

**FIRST AMENDED AND RESTATED
OPERATING AGREEMENT FOR
ACCESS/HOMELESS SHELTER**

(Path of Life Ministries)

THIS FIRST AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is entered into this 22nd day of June, 2005, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and PATH OF LIFE MINISTRIES, a California non-profit corporation ("PLM").

RECITALS

A. On May 17, 2005, the City and PLM executed that certain Operating Agreement ("Original Agreement") for the operation and ownership of the Access/Homeless Shelter. Due to requirements of the State of California, the City and PLM now desire to amend and restate that Original Agreement in its entirety. This Agreement supersedes and replaces the Original Agreement.

B. For the past two (2) years, in conjunction with the County of Riverside's Cold Weather Shelter program, PLM has been operating a Cold Weather Shelter.

C. PLM is currently in escrow to purchase property located at 2840 Hulen Place, Riverside California ("Property") for Five Hundred Eighty Five Thousand Dollars (\$585,000) for the operation of the Cold Weather Shelter, as well as operating a Short-Term Emergency Shelter and Access Center (collectively "Facility"). In order to purchase the Property, PLM will be obtaining a grant from the State of California, Department of Housing and Community Development ("State"), in the amount of Five Hundred Thousand Dollars (\$500,000) and Eighty-Five Thousand Dollars (\$85,000) from the City. The City will also be contributing an additional Five Hundred Thousand One Hundred and Fifty Dollars (\$500,150) for tenant improvements for the Facility.

D. In order to protect the City's financial investment, PLM will execute a deed of trust in the amount of Five Hundred Eighty-Five Thousand One Hundred and Fifty Dollars (\$585,150) in favor of the City, which deed of trust will be recorded against the Property in a second position behind the State's deed of trust.

E. PLM will operate the Facility subject to the terms and conditions set forth below.

**ARTICLE I
TERMS**

1.1 Retention of PLM. The City hereby agrees that PLM shall be the exclusive operator and manager of the Facility in compliance with all applicable federal, state and local laws subject to the terms and conditions hereinafter set forth. PLM accepts such retention.

1.2 Term. The term of this Agreement shall be for a period of ten (10) years beginning June 30, 2005 ("Effective Date").

1.3 Buy out of the Property. Due to the contribution by the City to PLM, throughout the term of this Agreement, City and PLM shall be deemed 50/50 equity sharing partners. At the end of the expiration of this Agreement, City can purchase the Property from PLM by paying PLM Fifty Percent (50%) of the fair market value of the Property, less any and all contributions that City has made to the Property and the Facility, including the initial contribution described in Paragraph C of the Recitals, above. If, however, at the end of the term of the Agreement the City determines that it no longer desires to continue participation in the Facility, PLM can buy out City's interest by reimbursing the City for any and all contributions the City has made to the Property and Facility.

1.4 Vesting. Upon the execution of this Agreement by PLM, PLM will cause the escrow company handling the purchase of the Property, to amend the escrow instructions to add the City's deed of trust as an encumbrance to be recorded against the Property.

1.5 State Documents. PLM hereby acknowledges and agrees that it will be responsible under the State grant and will sign the Note, Deed of Trust, Regulatory Agreement and Development Agreement (collectively "State Documents") and any other documents required by the State in order to obtain the grant. Copies of sample State Documents are attached hereto as Exhibits "A" through "D" and incorporated herein by reference.

1.6 Use of the Property. The Property and Facility shall be used and operated by PLM, subject to the terms and conditions in this Agreement, as an Access Center, Emergency Shelter and Cold Weather Shelter for the homeless and for uses incidental to conducting said operations, and for no other use.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1 Non-Profit Corporation. PLM hereby represents and warrants that it is a non-profit corporation in good standing with the State of California. PLM further represents and warrants that at all times during the term of this Agreement, it will remain a California non-profit corporation in good standing.

2.2 Compliance with State Documents. PLM hereby represents and warrants that at all times during the term of this Agreement, PLM will comply with each and every term, condition, restriction and obligation contained in the State Documents. PLM's failure to comply will trigger an automatic default under this Agreement, as set forth more fully below.

