

Richardson | Ober | DeNichilo  
234 E. Colorado Blvd., Suite 800  
Pasadena, California 91101  
Telephone: 626.449.5577

1 KELLY G. RICHARDSON, Bar No.: 112666  
DANIEL A. NORDBERG, Bar No.: 77598  
2 ALISA E. SANDOVAL, Bar No.: 206426  
DANIEL C. HEATON, Bar No.: 262232  
3 RICHARDSON | OBER | DeNICHILLO  
234 E. Colorado Blvd., Suite 800  
4 Pasadena, California 91101  
Tel: 626.449.5577  
5 Fax: 626.449.5572

6 Attorneys for Plaintiffs,  
CITY OF LAGUNA HILLS;  
7 BFE ASSET PARTNERS, LLC;  
GJC PROPERTIES 8 LP;  
8 SUKIN & ROSENFELD LLC;  
ERIK M. BLOCK  
9

10  
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF ORANGE**

13 CITY OF LAGUNA HILLS, a municipal entity;  
14 BFE ASSET PARTNERS, LLC, a limited  
liability company; GJC PROPERTIES 8 LP, a  
15 limited partnership; SUKIN & ROSENFELD  
LLC, a limited liability company; and ERIK M.  
16 BLOCK, an individual,

17 Plaintiffs,

18 vs.

19 ELITE HOSPITALITY, INC.; COUNTY OF  
ORANGE; BOARD OF SUPERVISORS OF  
20 THE COUNTY OF ORANGE; ORANGE  
COUNTY HEALTH CARE AGENCY; CEO  
21 REAL ESTATE; FRANK KIM; NICHOLE  
QUICK; and DOES 1 - 50, inclusive,  
22

23 Defendants,

24 ILLUMINATION FOUNDATION, a nonprofit  
organization,

25 Real Parties in Interest.  
26

Case No.: 30-2020-01139345-CU-MC-CJC

SUPPLEMENTAL DECLARATION OF  
ATTORNEY GREGORY BEAM IN  
SUPPORT OF PLAINTIFFS' RESPONSE TO  
SUPPLEMENTAL BRIEF OF THE COUNTY  
OF ORANGE

*Ex Parte* TRO:  
April 20, 2020, 10:00 a.m., Dept C25

Complaint filed: April 14, 2020

27 ///  
28

I, Gregory B. Beam, Esq., do declare as follows:

1 1. I give this supplemental declaration in support of Plaintiff City of Laguna Hills' and  
2 Plaintiff BFE Asset Partners, LLC's Application for an Order to Show Cause and Temporary  
3 Restraining Order. I have personal knowledge of the facts set forth herein. If called as a witness  
4 in this matter, I could and would testify competently thereto.

5 2. I am an attorney at law duly licensed to practice before all courts in the State of California  
6 and am one of two managing members of Plaintiff BFE Asset Partners, LLC ("BFE"). BFE owns  
7 two buildings located within a planned commercial development known as Plaza Pointe. The  
8 owners of properties, and the properties (hereinafter "Properties") located within Plaza Pointe  
9 are subject to a certain Declaration of Covenants, Conditions, Restrictions and Reservation of  
10 Easements ("CC&Rs"), recorded on August 9, 1978 in the Orange County Recorder's Office as  
11 Instrument No. 12516, at Book 1279, Pages 1893 through 1937.3. These CC&Rs created the  
12 planned commercial development known as Plaza Pointe. A true and correct copy of the CC&Rs  
13 is attached as Exhibit C to the Complaint. In addition, the Properties are subject to Planned  
14 Community Regulations also known as Laguna Hills Industrial Park Planned Community  
15 Regulations ("Planned Community Regulations) which are incorporated into the CC&Rs. The  
16 Planned Community Regulations were adopted by County of Orange Board of Supervisors on  
17 December 21, 1977 by Ordinance No. 3025 and recorded against the Properties on January 16,  
18 1978 as Instrument number 21687 in Book 12532, pages 755 to 781 inclusive, Official Records of  
19 Orange County. A true and correct copy of said Planned Community Regulations is attached to  
20 the Complaint as Exhibit E. Among other things these Planned Community Regulations prohibit  
21 the use of any Property (including the Laguna Hills Inn Property) by a non-profit organization or  
22 for "eleemosynary" purposes. In addition, these Planned Community Regulations prohibit the  
23 installation of chain link fencing on any Lot, unless the chain link fence includes wood battens as  
24 specified and described in the said regulations. The Planned Community Regulations also  
25 specifically prohibit any fencing to run across driveway access, and utility structures.

26 3. I have been informed by counsel for the City of Laguna Hills and the other plaintiffs  
27 including BFE, that this court's Tentative Ruling was to grant a Temporary Restraining Order  
28 ("TRO") based upon the breach of the CC&Rs. However, I am distressed to learn that the court

1 has invited additional briefing on that issue, and I am also dismayed by the fact that the County of  
2 Orange's attorneys have filed documents that far exceed the narrow scope of the court's inquiry.

3 4. As an attorney who specializes in real estate law in its various forms for decades, when I  
4 made the decision to look for property in which to operate my office I was only interested in a  
5 commercial office building complex, and surrounding properties, whose use would be  
6 restricted as set forth in a set of recorded Covenants, Conditions, Restrictions and Reservation of  
7 Easements ("CC&Rs") and restrictions such as exist for the planned development known as Plaza  
8 Pointe. I did not want to invest money to purchase office buildings that could end up being next to  
9 a church or other building being used for charitable or eleemosynary purposes, an, amusement  
10 park, or some other such use prohibited under the CCRs and the Planned Community Regulations  
11 and that would not be conducive to my conducting my business as an attorney. Likewise, the  
12 group of investors that I assembled are all businessmen who use these buildings for their private  
13 offices.

