STAFF REPORT

DATE: September 1, 2026

TO: City Council

FROM: Daryel Dunston, City Manager

SUBJECT: Letter Agreement for Reserved Emergency Shelter Beds and Supportive Services

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Recommendation

Staff recommends that the City Council adopt a resolution approving the Letter Agreement with Yolo Wayfarer Center Christian Mission, doing business as Fourth & Hope, for reserved emergency shelter beds and supportive services for individuals experiencing homelessness referred by the City of Davis, and authorizing the City Manager to execute the agreement.

Fiscal Impact

The agreement provides for an annual Reserved Capacity Fee of $109,500 to secure five emergency full-service shelter beds exclusively for City referrals. The fee is payable in four equal quarterly installments of $27,375. If City-referred utilization exceeds the five reserved beds, Fourth & Hope may provide additional services when operationally feasible at $25 per person per day for day services, $35 per person per night for overnight shelter only, and $60 per person per day for full-service shelter.

Reimbursement for utilization above the five-bed allocation is capped at $20,000 during the agreement term unless both parties approve a higher amount in writing. Accordingly, the maximum stated contract exposure under the agreement without a subsequent written increase is $129,500.

The agreement states that the Reserved Capacity Fee secures dedicated capacity regardless of occupancy. If Fourth & Hope is unable to provide the reserved capacity for more than five consecutive days or ten cumulative days during a calendar year, the City is entitled to a prorated credit or refund. Program funding will be allocated from the general fund.

Council Goal(s)

While this item is not tied to a specific task, it is consistent with City Council goal 6, Social Services for the Vulnerable.

Background and Analysis

The proposed agreement is between the City of Davis and Fourth & Hope for emergency shelter and supportive services for people experiencing homelessness who

are referred by the City. Fourth & Hope operates a low-barrier emergency shelter program at 1901 East Beamer Street in Woodland. The proposed term is October 1, 2026 through September 30, 2027, unless terminated earlier in accordance with the agreement.

Under the agreement, Fourth & Hope will reserve five emergency full-service shelter beds exclusively for City referrals and maintain those beds as available reserved capacity throughout the term. The agreement also establishes procedures for referrals, intake, service delivery, reporting, monitoring, and additional services if City demand exceeds the five-bed allocation.

This agreement would provide the City with a defined, year-long source of emergency shelter capacity coupled with supportive services. Rather than relying solely on beds that may or may not be available when a referral is needed, the agreement purchases five dedicated beds for City referrals. This creates a predictable shelter resource for outreach and other City staff working with unsheltered residents.

The full-service shelter model includes:

- Emergency shelter accommodations and meals;
- Hygiene services, showers, laundry facilities, and mail services;
- Assessment and referrals to community resources; and
- Case management and housing navigation intended to help participants move from emergency shelter toward housing stability and greater self-sufficiency;
- Connections to healthcare, behavioral health, public benefits, employment services, Coordinated Entry, and other community resources based on individual needs.

If utilization exceeds the five reserved full-service beds, Fourth & Hope may, at the City's request and when operationally feasible, provide additional day shelter, overnight-only shelter, or full-service shelter. This provides a limited mechanism to address demand above the reserved capacity.

Collectively, these services can bridge unsheltered homelessness to a safer setting where participants can engage with housing and service systems. The agreement's performance measures will allow the City to track referrals served, bed nights, day-service encounters, occupancy, case-management engagement, connections to housing resources, exits to permanent housing, and connections to healthcare, behavioral health, Enhanced Care Management (ECM), or Community Supports.

Attachment

1. Resolution Approving Agreement with Fourth and Hope
2. Letter Agreement for Reserved Emergency Shelter Beds and Supportive Services

RESOLUTION NO. 26-XXX, SERIES 2026

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAVIS APPROVING AN AGREEMENT WITH YOLO WAYFARER CENTER CHRISTIAN MISSION, DOING BUSINESS AS FOURTH & HOPE, FOR RESERVED EMERGENCY SHELTER BEDS AND SUPPORTIVE SERVICES

WHEREAS, the City of Davis ("City") seeks to provide effective emergency shelter and supportive service options for individuals experiencing unsheltered homelessness in the Davis community; and

WHEREAS, Yolo Wayfarer Center Christian Mission, a California nonprofit corporation doing business as Fourth & Hope ("Fourth & Hope"), operates a low-barrier emergency shelter program located at 1901 East Beamer Street in Woodland, California; and

