30	YES	\$189,813.35	\$492,981.65
Month 5	Nov-24	\$303,168.30	NO	\$189,813.35	\$492,981.65
Month 6	Dec-24	\$303,168.30	NO	\$189,813.35	\$492,981.65
Month 7	Jan-25	\$303,168.30	NO	\$189,813.35	\$492,981.65
Month 8	Feb-25	\$303,168.30	NO	\$189,813.35	\$492,981.65
Month 9	Mar-25	\$303,168.30	NO	\$189,813.35	\$492,981.65
Month 10	Apr-25	\$303,168.30	NO	\$189,813.35	\$492,981.65
Month 11	May-25	\$303,168.30	NO	\$189,813.35	\$492,981.65
Month 12	Jun-25	\$303,168.30	NO	\$189,813.35	\$492,981.65
Total Flat Rate Payments		\$3,638,019.60		\$2,869,338.18	\$6,507,357.78
Payments for HOME Tenant Based Rental Assistance Program Services					
HOME TBRA Program Billing				Subject to Client Demand & Spending Targets	
Total Potential Payments for HOME TBRA Program Services				\$1,772,510.94	
Total Compensation					
\$8,279,868.72					
Flat Monthly Payments - Year End Reconciliation					
<p>During the last quarter of fiscal year 2025, the City will conduct an assessment of all monthly itemized invoices and back-up documentation for the Flat Monthly Payments to evaluate the Services performed and expenses incurred by Consultant during the fiscal year. If the sum of all Flat Monthly Payments exceed the cost of the Services performed and the expenses incurred during that fiscal year, Consultant shall refund the difference to the City within thirty (30) calendar days.</p>					

FLAT MONTHLY PAYMENTS - MONTHLY ITEMIZED INVOICES

Consultant shall submit to City separate monthly itemized invoices, with accompanying client data reports and back-up documentation of expenses, which indicate work completed, supplies provided and Services rendered by Consultant for the following components of the Services:

- (1) Harrison Hope Center Shelter/Navigation Center;
- (2) Transportation/Meal Program;
- (3) Post Hospital Respite Care Program; and
- (4) Permanent Supportive Housing Program.

Payment - Month 1

After this Agreement has been fully executed by all Parties and upon receipt of an itemized invoice from Consultant for Month 1 of the Flat Monthly Payments, the City will make an initial payment in the amount indicated above for Month 1. The Parties understand that this Month 1 payment is larger in amount to help Consultant at the beginning of the fiscal year with cash-flow for operating costs, and that all Flat Monthly Payments shall be subject to the Year End Reconciliation as provided for herein.

Payment - Months 2 – 12

Thereafter, City shall, within 30 days of receiving an itemized invoice from Consultant for the Flat Monthly Payments, review the invoice and make payment to Consultant in the amounts indicated above for Months 2 through 12.

HOME TBRA PROGRAM SERVICES - MONTHLY ITEMIZED INVOICES

Consultant shall also submit to City separate monthly itemized invoices, with accompanying client data reports and back-up documentation of expenses, which indicate work completed, supplies provided and Services rendered by Consultant for the HOME Tenant-Based Rental Assistance Program. Consultant shall perform Services and invoice City based upon client demand, spending targets, and eligible activities, as outlined in the Harrison Shelter / Navigation Center Tenant-Based Rental Assistance Program Guidelines incorporated pursuant to Section 3.1.1.1 of this Agreement.

City shall, within thirty (30) days of receiving an itemized invoice from Consultant for the HOME Tenant Based Rental Assistance Program, review the invoice and make payment to Consultant for all approved charges thereon.