14 5. In particular, the restrictions in the CC&Rs and Planned Community Regulations were  
15 and are extremely important to me. The Use Restrictions have a number of covenants that protect  
16 my property rights and investment in my buildings. For instance, Section 2.03 prohibits nuisances  
17 which can be carried on upon any lot within Plaza Pointe which could become an annoyance or  
18 nuisance to the owners in Plaza Pointe which would interfere with the quiet enjoyment of each of  
19 the owners of lots in Plaza Pointe. Also, the restrictions contained in said Planned Community  
20 Regulations were and are very important to me, particularly, the restrictions which prohibit the use  
21 of any Properties, including the Lot upon which the Laguna Hills Inn is located, for charitable or  
22 "eleemosynary" purposes. In addition, the restrictions that prohibit installation of chain link  
23 fencing were and are very important to me. These restrictions prevent chain link fences that do  
24 not comply with the specifications of the Planned Community Regulations. Such fencing may not  
25 be installed across driveway access points or utilities. This restriction benefits the Properties by  
26 assuring uniformity in the appearance of the business park. I highly value the uniformity of  
27 appearance that results from the restrictions, and that Lot owners are prohibited from "gating off"  
28 or otherwise blocking their driveway access points.

1 6. I have read the opposition declarations and arguments presented by the County in this  
2 matter. I have also reviewed the website for the Illumination Foundation, and other materials  
3 generated by the Illumination Foundation. The declaration of Jason Austin filed by the County and  
4 the material provided by the County and the Illumination Foundation contain admissions by the  
5 County and the real party in interest, Illumination Foundation, that the Laguna Hills Inn will be  
6 used for charitable, eleemosynary purposes in direct violation of the Planned Community  
7 Regulations and the CC&Rs. On its website, the Illumination Foundation admits that it is a non-  
8 profit 501(c)3 organization that advocates and cares for homeless individuals in Orange County  
9 and other locations throughout Southern California. While I have no argument against the  
10 purposes and mission of the Illumination Foundation generally, I am angry and disappointed that  
11 the Laguna Hills Inn will be used for purposes which are in direct violation of the restrictions and  
12 uses prohibited under the CC&Rs and the Planned Community Regulations. Neither my business  
13 investors nor I have ever approved the use of Laguna Hills Inn by a non-profit eleemosynary  
14 organization such as the Illumination Foundation. Certainly, I never expected before purchase of  
15 our properties or after they were purchased that the hotel known as the Laguna Hills Inn would be  
16 converted to become a long term care facility to house homeless individuals infected and  
17 symptomatic with the Covid 19 virus in direct violation of the CC&Rs and the Planned  
18 Community Regulations. The materials I reviewed include multiple admissions that the Laguna  
19 Hills Inn will have 4 uniformed security guards on the property 24 hours a day, 7 days a week, as  
20 well as Illumination Foundation staff, and nurses to provide for the health care of the residents.  
21 These materials also include multiple admissions that food, biowaste management, and janitorial  
22 service will be provided to the residents, many of whom will be bedridden, and non-ambulatory. I  
23 have personally observed multiple modifications to the exterior of the Laguna Hills Inn, including  
24 tarping over the signage, and a large chain link fence with green fabric encircling the property.  
25 The fencing runs and blocks access into and out of the driveway and parking lot surrounding the  
26 Laguna Hills Inn. The fencing also prevents visibility of the parking lots and first floor of the  
27 hotel. I have also observed marked vehicles with logos and other information describing they are  
28 for security and guard services. Photos that depict the conditions at the time taken are attached to

1 this declaration as Exhibit A. I have observed uniformed guards stationed outside and inside the  
2 fenced and gated areas. The Illumination Foundation has admitted that random searches of the  
3 residents will take place performed by the uniformed guards. The materials from the Illumination  
4 Foundation also admits that the sick individuals who will reside at the Laguna Hills Inn will be  
5 transported to and from the Laguna Hills Inn via multiple vehicles, which I suspect will be  
6 ambulances or similar vehicles with special features to care for the sick residents in transit. The  
7 materials I reviewed which include the admissions of the Illumination Foundation, and the County  
8 of Orange are attached to this declaration as Exhibit B.

9 7. My office is located in a building which is across a parking lot from the Laguna Hills Inn.  
10 Before the County and Elite Hospitality entered into their lease agreement, I observed guests  
11 using the hotel on a daily basis, and am very familiar with how they used the hotel. Before the  
12 hotel was converted to care for sick long term residents, I observed that the hotel was used by  
13 guests who stayed for short duration. These guests were typically truck drivers and travelers using  
14 the 5 freeway for overnight stay before travelling to other parts of Southern California. None of  
15 these short-term guests received food service, and no guests were subjected to being guarded 24/7  
16 by four security guards patrolling the premises. None of these guests were required to access or  
17 leave the hotel through guarded security gates. None of these guests were housed in the building  
18 encircled by security/opaque chain link fencing. None of these guests were confined to their  
19 room. None of these guests resided at the hotel on a long-term basis. None of these short-term  
20 guests were served by nurses, or subjected to administrative supervision. None of these guests  
21 were “quarantined” for long term medical care under “lock down” conditions, and none of these  
22 short-term guests were subject to random searches. None of these short-term guests were  
23 transported to and from the hotel in secure vehicles operated by a non-profit organization such as  
24 the Illumination Foundation. None of these guests were confined to their rooms for long term care  
25 to recover from the Covid 19 virus.