2.3 Religious Activities. PLM hereby represents and warrants that during its use of the Property and Facility, it will not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services offered in the Facility. If PLM

conducts such activities, the activities must be offered separately, in time and location, from the programs or services provided for in the Facility, and participation must be voluntary for the beneficiaries of the programs or services offered. It is acknowledged that PLM may continue to carry out its mission, including the definition, practice and expression of its religious beliefs, provided that it does not use any funds received from the City to support any inherently religious activities, such as worship, religious instruction or proselytization.

2.4 Liens. PLM hereby represents and warrants that it will keep the Property and the Facility free and clear of all liens and encumbrances. Should PLM allow any liens to be recorded on the Property, PLM shall have thirty (30) days in which to cause said liens to be removed. If, after thirty (30) days the liens still remain, and PLM has not provided a satisfactory explanation to the City as to its attempts to their removal, PLM shall be deemed in default under this Agreement. Further, PLM agrees to hold the City harmless from any and all claims under any liens and encumbrances.

2.5 Taxes. PLM hereby acknowledges if it is responsible for any taxes it shall promptly pay the same.

ARTICLE III OPERATION

3.1 Operations. PLM at its own cost and expense shall operate the Facility in a professional manner. This shall include PLM's employment and retention of such personnel, whether paid or volunteers, as may be required, to effectively run the Facility. PLM, in the operation of the Facility agrees to be bound by the following terms and conditions:

3.1.1 Hours. The Short-Term Emergency Shelter shall be open seven (7) days a week from 5:30 p.m. to 8:30 a.m. The Access Center shall be open five (5) days a week, Monday through Friday, from 1:00 p.m. to 5:00 p.m. The Cold Weather Shelter is open only during the months of December through March each year with the same hours of operation as the Short-Term Emergency Shelter. The Cold Weather Shelter's months of operation may be extended depending on the severity of the winter. PLM shall notify the City, in writing, if such additional months are needed for the Cold Weather Shelter.

3.1.2 Population to be Served. The Short-Term Emergency Shelter will serve adult individuals eighteen (18) years and older and adult families with children up to seventeen (17) years of age. The maximum stay for any individual or family is thirty (30) days. The Facility will house up to sixty-five (65) individuals per night.

3.1.3 Nighttime Staff. At all times during the hours of 9:30 p.m. to 6:30 a.m., PLM shall have a minimum of three (3) staff members. During the hours of 9:30 p.m. to 6:30 a.m., any of the staff on duty must be awake during that entire shift to be available to immediately respond to any needs or emergencies that may arise.

3.1.4 Conditional Use Permit. PLM shall comply with all of the terms and conditions under Planning Case P04-1083, including the review of the Conditional Use Permit by the City's Planning Commission six (6) months following occupancy of the Facility.

3.1.5 Security. PLM shall implement a security plan to insure the security of the Facility's clients as well as the surround community. The plan shall include, but not be limited to the following:

- (a) A professional security guard shall be on duty during all operational hours of the Facility;
- (b) All Facility clients when entering the Facility will be physically searched for drugs, alcohol and weapons;
- (c) The Facility area will be gated;
- (d) Security cameras will be located around the Property for community protection;
- (e) All Facility clients will be screened immediately during intake and assessment to see if they are parolees or probationers. Individuals with violations will be reported to the authorities for further action;
- (f) The Facility shall offer an escort service for business employees who wish to be walked to their cars;
- (g) Loitering in and around the Property shall be prohibited;
- (h) PLM shall work with local law enforcement to insure that any issues impacting the community are immediately addressed.

3.1.6 Program Standards/Rules. PLM shall operate pursuant to the program standards attached hereto as Exhibit "E" and incorporated herein by reference. PLM shall also establish rules and regulations similar to those set forth in Exhibit "E" and shall post those rules at a conspicuous location in the Facility and shall provide each client with a copy of said rules. PLM shall provide the City with the rules for its review prior to occupancy of the Facility.

3.2 Cooperation with other Agencies. PLM shall coordinate and cooperate with other agencies in connection with the operation of the Facility. Those agencies include, but are not limited to: Project ACHIEVE, Alternatives to Domestic Violence, Operation Safe House, U.S. Vets, Community Access Center, Volunteer Center of Riverside County, Department of Public Social Services

3.3 Reporting. PLM shall submit quarterly reports to the City with a year end report for the fiscal year. Such reports shall contain information in regard but not limited to, funding, coordination between the various agencies, clientele, security issues, maintenance, and repairs. The annual report shall contain the previous information as well as the and outlook for the upcoming fiscal year. Quarterly reports shall be due thirty (30) days after the end of the quarter. The annual year end report shall be due by March 1 of each year.