WHEREAS, Fourth & Hope provides emergency shelter accommodations and supportive services, including meals, hygiene services, showers, laundry facilities, mail services, resource navigation, housing navigation, case management, referrals to community resources, and connections to healthcare, behavioral health, public benefits, employment services, and other appropriate resources; and

WHEREAS, the City and Fourth & Hope have negotiated a Letter Agreement for Reserved Emergency Shelter Beds and Supportive Services ("Agreement") for individuals experiencing homelessness who are referred by the City; and

WHEREAS, under the Agreement, Fourth & Hope will reserve five (5) emergency full-service shelter beds exclusively for individuals referred by the City and maintain such reserved capacity throughout the term of the Agreement; and

WHEREAS, the Agreement provides for a term beginning October 1, 2026, and ending September 30, 2027, unless terminated earlier in accordance with its terms; and

WHEREAS, the City will pay Fourth & Hope an annual Reserved Capacity Fee of One Hundred Nine Thousand Five Hundred Dollars ($109,500) to secure the five (5) reserved emergency shelter beds and associated services; and

WHEREAS, the Agreement permits Fourth & Hope, when operationally feasible and appropriate, to provide additional day shelter, overnight shelter, or full-service shelter services for City-referred individuals when utilization exceeds the five (5) reserved beds; and

WHEREAS, reimbursement for services provided beyond the five (5) reserved-bed allocation shall not exceed Twenty Thousand Dollars ($20,000) during the term of the Agreement unless an additional amount is approved in writing by both parties; and

WHEREAS, the Agreement requires Fourth & Hope to document utilization and program outcomes through the Homeless Management Information System (HMIS) and internal

tracking systems, including measures related to referrals served, bed nights, case-management participation, housing-resource connections, exits to permanent housing, and connections to healthcare and behavioral health services;

WHEREAS, requiring Fourth & Hope to comply with the City's Living Wage Ordinance will result in an economic hardship to the organization, whereby the organization would be unable to provide the services described herein to the City;

WHEREAS, securing dedicated shelter capacity will provide the City with a more predictable emergency shelter resource for individuals experiencing unsheltered homelessness while connecting participants with services intended to promote housing stability and greater self-sufficiency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davis does hereby resolve as follows:

1. Finds that the foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

2. Approves the Agreement for Reserved Emergency Shelter Beds and Supportive Services between the City and Fourth & Hope, substantially in the form presented to the City Council.

3. Approves an annual Reserved Capacity Fee of One Hundred Nine Thousand Five Hundred Dollars ($109,500) for five (5) emergency full-service shelter beds reserved exclusively for City referrals.

4. Authorizes expenditures of up to Twenty Thousand Dollars ($20,000) for additional services beyond the five (5) reserved-bed allocation, as provided for in the Agreement, for a total authorized amount not to exceed One Hundred Twenty-Nine Thousand Five Hundred Dollars ($129,500) during the Agreement term without further written authorization as required by the Agreement.

5. Finds and determines that a waiver from the requirements of the City's Living Wage Ordinance for Fourth & Hope to perform the services set forth in the Agreement is in the best interests of the City, and thereby waives the requirements of the Ordinance for those purposes.

6. Authorizes the City Manager, or designee, to execute the Agreement and any documents necessary to implement the Agreement, and to approve non-substantive or administrative amendments consistent with this Resolution and subject to approval as to form by the City Attorney.

7. Directs City staff to administer and monitor the Agreement, including utilization of the reserved beds, delivery of supportive services, expenditures, and the performance measures established in Exhibit A to the Agreement.

8. Authorizes the City Manager to execute all necessary budget adjustments or amendments to implement this Agreement.

PASSED AND ADOPTED by the City Council of the City of Davis on this 1st day of September, 2026, by the following vote:

AYES:

NOES:

Donna Neville
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk

LETTER AGREEMENT FOR RESERVED EMERGENCY SHELTER BEDS
AND SUPPORTIVE SERVICES

PARTIES: This Letter Agreement ("Agreement") shall constitute the agreement between the City of Davis, a municipal corporation ("City"), and Yolo Wayfarer Center Christian Mission, a California nonprofit corporation doing business as Fourth & Hope ("Contractor"), regarding the provision of reserved emergency shelter beds and supportive services ("Services") for individuals experiencing homelessness who are referred by the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

EFFECTIVE DATE: This Agreement shall become effective on the date it has been fully executed by both Parties ("Effective Date") and shall remain in effect until terminated in accordance with the provisions of this Agreement.