26 8. The use of the Laguna Hills Inn has drastically changed after the County and the owner of  
27 the hotel, Elite Hospitality entered into their “occupancy agreement”. There is now a chain link  
28 fence surrounding the hotel, and which runs across the driveway entrance. The fence has been

1 covered with an opaque green fabric which when I drive by impairs the visibility of the driveway,  
2 parking area and first floor of the hotel. There is a permanent guard presence at the locked gate  
3 that runs across the driveway, and I have observed many security patrol vehicles and uniformed  
4 guards accessing to and exiting from the parking areas behind the locked gate. There are no “short  
5 term” guests using the hotel now, and if the County and the Illumination Foundation are allowed  
6 to use the hotel as they intend, there will be no short-term guests in the future. Instead of a hotel  
7 that caters to short term guests, the hotel will become a “lock-down”, guarded quarantine shelter  
8 for long term sick residents who will receive medical care, food service, and custodial and  
9 janitorial services. These residents will be confined to their rooms under threat of eviction for any  
10 violation of the rules imposed by the Illumination Foundation to be enforced by the security  
11 guards. These residents will also be subjected to random searches by guards. The use of the hotel  
12 building will not be consistent with the prior use of the hotel to accommodate guests on an  
13 overnight basis while travelling in southern California.

14 9. As previously stated in my declaration , there are a number of individuals working in the  
15 offices in the buildings immediately across the parking lot from the hotel that are in at-risk  
16 categories. The materials from the County and the Illumination Foundation describe the many  
17 vendors and staff who will be serving the needs of the intended residents of the hotel. These  
18 include at least 4 security guards who will be stationed at the hotel and the gate across the  
19 driveway 24 hours per day, seven days a week. In addition, there will be nursing and other  
20 medical personnel to perform medical assessments and provide for the health care of the sick  
21 residents who are symptomatic and who have tested positive with Covid 19 virus. There will be  
22 janitors, waste haulers, and custodians coming to and going from the hotel property on a daily  
23 basis. There will be food providers also going to and coming from the hotel multiple times per  
24 day. I do not trust that the County or the Illumination Foundation have the training or skill to  
25 prevent the very sick infectious residents using the hotel from exiting the hotel. As a lawyer, I do  
26 not believe the County or the Illumination Foundation can detain against their will, or forcibly  
27 confine, the residents to their rooms or to the hotel premises. Certainly, the many vendors, guards,  
28 staff and medical care providers who will be serving the needs of the residents are free to come

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1 and go and frequent local fast food, and take out restaurants literally across the street from the  
2 hotel. The County has argued that Illumination Foundation will enter into an agreement with  
3 these vendors and medical providers in which these vendors will promise they won't go to nearby  
4 fast food or take out restaurants. (Declaration of Jason Austin) That agreement has not been  
5 produced, and there is no written evidence that supports the County's argument. As I lawyer I am  
6 very aware that a promise can be broken; an agreement is not a guarantee. And there really is no  
7 remedy available for any breach of the agreement between these vendors and the Illumination  
8 Foundation. ANY BREACH will unnecessarily expose the public of the spread of the virus. Even  
9 if these service providers do not violate the agreement, they will nevertheless be free to come and  
10 go as they want, and return to their own communities and homes. The declarations of Dr. Alsfour  
11 M.D. and Lawrence Mayer, M.D. filed in support of the application for TRO describe how easily  
12 the virus is transmitted, and state that many persons who become infected are asymptomatic.  
13 These declarations reinforce my fear and concern that the dozens of persons servicing and caring  
14 for the residents housed in the hotel will spread the virus throughout Plaza Pointe, the City of  
15 Laguna Hills, and southern California. I am very concerned that the COVID-19 virus is airborne,  
16 and no one knows enough about this virus to determine with any certainty how far it can travel on  
17 the wind. I do not trust the County or the Illumination Foundation to be able to protect against the  
18 infection of staff, janitorial, waste management providers, food service providers, guards, and  
19 medical care providers. I do not trust the County or the Illumination Foundation to be able to  
20 protect against the spread of the virus by any person who becomes infected with the virus from  
21 the residents of the hotel.

22 10. It is my belief that allowing the defendants to operate a long term lockdown shelter for  
23 people who have already been diagnosed with the COVID-19 virus undoubtedly creates a danger  
24 to me, the occupants of my buildings, and the occupants of other buildings within Plaza Pointe,  
25 including the Dialysis Treatment Center. It is my belief that the operation of the hotel as intended  
26 by the County and the Illumination Foundation creates a danger to the public at large.

27 Furthermore, should the County and Illumination Foundation be allowed to use the hotel as  
28 intended, I, and my other co-workers will be at risk of infection of the deadly Covid 19 virus. The

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1 persons serving the needs of the residents of the shelter will be at risk of infection of the deadly  
2 virus as well. The possibility that anyone servicing the residents will become infected and spread  
3 the virus outweighs any benefit Plaza Pointe will receive should the hotel be used as intended by  
4 the County and the Illumination Foundation. The use of the hotel for long term housing of sick  
5 individuals who are symptomatic of and infected with the Covid 19 virus is a change of use that is  
6 not allowed by the CC&Rs and the Planned Community Regulations and I do not believe that the  
7 Defendants have the right to abrogate my real property rights.

8 11. I have read the declarations and arguments of the County in opposition to the application  
9 for a TRO and recall that the County stated that it was not even sure if there would be any  
10 residents housed at the hotel Now less than on day later, the County states in the new declaration  
11 of Frank Kim filed with its supplemental brief that there are at least 3 patients at Mission Hospital  
12 which will be immediately transferred to and housed at the hotel if the TRO is denied. I do not  
13 find the County to be credible or trustworthy in its statements regarding the use of the hotel.