3.4 Records. PLM shall keep and maintain records of its operations under this Agreement in accordance with generally accepted accounting principles. Such accounting records must be kept current. Upon reasonable advance written notice such books and records of PLM shall be available for inspection by a qualified accounting person, duly authorized by officers of the City. Such inspection shall be conducted during PLM's regular business hours, at PLM's regular place of business and reasonably convenient for the City to receive such information. Books and records shall remain confidential and not public except as necessary to protect the City's interests under this Agreement as between City and PLM, and as required by law.

3.5 Maintenance. As discussed more fully in Article IV below, PLM, at its sole cost and expense shall maintain and keep the Property and Facility in good order and condition. PLM shall perform all repairs necessary to keep the Facility, all improvements, fixtures, furniture, furnishings, and equipment situated therein or used in connection therewith, in such condition.

3.6 Inspections. City, through its duly authorized representatives, may enter onto the Property at all reasonable times after reasonable prior notice, for the purpose of inspecting any or all of said Property and the Facility. After such inspections, City, upon City Manager's approval shall provide for any repairs or changes as shall be reasonable and consistent with the City's responsibility of keeping the Property and the Facility in good repair pursuant to Article IV below. In the event the necessary repairs or changes pertain PLM's maintenance responsibility, the City shall give written notice to PLM by mail or personal delivery of the necessary repairs or changes. PLM shall commence the necessary repairs or changes within ten (10) days following receipt of any such written notice or such longer time as may be specified herein and complete such undertaking as soon as practicable, provided, however, any items deemed an emergency shall be completed promptly by PLM upon notification.

3.7 Utilities. PLM shall be responsible for all utilities to the Property and Facility, including, but not limited to, gas, water, electricity, sewer, telephone, and trash removal. PLM shall promptly pay all charges and costs incurred in connection with any and all utilities.

3.8 Insurance. PLM shall provide and maintain during the term of this Agreement the following types and amounts of insurance on policy forms satisfactory to City:

(a) Commercial general liability insurance in a combined single limit of at least one million dollars (\$1,000,000) per occurrence, including the following coverages: premises operation, independent contractors, blanket contractual, products liability, bodily injury including death, personal injury, property damage, owned and non-owned equipment, host liquor liability, liquor liability, incidental malpractice injury. Such commercial general liability policy shall be endorsed to name the City, its officers, employees and authorized volunteers as additional insureds.

(b) Property insurance covering all risks of direct physical loss, theft, damage, destruction to personal property in the amount of at least \$500,000 as shall protect it from claims for damages which may arise from operations of PLM under this Agreement. Such property insurance policy

shall be endorsed to name the City, its officers, employees and authorized volunteers as additional insureds and loss payee.

(c) Any deductibles applicable to the commercial general liability insurance purchased in compliance with this Section shall be approved by City Manager of City.

(d) Each policy required under this section shall be endorsed to state that coverage shall not be canceled or materially changed, except after 30 days' prior written notice has been given to City by certified or registered mail.

(e) All policies required under this Section shall be issued by insurance companies, authorized to transact liability insurance business in the State of California, and have a policy holders rating of B+ or higher and a financial class of at least VII, except as expressly approved by Risk Manager of City.

3.9 Workers' Compensation. By executing this Agreement, PLM certifies that it is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. PLM shall carry the insurance or provide for self-insurance required by California law to protect said PLM from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, PLM shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that PLM is self-insured for such coverage, or (2) a certified statement that PLM has no employees, and acknowledging that if PLM does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

3.10 Indemnification. Except as to sole negligence, or willful misconduct of City, PLM shall defend all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which arises out of or is in any way connected with the performance under this Agreement by PLM or any of the PLM's employees, agents, volunteers or subcontractors, notwithstanding that City may have benefitted from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of PLM, its employees, agents, volunteers or subcontractors. The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

3.11 Waiver. PLM hereby waives any and all rights to any types of express or implied indemnity against the City or its agents, officers and employees.