14 12. As an attorney, I practice real estate law and I am an expert in landlord tenant law. I have  
15 reviewed the Occupancy agreement and noted two alarming provisions: First, there is no clear  
16 termination date, the agreement goes on a month to month basis after 90 days. This agreement  
17 will allow the County to continue to occupy the hotel indefinitely. The second provision that I  
18 find disturbing is that the agreement can be freely assigned by the County. I have asked myself  
19 why these two provisions are in the agreement, and it is my fear that the County may continue to  
20 occupy the hotel and use it as a permanent shelter for homeless after the emergency declarations  
21 issued by the Governor have been lifted. Nothing in the agreement would prevent that from  
22 happening. I respectfully request that if the court is inclined to deny the TRO, that the Court order  
23 that the hotel may only operate as a shelter until the state of emergency has been rescinded by the  
24 Governor, and thereafter the hotel must be returned to its former use serving short term guests.

25 Executed this 19th day of April 2020 in Orange County, California.

26  
27   
28 Gregory Beam, Esq.

EXHIBIT A



**EXHIBIT B**

COVID-19 - Illumination Foundation

ifhomeless.org/covid19/

IF's Response to COVID-19: [Click Here for General Hotline #](#) | [Click Here for Children's Resource Hotline #](#) | [Click to Donate to IF's Client and Staff COVID-19 Support Fund](#)

**ILLUMINATION FOUNDATION**  
Changing the Cycle of Homelessness

Contact / Need Help?

About - **Street2Home** - Children & Families - Recuperative Care - Events - OC Chef's Table - Feb 21, 2021 - **Donate** - **Get Involved**

**ILLUMINATION FOUNDATION - COVID-19 UPDATES**

# What We're Doing To Help

Illumination Foundation is "All In," partnering with local Counties (OC, LA, and Inland Empire) and other non-profits, and adapting our model of service for increased demands, while maintaining our guiding principles and mission focus on the most vulnerable. We are supporting the public health of the 'whole community' to lessen the strain on hospitals and emergency rooms. Specifically, we are working with the Healthcare Agency of Orange County to open up new facilities across Orange County to meet the demands of bringing up to 2,300 homeless individuals off of the streets.

We are preparing for what the future might bring and we will be here to serve...

**Providing Beds, Resources and Expertise**

Illumination Foundation was selected by the Healthcare Agency of Orange County to be the service provider to manage increased bed-capacity for homeless individuals currently on the streets across Orange County. We are creating

**OC health CARE AGENCY COVID-19 TEMPORARY Homelessness Response System**



COVID-19 - Illumination Foundation

ifhomeless.org/covid19/

**Providing Beds, Resources and Expertise**

Illumination Foundation was selected by the Healthcare Agency of Orange County to be the service provider to manage increased bed-capacity for homeless individuals currently on the streets across Orange County. We are creating capacity for up to 2,300 additional beds across several facilities. This effort will also allow dense shelters to reduce the chances of a surge in COVID-19 cases among the homeless that could also impact hospitals and emergency rooms.

- Touring, staffing and preparing to operate new facilities selected by the County for additional 2,300 clients.
- Recruitment strategy to meet the staffing demands of serving up to 2,300 new bed/clients.

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**Ongoing Communication and Information**

- Heightened focus on safety for staff and clients.
- Implemented proven methods for facility establishment, management of resources, and the responsible acquisition of supplies includes Personal Protective Equipment (PPE's)
- Regular video messaging from leadership and front line staff to public.
- Designated a County Overflow Program referral line to relieve stress placed on healthcare systems, hospitals and emergency rooms. --- **Referral Line: (714) 643-9400**
- County Overflow Program Referral form and process for flow of clients
- IF Hotline for homeless individuals and families with children
- Sharing information, providing facts and representing the homeless to the media
- Increased social media highlighting facts, education, virtual volunteering, donation opportunities and mental health
- Weekly Volunteer newsletter to keep volunteer base engaged with virtual opportunities
- COVID-19 Donor Relief Fund created by IF

**OC health CARE AGENCY COVID-19 TEMPORARY Homelessness Response System**

The County is building a temporary homelessness response system with the three components outlined below.

**Access Points**  
Referrals may only come from the access points below:

- Shelter system
- Outreach teams
- Law enforcement
- Hospitals

**Health Screening**

- Illumination Foundation
- Health screening
- Arrange transportation
- Determine appropriate temporary destination upon health screening
- Complete referral and intake

**Preliminary Screening**

- Visual Observation
- Access points can conduct preliminary screenings such as temperature checks or visual observations of symptoms
- Contact Illumination Foundation (IF) at **Access Referral Line - 1 (888) 615-8150** for intake and further health screening

**A TEMPORARY ISOLATION SHELTER**  
Sick or symptomatic  
Motel/Hotel  
Temporary quarantine location  
Continuous health assessment to determine recovery  
Discharge upon recovery to origin of referral or an appropriate intake location.

**B VULNERABLE POPULATION TEMPORARY SHELTER**  
Asymptomatic, medically vulnerable populations, and/or 65+  
Joplin Youth Center (ongoing)  
Able to complete activities of daily living  
Continuous assessment for COVID-19  
If the individual becomes symptomatic, IF will immediately intake.

**C TEMPORARY SPRING STRUCTURES**  
Unsheltered population, asymptomatic  
Spring structures will be established in the coming weeks  
Continuous assessment for COVID-19  
If the individual becomes symptomatic, IF will immediately intake.

You can access the Healthcare Agency of Orange County Information Page here: <https://www.ochcahmrta.com/>



COVID19 - Illumination Founder: x +

ifhomeless.org/covid19/

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donation opportunities and mental health

You can access the Healthcare Agency of Orange County Information Page here: <https://www.co.fasb.net/ocahca/>

- Weekly Volunteer newsletter to keep volunteer base engaged with virtual opportunities
- COVID-19 Donor Relief Fund created by IF
- Participation in The Stand Together Foundation's #HelpTheHelpers campaign run through Go Fund Me and offering a match. Campaign runs through April
- Participation with other nonprofits in Orange County in the Orange County Community Foundation's "Collaborative Giving Day," called "Help Them Home," a giving day for OC's homeless. "Campaign runs April 22, 2020

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### Operations and Logistics

- Immediate focus on sourcing Personal Protective Equipment (PPE) for staff and clients
- Video message created for all staff to show the safe way to put on and remove PPE (filmed in-house using clinical staff member)
- Working with local suppliers to source the large volume of protective equipment needed
- Partnering with local chefs and food distribution company to support increased demands at new sites and offset the economic impact to local restaurants/food businesses
- Staging all facilities identified by the Healthcare Agency of Orange County as they come online (mattresses, bedding, towels, food service/menus)
- Continue to provide a high level of care to ongoing client needs with attention to their safety and overall well-being

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### Team, Staff and Partners

- Virtual volunteer opportunities for our corp of volunteers including our Amazon Wish List and other creative ideas suggested in our weekly Volunteer newsletter: [https://www.amazon.com/hz/wishlist/vis/3N4FW20KCHH9H42\\_8\\_62\\_0x70ms\\_0d-0/](https://www.amazon.com/hz/wishlist/vis/3N4FW20KCHH9H42_8_62_0x70ms_0d-0/)
- Dedicated to building staff morale and showing gratitude, which is critical as staff works tirelessly to provide a high level of service to every client that crosses our door.
- Staff and Partners in Action:



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door.

Staff and Partners in Action:



- Ongoing video messaging from leadership, HR and behavioral health to focus on information, facts and wellness.
- "Hero of the Week," program created to acknowledge emerging leaders within IF during this crisis.
- "Pizza Friday" for all staff to show gratitude for the support, dedication and sacrifice of all staff members as they staff up to handle new clients from the streets in addition to current clients currently in our programs.
- Ongoing communication from Human Resources to address anxieties and communicating staff benefits during COVID-19 and referral sources for mental health and well being.
- Creating a fun and healthy "Staff Snack Corner," for every site as these frontline heroes continue "Lighting the Way," in serving the homeless.
- Supporting partner chefs/restaurants via our website with updated listings of: hours of operation, special offerings, holiday meals, pick-up/delivery status.
- Worked with Guaranty Chevrolet to secure two, 15-passenger transportation vans for the price of one. Using social media to show gratitude and support.

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**Preventing the Spread of COVID-19**  
**Project Roomkey: Emergency Housing for Immediate Protection**  
**Fact Sheet**

**Urgent Need for Non-Congregate Sheltering**

The State of California is acting quickly to protect public health and safety as we respond to novel coronavirus (COVID-19) and is mobilizing every level of government to prepare for and respond to spread of the virus.

California has a demonstrated need for hotel and motel rooms around the State to immediately provide non-congregate shelter options for the sick and medically vulnerable. Individuals lacking stable housing are more likely to use hospital emergency rooms. In some places, individuals experiencing homelessness made up 20% to 30% of all adult hospital emergency room visits. Patients experiencing homelessness are admitted to inpatient units 5 times more often, and have average lengths of stay that are longer than people who have stable housing. Protecting individuals experiencing homelessness will relieve pressure on the hospital system by separating high-risk individuals who are homeless from COVID-positive or persons under investigation (PUI), in order to protect public health and safety for the duration of this Public Health Emergency.

On March 18, 2020 the Governor announced a [significant investment](#) to support this urgent need. This includes:

- [\\$100 million](#) directly to local governments and Continuums of Care for shelter support and emergency housing to address COVID-19 among the homeless population, administered by the Business, Consumer Services and Housing Agency, and
- \$50 million available to establish occupancy agreements to secure rooms in hotels, motels, and other facilities including trailers, administered by the California Department of Social Services (CDSS).

The goal of this effort is to provide non-congregate shelter options for people experiencing homelessness, to protect human life, and minimize strain on health care system capacity. The majority of [Project Roomkey expenditures are federally reimbursable under FEMA](#), for both hotel/motel room occupancy agreements and operating services, at 75 percent federal share of cost. *[Care should be taken to ensure that adequate information is collected, and processes followed, to ensure such reimbursement is possible. See [FEMA's procurement guidance](#) for more information.]* **Therefore, the \$150 million investment above leverages significantly more federal funding.**

## How Should Populations Be Protected?

Based upon the latest public health guidance, it is recommended that persons known to be COVID-positive or known to have been exposed to COVID but not requiring hospitalization, and those with high-risk factors such as age over 65, chronic health conditions, and respiratory issues, be separated from other people. Individual living arrangements, such as private rooms at hotels and motels, are recommended for these populations. Congregate care is not recommended at this time, although it may be an option for low-risk and otherwise-healthy persons experiencing homelessness.

**Counties and tribes are strongly encouraged to use all available local, state, and federal funding to secure hotel/motel rooms, and to provide the onsite supportive services needed to support these properties as emergency housing for immediate protection.** In many cases, occupancy agreements with property owners allow the owners to continue to operate the property, while allowing the county or tribe to focus its resources on the provision of site supervision, security, laundry, sanitation, and other services, as applicable and necessary to successfully achieve the goals of these efforts. In addition, counties and tribes should consider utilizing economically displaced workers to provide onsite resources.