ARTICLE IV MAINTENANCE

4.1 Construction. The City shall pay for the construction of tenant improvements and other project costs on the Property in the amount of Five Hundred Thousand One Hundred and Fifty Dollars (\$500,150). The tenant improvements shall be those improvements as described in Exhibit "G" attached hereto and incorporated herein by reference. PLM shall cooperate with City at all stages in connection with the construction of the tenant improvements.

4.2 Maintenance and Repair. PLM shall keep the Property and the Facility in a decent, safe and sanitary condition and repair, and permit no waste thereof. PLM hereby agrees that it will not commit or suffer to be done or exist on or about the Property and the Facility any condition which will cause the Property to be less valuable. PLM shall provide or cause to be provided all services necessary to maintain and repair the Property and the Facility in first class condition. The obligation to maintain and repair includes, but is not limited to: (a) maintenance and repair occasioned by ordinary wear and tear; (b) maintenance and repair occasioned by extraordinary wear and tear; (c) damages to the Property and the Facility caused by the failure to perform the required maintenance and repairs or the negligent or willful acts or omissions of PLM, or its agents, employees, volunteers or clients; and (d) damages to the Property and Facility resulting from any other cause, other than the negligent or willful acts or omissions of the City.

4.3 Service Contracts. PLM shall provide or cause to be provided all janitorial services, all security services, all HVAC system maintenance and repair services for the Property and the Facility, as well as other system maintenance and repair services required for systems reasonably necessary for the use and quiet enjoyment of the Property and the Facility by PLM or the City.

4.4 Change in the Facility. PLM, upon prior written approval from the City, may make additions, betterments, extensions or improvements to the Facility or to attach fixtures, structures or signs to the Facility (collectively "Changes to the Facility") if: (a) such Changes to the Facility are reasonably necessary for the use and quiet enjoyment of the Facility by PLM; (b) such Changes to the Facility will not result in a diminution the value of the Property or the Facility; (c) PLM first acquires a permit to make such Changes to the Facility from the appropriate governmental entities having jurisdiction; and (d) the Changes to the Facility are constructed, assembled, or otherwise installed into or onto the Facility in full compliance with all applicable codes and ordinances of the City of Riverside.

ARTICLE V DEFAULTS AND TERMINATION

5.1 Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" hereunder following notice to PLM by the City, specifying (a) the applicable event, (b) the action required to prevent such event becoming an Event of Default, and (c) a date,

which shall not be less than thirty (30) days after the date the notice is mailed to PLM, by which such action must be taken:

5.1.1 Performance of Obligations. PLM's default under any of the State Documents or PLM's failure to perform its obligations under this Agreement.

5.1.2 Representations and Warranties. (a) Any of PLM's representations or warranties in any of the State Documents or this Agreement shall prove to have been untrue in any material respect when made or deemed to have been made, or PLM shall have concealed any material fact from the City; (b) any of PLM's representations or warranties in any of the State Documents or this Agreement, other than representations, warranties, statements and certificates as to the financial condition of PLM, shall cease to be true and shall remain untrue for fifteen (15) days after notice of such change to PLM by the City or the State of California; or (c) any material adverse change in the financial condition of PLM from the financial condition represented to the City or the State of California as of the Effective Date.

5.1.3 Liens. The (a) filing of any claim or lien against the Property or the Facility, or any part thereof, and the continuance of the claim or lien for twenty (20) days after PLM received notice thereof without discharge, satisfaction or provision for payment being made to the satisfaction of the City; or (b) sequestration or attachment of, assignment by PLM for the benefit of its creditors of, or any levy or execution upon, the Property, the Facility, other collateral provided by PLM, or substantial portion of other assets of PLM, which is not released, expunges or dismissed prior to the earlier of sixty (60) days after sequestration, attachment or execution on the same.

5.1.4 Bankruptcy. The filing of a petition for relief under any state or federal law regarding bankruptcy, reorganization or other relief to debtors, whether voluntary or involuntary, and/or the applying for, or the appointment of, a receiver, trustee, custodian or liquidator.

5.1.5 General. PLM's breach of any condition, covenant, warranty, promise or representation contained in this Agreement not otherwise resulting in an Event of Default hereunder and the continuance of such breach for a period of thirty (30) days after written notice thereof to PLM.

5.2 Remedies. Upon the happening of an Event of Default, the City may take immediate possession of the Property and the Facility, and remove PLM from the Property and the Facility. Upon the occurrence of an Event of Default, the City may also, in addition to all other rights and remedies available to the City hereunder or under all applicable laws, at its option, seek an order for specific performance in a court of competent jurisdiction, or for such other relief as may be deemed appropriate.