Counties and tribes are most familiar with their community needs and resources, and therefore are best suited to use their local and state resources to meet identified needs. Counties and tribes are encouraged to anticipate the number of individuals in need of emergency housing for protection, identify appropriate geographical locations, and the core operating services and supports necessary to keep vulnerable individuals safe.

All of these local efforts should be closely coordinated with applicable local partners, including cities, housing and public health agencies, homeless Continuums of Care, behavioral health, labor, nonprofit organizations and others with experience servicing this population, other county and tribal departments, and health care departments and providers, inclusive of telehealth options. It is important that the service and any applicable accessibility accommodations are taken into consideration as individuals are moved into emergency housing. These include providing accessible rooms for individuals with access or functional needs and supporting individuals with other needs that can be provided onsite.

Operationally, local and tribal governments are responsible for identifying which clients are to be prioritized for emergency housing options. A [FEMA approval letter](#) describes the populations that are eligible for FEMA reimbursement, and the information that must be collected for each individual participating in Project Roomkey. Counties and tribes also are responsible for providing transportation to the emergency housing sites, site management, and essential wraparound health services including behavioral health services. Local law enforcement or contracted security services may support the operation as needed.

## What Guidance is Available?

- [State guidance for homeless assistance](#) providers was published on March 18, 2020 by the Business and Consumer Services and Housing (BCSH) Agency. The guidance identifies how to prevent disease spread among clients and staff in shelters, provides considerations for sheltering individuals who are at risk of infection, including in hotel/motels, and outlines available funding resources.
- In partnership with Margot Kushel, MD and the UCSF Benioff Homelessness and Housing Initiative, [Recommended Strategic Approaches for COVID-19 Response for Individuals Experiencing Homelessness](#) and a [Flow Chart: COVID-19 Recommended Protocol for People Experiencing Homelessness](#) are available for local use to support local communities in prioritizing the isolation of individuals experiencing homelessness
- [Resources for people experiencing homelessness](#) published by the Centers for Disease Control and Prevention (CDC)
- General information for Coronavirus (COVID-19) in California <https://covid19.ca.gov/>
- Pertinent [FEMA guidance related to Project Roomkey](#).

## What Can the State Do to Help?

The State is providing technical assistance to local communities, in coordination with local emergency operations centers, tribes, county social services agencies, cities and homeless Continuums of Care, to help communities establish occupancy agreements with local property owners to secure emergency housing to keep people experiencing homelessness safe from COVID-19. This includes offering template legal agreements which reflect FEMA requirements, examples and resource documents related to services necessary for immediate onsite operation, and consulting regarding questions about onsite operations, potential resources, and fiscal matters.

### Mission Requests

Pursuant to the State's emergency response system, local Emergency Management Agencies can assist communities with coordinating emergency response efforts. When communities determine that local resources have been fully committed, they may request assistance from the State. **Requests to the State for supplies to respond to an emergency should be mission-tasked** through the existing emergency management resource request process. This process is important to ensure coordination at the local level and alignment of resources with need. **Also pursuant to a mission-task request**, the State can negotiate occupancy agreements with property owners, and/or help connect or negotiate with providers of essential operation services such as feeding, janitorial, security, and transportation, as applicable and necessary, which county and tribal governments then can execute.

## **Fiscal Matters**

Protecting people experiencing homelessness from COVID-19 is an allowable and priority use of the \$100 million investment mentioned above, and also of the Homeless Emergency Assistance Program (HEAP) and Homeless Housing and Assistance and Prevention Program (HHAP) and other sources of funding, including anticipated FEMA reimbursements. Local and tribal governments should follow FEMA guidance for procurement, documentation, expenditures, and claiming related to this effort. **It is important to note that if a county or tribe is using local fund sources for the purposes of Project Roomkey it is NOT necessary to submit a mission task request through the existing emergency management resource request system.**

**Once a community determines local resources and funding to support emergency housing for immediate protection efforts for people experiencing homelessness, including the \$100 million administered by the BCSH Agency identified above, have been fully obligated,** the California Department of Social Services (CDSS) can utilize the \$50 million investment to further support counties and tribes. Requests of CDSS for this funding assistance will be coordinated through the CDSS Housing and Homelessness Branch, through requests submitted to [housing@dss.ca.gov](mailto:housing@dss.ca.gov). Questions related to the use of CDSS funding also should be addressed to CDSS at [housing@dss.ca.gov](mailto:housing@dss.ca.gov). Questions about the emergency management request process should be addressed to your local emergency manager. Questions related to the use of HEAP, HHAP and emergency funds awarded by the Business Consumer Services and Housing Agency outlined above should be directed to [HCFC@bcsh.ca.gov](mailto:HCFC@bcsh.ca.gov).

## **Temporary Isolation Shelter Laguna Woods**

### **Orange County Homeless Strategy**

In response to the COVID-19 crisis and the Governor's Shelter-in-Place Executive Order, the County of Orange (County) is identifying motels countywide. This program is for individuals experiencing homelessness who are COVID-19 positive or symptomatic. The program will allow individuals to recover in an isolated setting while preventing community transmission.

### **Overview**

The County leased the Ayres Laguna Woods, which is strategically positioned near a hospitals and/or medical facilities to house medically-stable confirmed COVID-19 positive or symptomatic individuals as a temporary isolation shelter for recovery. Capacity at this site is 138 beds. The motel was secured for approximately three months with a target start date of receiving clients between April 9 and April 12 for intake depending on lease execution.

A contract provider, Illumination Foundation (IF), will manage the motel facilities and provide the following at each site:

- Initial medical assessment and ongoing medical case management
- Transportation
- Support services (including on-site meals)
- 24/7 on-site staffing includes security guards, nursing staff, line staff and site supervisor
- PPE for staff and client distribution
- Coordination of discharge transitions

Clients will only be permitted to leave the premises via IF van transport for re-location to an alternative shelter site or if hospitalization occurs. There will be no visitors allowed on-site to ensure clients are following self-quarantine/isolation protocols. Those who don't follow isolation protocols will be exited and provided an alternative placement option. IF has protocols to ensure impacts from this temporary program are minimized to surrounding communities.

### **Referral Process**

Shelters providers, County outreach staff and contractors, hospitals and law enforcement will be able to refer eligible persons to IF for a medical screening and intake through a single phone number. Walk-ups are not permitted.

### **Ongoing Public Health Training(s)**

County and non-County homeless providers, including IF, are being trained by Public Health staff on:

- A. Sanitation of facilities,
- B. Ongoing screening of all residents and staff,
- C. Enhancing social distancing; and
- D. Isolation of probable virus-positive persons.

County staff continue to work closely with IF and other homeless providers to ensure necessary processes are in place to prevent the spread of COVID-19 in the community. For the latest on the County's COVID-19 response, visit [ohealthinfo.com/novelcoronavirus](http://ohealthinfo.com/novelcoronavirus).



## PARTICIPANT RESPONSIBILITIES AND SAFETY MANDATES

### User Agreement

#### Temporary Isolation Shelter Program

The Temporary Isolation Shelter program is a voluntary program administered by the Illumination Foundation (IF), a contractor with the Orange County Health Care Agency.

The goal is to provide isolated space along with medical oversight and services to assist those most vulnerable in Orange County. Agreeing to participate in this project will be at no charge, however, will require agreement to adhere to the rules and guidelines. Lack of compliance with the rules and guidelines will result in immediate exit from the program and transportation back to the referring community.

Please review and initial each expectation listed below indicating your commitment and agreement.

#### Expectations

1. \_\_\_\_\_ I understand that IF staff will be in contact with me daily to review service coordination and medical coordination. I agree to be available in my room for ongoing communications regarding my stay in the room and medical oversight.
2. \_\_\_\_\_ I understand it is my responsibility to practice “**Safer at Home Isolation**” while enrolled in this program. This includes remaining in my room during my entire stay with the program. Lack of compliance with “Safer at Home Isolation” will result in immediate exit from the program and I will be transported back to the referring community.
3. \_\_\_\_\_ I agree to abide by all motel rules & regulations. I will not smoke in my room, within the building or in any posted "No Smoking" areas. Failure to comply will result in program exit.
4. \_\_\_\_\_ I agree that the room provided to me is for myself only. I will not allow others, (program participants or outsiders) to enter (IF staff and contracted vendors excluded).
5. \_\_\_\_\_ I understand this is a temporary placement to allow isolation. Upon recovery, I will work with IF to transition to another shelter or placement option. If I refuse that option I will be transported to the referring community.
6. \_\_\_\_\_ I understand that I am required to take all of my medications as prescribed. Staff can provide me reminders if needed. All medications will be kept in the Medication Room for everyone’s safety. It is my responsibility to take my meds as prescribed. I agree to NEVER flush, throw away, sell, trade, or give away any of my medications. If there are any meds that I refuse to take or wish to be disposed of, I will inform IF Medical staff and they will proceed accordingly. It is my responsibility to notify IF medical staff of all new prescriptions (paper & pills) directly to the Medical Staff for filling and documenting. If I have any questions about any of my medications, I am responsible for speaking with the medical coordinator (nurse). I understand that trading, selling or sharing my prescribed medications may result in my exit from the program.

#### Safety Procedures

1. \_\_\_\_\_ I understand staff will perform a detailed search of all belongings upon entrance of program and every time I enter the building after being off-site. I understand there will also be ongoing and random searches of client belongings in the rooms. I understand a metal detector may be used for these searches as well. I understand that I may be searched at any time during my stay in the program.

2. \_\_\_\_\_ I understand that staff may conduct routine room inspections throughout the day to ensure my safety and the status of my living quarters. I agree to not place additional barriers inside the room for those needing access to provide services and medical oversight.
3. \_\_\_\_\_ I understand that I will be limited to store any/all personal items neatly in the provided bedside furniture. All items are subject to be inspected, laundered and treated throughout my stay in the program. Any items that I leave behind upon program departure will be stored for (7) days and donated/recycled/discarded if not retrieved. I will obtain off-site storage during my stay for excess belongings at my own expense. All clients may possess 1 bag of personal property while participating in the program. Each client will be provided a clean change of clothes upon entry of the program.
4. \_\_\_\_\_ I understand that all personal belongings that I bring into the facility during my stay will be inspected and laundered immediately by Staff before being brought into the room or placed in storage.
5. \_\_\_\_\_ Handwashing is recommended as part of the Covid-19 guidelines. Showers and bathrooms are provided with each room and hygiene products will be distributed upon arrival and as needed thereafter.
6. \_\_\_\_\_ Please treat the room with respect and any damages will be assessed at the end of the stay.
7. \_\_\_\_\_ I agree to NOT participate in or promote any unlawful activities including violence and drug related activities such as: drug use, possession, transport, purchase or sale of any controlled substance in or near my room or site itself.
8. \_\_\_\_\_ I understand that loitering in the outside parking lot, neighborhood or community of any kind will be grounds for immediate exit from the program. If I leave my room without ILLUMINATION FOUNDATION approval, I will be transported to the referring community.
9. \_\_\_\_\_ I understand that during this stay I will interact with a Medical Coordinator daily. I agree to utilize on site medical staff for all of my non-emergent medical needs. If we agree that there is not an urgent need for 911, I will agree to follow a reasonable treatment plan.
10. \_\_\_\_\_ I agree to use safe and respectful communication towards others. I will refrain from using derogatory, vulgar or profane language.
11. \_\_\_\_\_ I understand that no weapons of any kind are permitted on the property or on my person. Any item that is identified as a weapon will be confiscated and will not be returned upon exiting the program.
12. \_\_\_\_\_ I agree to keep my noise level down and not disturb other residents.
13. \_\_\_\_\_ I agree to keep my room safe and clean, disposing of garbage and waste properly. I will allow access to IF staff and contracted vendors, as needed.
14. \_\_\_\_\_ I understand that working video cameras are installed throughout the premises and are recording activity in all common areas, and other areas including but not limited to the Community (dining) room, hallways, staff offices, medication room, clinic, and facility perimeter. I understand that Staff will monitor the cameras 24/7.
15. \_\_\_\_\_ I understand that I may not enter any unauthorized spaces or locked doors, including staff offices, storage areas and sleeping areas that I have not been assigned to.
16. \_\_\_\_\_ I understand there are absolutely NO visitors allowed at any time.