5.3 Rights Cumulative, No Waiver. All the City's rights and remedies provided herein, granted by law or otherwise, are cumulative and may be exercised by the City at any time. The exercise of one or more remedies shall not be deemed an election of remedies and shall not preclude

the exercise by the City of any one or more of its other remedies. No waiver shall be implied from any failure of the City to take, or any delay by the City in taking action concerning any Event of Default or from any previous waiver of any similar or unrelated Event of Default. Any waiver of or approval of any Event of Default must be in writing and shall be limited to its specific terms.

5.4 Attorneys' Fees. If any attorney is engaged by the City to enforce, construe or defend any provision of this Agreement, or as a consequence of any Event of Default hereunder, or the default under any State Document, with or without the filing of any legal action or proceeding, PLM shall pay to the City, immediately upon demand, the amount of all attorneys' fees and costs incurred by the City in connection therewith.

5.5 Termination by the City. This Agreement may be terminated by the City upon the occurrence of any of the following events:

(a) Any material breach of this Agreement or the State Documents by PLM which remains uncured for a period of thirty (30) days after written notice from the City;

(b) Any event of which any provision of this Agreement provides for termination by the City, which remains uncured for a period of thirty (30) days after written notice from the City;

(c) The destruction of the Facility or any event which renders the Facility unusable; and

(d) At the City's sole discretion, upon sending written notice of termination for cause to PLM after the City has sent to PLM three or more notice of PLM's breach of this Agreement as set forth in Section 5.1 above, within any twelve (12) month period.

5.6 Termination by PLM. This Agreement may be terminated by PLM with one hundred and eighty (180) days written notice to the City.

ARTICLE VI MISCELLANEOUS

6.1 Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

City:

City of Riverside
City of Manager
3900 Main Street
Riverside, California 92522

PLM:

Path of Life Ministries
Raul Diaz, Senior Pastor
3340 Durahart Street
Riverside, California 92507

6.2 Time of Essence. Time is of the essence for each and every provision of this Agreement.

6.3 Independent Contractor. In the performance of this Agreement, PLM and PLM's employees, subcontractors, volunteers and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. PLM acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to PLM, or to PLM's employees, subcontractors, volunteers and agents. PLM, as an independent contractor, shall be responsible for any and all taxes that apply to PLM as an employer.

6.4 General Compliance with Laws. PLM shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect PLM, or in any way affect the performance of services by PLM pursuant to this Agreement. PLM shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

6.5 Amendments. This Agreement may be modified or amended only by a written agreement executed by PLM and the City. PLM understands that any amendment will require approval from the City Council.

6.6 Assignment and Subcontracting. Neither party shall transfer any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. PLM acknowledges that any transfer of rights may require City Manager and/or City Council approval, as well as the State of California pursuant to the State Documents.

6.7 Venue and Attorneys' Fees. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees, to be set by the court in such action.

6.8 Nondiscrimination. During PLM's performance of this Agreement, PLM shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, PLM agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

6.9 Waiver. Any waiver by the City of a breach of a covenant or condition in one instance shall not be regarded as a waiver in any other instance.

6.10 Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

6.11 Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of PLM represent and warrant that they have the legal power, right and actual authority to bind PLM to the terms and conditions hereof and thereof.

6.12 Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

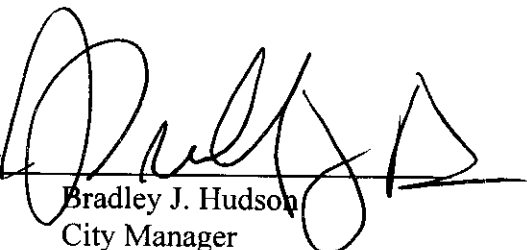
6.13 Interpretation. City and PLM acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

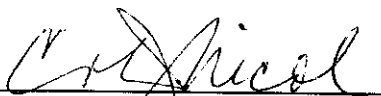
6.13.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers are to sections in the Agreement unless expressly stated otherwise.

6.13.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

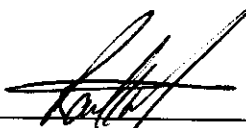
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day first written above.


CITY OF RIVERSIDE

By 
Bradley J. Hudson
City Manager

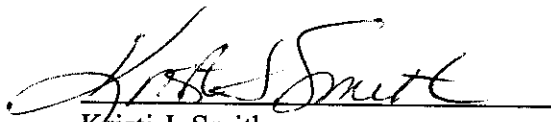
Attest 
Colleen J. Nicol
City Clerk

PATH OF LIFE MINISTRIES

By 
Raul A. Diaz
President/Executive Director

By 
Olivia Ybarra
Secretary

APPROVED AS TO FORM:


Kristi J. Smith
Deputy City Attorney

PROGRAM STANDARDS

Types of Services

Short-Term Emergency Shelter:

1. Basic services: food, showers, clothing, & medical care.
2. Intake to gather basic client information (using the Homeless Information Management System (HIMS) required of HUD)
3. Case management assessment and case planning with shelter guest to stabilize clients and provide housing/support services within the shelter and with other agencies such as transitional housing, employment, health care.
4. Transportation assist to appointments, employment and health care.

Access Center:

1. Centralized outreach/intake/assessment for all self-referred or referred homeless individuals and families using HIMS.
2. One stop access to a broad range of case management-based social services such as substance abuse, health care, housing, job training and placement.
3. Transportation assistance to appointments, employment and health care (3 Riverside Rapid Transit stops within .5 miles of the Access Center/Shelter site).

Winter Shelter Program:

1. December through March hypothermia prevention shelter.
2. Shelter guest to be provided meals, bathrooms/showers, and a mass sleeping area.
3. Access Center intake and case management to enroll in Short-term Emergency Shelter and other housing/supportive services options.

Good Neighbor Policy:

1. The Access Center and Short-term Emergency Shelter will actively work to have positive relationships with all property owners and others surrounding the site.
2. A security guard will be hired by the shelter to monitor the property and the movement of the homeless within the immediate area of the site.
3. The service provider will work with the surrounding community when issues arise and solutions need to be addressed.
4. The service provider will meet regularly with a selected steering committee. Some of the members on the steering committee include The City of Riverside Homeless Coordinator, County of Riverside DPSS, Chamber of Commerce, Police Department and Project ACHIEVE.

Access Center and Shelter Guiding Principles for Program Operation

1. The dignity, self esteem and safety of clients and staff are of utmost concern. The principles of mutual respect and accountability will govern all actions and decisions.
2. The Access Center and Short-term Emergency Shelter will at all times strive to be a good neighbor, paying particular attention to community safety and the physical appearance of the facility. (Example: loitering and client traffic around the facility will be kept to a minimum).
3. The primary mission of the Access Center and Shelter is to assist all clients to move towards and achieve permanent housing, employment and independent living.
4. All clients requesting any service at the Access Center or Shelter must provide their full name and (if applicable) address at time of intake. Eligibility for full services will require clients to sign a social contract (i.e. formal program enrollment) within 24 hours of intake. The exception to a strict 24 hour period could be weekends, holidays and in some case as related to Winter Shelter only clients.
5. The Access Center and Short-term Emergency Shelter will exercise a zero tolerance standard for alcohol and other substances, threatening and/or inappropriate behavior toward clients or staff and weapons of any kind.

Rules

1. To enter the Short-term Emergency Shelter and/or receive Access Center services clients must complete an intake and assessment by a case manager and sign a written agreement to follow all program standards.
2. Clients may reside in the shelter up to 30 days, unless otherwise directed by Case Management services. Access Center services maybe sought out weekly by shelter and non-shelter clients, but it is not a day center type program.
3. All Clients will behave in an orderly fashion at all times in and outside the Access Center and Shelter. Respect is to be shown clients, volunteers, staff and visitors at all times.
4. Clients will maintain sobriety at all times while at the Access Center and shelter (in and outside the facility). There is zero tolerance for the possession and use of alcoholic, narcotics and other controlled substance. Clients will be required to submit

to a supervised drug/alcohol test when in the shelter if deemed necessary, and/or randomly to meet shelter management standards. If clients do not maintain sobriety or refuse drug testing it can be a reason from immediate termination from the Shelter.