17. \_\_\_\_\_ I understand that it is my responsibility to find suitable arrangements for my vehicle prior to enrolling in the program. If I must bring my car on site I will surrender my keys to IF staff while I am enrolled in the program. Refusal to do so will result in exit from the program.
18. \_\_\_\_\_ I understand that I am allowed (1) small support animal to be no larger than 35 pounds. I understand that I am responsible for the care and feeding of my support animal at all times. I understand that if I am witnessed engaging in abusive or neglectful behavior against my support animal, IF staff will intervene and potentially find alternative placement for the support animal. IF reserves the right to refuse any support animal based on animal's demeanor and level of compatibility with other participants support animals, staff, or peers. Please note that IF will provide food for animals on a weekly basis, no special concessions will be made.
19. \_\_\_\_\_ I agree to immediately notify the IF staff of any plumbing or pest issues to ensure the matters are attended to.

By signing below, I have reviewed and agreed to each of the specified guidelines. I understand I may request a copy of this agreement and if so, will have one within 24 business hours of my request. I agree that I have been informed of the rules and guidelines stated here and understand that they will be strictly enforced. My failure to adhere will lead to my termination as a participant of the Temporary Isolation Shelter Project.

\_\_\_\_\_  
Client Signature                      Date

\_\_\_\_\_  
Illumination Foundation Staff Member      Date

## **POST ORDERS**

At any given time, 4 security guards will be on post 24/7. Illumination Foundation strives to provide quality services to our target population. To that end we are implementing the following Post Orders and Standard Operating Procedures for security personnel.

### **ENTRY SEARCHES:**

All adult program participants will have belongings searched upon entry (18 and over). Client belongings searches will be performed in the following manner:

- Male security staff will at NO TIME search female clients, and vice versa.
- Respectfully ask client to face away from you for search.
- Have client empty pockets and place lighters in the basket.
- With gloved hands, pat down the legs and arms of the client. Never place hands on a client's private areas. All searches are to be done in the security check point area, in full view of the security cameras.
- Any bags, including duffle bags and backpacks must be searched thoroughly before being allowed into the facility. Always use gloves. Puncture resistant gloves are available upon request from facility manager.
- Any client refusing to submit to security protocol will not be allowed to enter the facility. Notify facility manager or site lead immediately. NO SEARCH NO ENTRY.

### **PATROL:**

1) During each shift, there will be 4 security guards onsite. Security will be required to perform Q30 minute rounds throughout the facility including the grounds and parking. Each guard assigned to this task will fill out the rounds log supplied by IF facility manager. Upon the completion of the shift, security will place completed rounds log in the binder supplied in chronological order. Rounds will be performed throughout the living quarters by gender appropriate security staff. Males in male rooms, female in female rooms and couples rooms.  
2) At dusk, security will perform an extended perimeter search that will include the entire perimeter and parking lot. Security staff will document all findings on provided rounds log and notify facility manager or site lead if any abnormalities are noticed. Guard must notify onsite staff when they are conducting this perimeter search, so they can assure the main post is covered.

### **BOUNDARIES:**

All Guards are expected to set professional boundaries with clients. No excessive talking or exchanges of personal information with clients, especially phone numbers.

### **EQUIPMENT:**

All security staff will be supplied with:





- Two-way radio
- Ear Piece for Two Way Radio
- Latex examination gloves
- Puncture resistant gloves
- Appropriate PPE (Gown, Mask, Eye Protection, Ear Plugs, Sanitizer, etc.)

#### **RANDOM ROOM SEARCHES:**

Although it is imperative to perform random and targeted room searches when necessary, IF and all contracted agencies WILL NOT perform these searches during lights out (quiet time after 10 P.M.). All searches of rooms and clients bed areas will be performed during normal operations times. This guideline will be superseded in the event of an emergency as directed by facility manager or site lead.

- Although a client need not be present in order for a staff to perform a search of their bed area, it is also not prohibited for them to be present if they choose.
- ALWAYS perform searches with a coworker present. Never perform solo searches.

#### **CONTRABAND:**

Contraband must be separated in to two different bags:

- Tools and other misc. items in another Ziploc bag.
- Narcotics and drug paraphernalia in one Ziploc bag. Syringes should be disposed of in the red sharps container and reported to staff.