5. Clients may enter the shelter daily at 5:30 p.m. All clients must be in by 6:30 p.m. unless otherwise permitted by a case manager (work, religious meetings, etc.). Lights out every night by 10:00 p.m. Clients wake up by 6:30 a.m. and will need to be out of the shelter by 8:30 a.m. having had breakfast, cleaned shelter areas, and then leave to take care of case management, appoints related to supportive services, attending or looking for work, going to school and such. The Access Center hours will be Monday through Friday 1:00 p.m. to 5:00 p.m. for assistance with shelter intake, assessment, case managements and community supportive services.
6. All clients with children must supervisor their children and ensure that there behavior in the Shelter, Access Center, go to school, and respect all people in either program.
7. Parents or legal guardians are responsible for the legal conduct/behavior of the children in and outside the shelter.
8. Clients may not smoke in the Access Center and Shelter. Smoking will be allowed only in a patio area and during smoking periods sited by staff.
9. Clients must wash clothes and bed linen at least weekly (times assigned by staff). In addition, clients must keep belongings in a contained space and orderly.
10. Clients cannot bring food and beverages into the Access Center and Shelter. Staff will not store items except for approved medications in refrigerators, and only for Shelter clients. All medications must be on file with staff and dispensed by staff per doctor directions.
11. No pets allowed in or at the Access Center or Shelter.
12. Clients cannot bring knives, scissors, or other dangerous articles into the Access Center or Shelter. When illegal knives, etc. are found the items will be turned over to law enforcement.
13. Clients will sign-in and sign-out of the Access Center and Shelter each day. Another client or staff cannot sign-in or out for another Access Center or Shelter guest.
14. Clients will assist in maintenance of the shelter by performing various assigned chores. The chores will either be done in the a.m. or p.m. All chores must be done to the satisfaction of the shelter staff.

15. Clients must limit the amount of belongings coming into the shelter because of space, and clients and staff will complete an inventory of items.
16. Clients are restricted from offices, kitchen, laundry room, storage areas unless permission is given to enter by staff.
17. Clients will respect personal space and property of other clients and staff.
18. Clients will not engage in any acts of violence, or threats of violence in side and outside the shelter. Such behavior can lead to immediate termination from the shelter.
19. Clients must report motor vehicles, or bicycles kept on the property to case managers. If a ticket is given due to illegal operation of a vehicle, the client is responsible not the shelter. Non-shelter clients may not leave vehicles, bikes and other personal property at the Access Center when the client is not present.
20. Clients are not to have visitors at anytime, visitors can be arranged outside of shelter hours.
21. Clients are expected to stay at the shelter each night, unless the client is part of the CWS only. To be away overnight a client must have good reason and approval at least 24 hours in advance by a case manager.
22. Clients must participate in all program activities and groups, unless excused by case management at the Short-term Emergency Shelter.
23. Clients must provide necessary intake/case management information (legal name, age, legal dispositions, medical information, etc.) as requested by intake and case management at the Access Center and Shelter.
24. Clients must develop a case plan with a case manager within 48 hours of being in the Shelter. The exception is CWS guest, and on certain holidays when there is a long weekend. Then the intake/assessment/case plan must be completed on the first workday. If a client refuses the intake/assessment/case planning it could mean immediate termination from the shelter.
25. Clients must strictly adhere to all stated rules, written and verbal. Violations may result in written reports to be placed in the client's file and after three violations a client could be terminated from the Access Center and Shelter for 3 to 10 days and/or permanently. Some violations will result in immediate termination from the programs (ex: substance use, violence, hitting/fighting with staff or clients).

26. Clients must work toward stabilization and take steps per a case plan to move toward transitional housing and other supportive services within 10 to 30 days of being in the Short-term Emergency Shelter.

Client Rights:

1. Clients have the right to exercise their personal freedoms, as long as they do not infringe on another person's rights, conflict with their case plan or violate any program rule, stated or implies.
2. Clients have the right to privacy. Therefore, they may expect that their cases will not be discussed with only not associated with this program and the client confidentiality will be respected within limits of the law.
3. Clients have the right to fair and respectful treatment from staff. Therefore, staff will act in a professional manner at all times. Sexual harassment will not be condoned nor tolerated.
4. Staff will not discriminate on the basis of client's race, color, national origin, ancestry, religion, age, gender, or sexual preference. Clients have the right to receive respectful, courteous professional services from all staff and volunteers.
5. Clients have the right to receive services in a facility that is clean and safe.