TERM: The term of this Agreement shall begin on **October 1, 2026,** and shall remain in effect until **September 30, 2027** ("Term"), unless earlier terminated as provided for under this Agreement.

INDEPENDENT CONTRACTOR: Contractor shall perform the Services as an independent contractor and not as an employee, agent, partner, or joint venture of the City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Contractor will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

DRAFT

SERVICES; SCHEDULE OF PERFORMANCE:

Full Shelter Services. Contractor operates a low-barrier emergency shelter program located at 1901 East Beamer Street, Woodland, California ("Emergency Shelter Program"). Through this Agreement, Contractor shall provide emergency shelter accommodations, meals, hygiene services, showers, laundry facilities, mail services, resource navigation, housing navigation, case management, referrals to community resources, and access to supportive services intended to assist participants in achieving housing stability and improved self-sufficiency. Contractor shall be responsible for intake, assessment, and enrollment procedures for all individuals referred under this Agreement and shall evaluate each participant's service needs to facilitate connections to housing, healthcare, behavioral health, public benefits, employment services, and other appropriate community resources. Contractor shall reserve five (5) emergency full shelter service beds exclusively for referrals made by the City. Such reserved beds shall be maintained and available at all times throughout the Term of this Agreement.

Day Shelter Services Only. Contractor provides day services that are provided from 8:00 a.m. to 5:30 p.m. in a gated courtyard area that is set up for protection from extreme weather. The day services program utilizes a case management model of service delivery with client care coordinators who provide engagement, assessment, and resource/referral services, including linkages to the Continuum of Care – Coordinated Entry system, health care services, and housing. Should utilization by City-referred individuals exceed the five (5) reserved full shelter service beds under this Agreement, Contractor may provide day shelter services at the request of City when operationally feasible and appropriate.

Overnight Shelter Services Only. Contractor provides overnight shelter services from 6:00 p.m. to 8:00 a.m. Overnight Shelter Services Only include overnight sleeping accommodations, access to restroom facilities, an evening snack provided at approximately 8:00 p.m.**,** medication administration or medication-related assistance when needed and consistent with Contractor's established policies and procedures, and access to breakfast in the morning. Should utilization by City-referred individuals exceed the five (5) reserved full shelter service beds under this Agreement, Contractor may provide overnight shelter services at the request of City when operationally feasible and appropriate.

Standard Intake Hours; After-Hours Procedure. Contractor's intake and admission activities for individuals referred under this Agreement shall generally be conducted Monday through Friday between the hours of 7:45 a.m. and 6:00 p.m., excluding recognized holidays and periods of emergency operational interruption. The Parties acknowledge that these intake hours are intended to allow sufficient time for screening, assessment, enrollment, service planning, and coordination of shelter placement and supportive services.

In order to ensure the orderly operation of the Emergency Shelter Program and maintain the health and safety of shelter participants and staff, individuals seeking admission to a reserved shelter bed must arrive at the shelter facility no later than 6:00 p.m. on the date of admission. The Emergency Shelter Program maintains a 6:00 p.m. Curfew. Reasonable exceptions to the curfew may be approved by Contractor on an individualized basis when supported by a legitimate and verifiable circumstance, including employment obligations, attendance at religious services or

activities, participation in Alcoholics Anonymous or other recovery-support meetings, or other circumstances approved by Contractor in accordance with its established shelter policies and procedures. Contractor shall accept City referrals during Contractor's established intake and admission hours of 7:45 a.m. to 6:00 p.m. Contractor does not maintain a twenty-four (24) hour intake or admission process. Referrals received outside established intake hours shall be processed during the next available intake period, unless Contractor expressly agrees to an alternative arrangement based upon staffing availability, operational capacity, and the circumstances of the referral.

Referral Denial. Contractor may decline a referral only for documented health or safety reasons, lack of reserved capacity due to circumstances beyond Contractor's reasonable control, or an individual's failure to meet established eligibility requirements. Contractor shall notify the City within one (1) business day of any denied referral and document the reason for denial.

Emergency Exceptions. Nothing in this Agreement shall prohibit Contractor from adjusting intake or admission hours in circumstances involving emergency situations, extreme weather events, public safety concerns, or other conditions that warrant immediate shelter intervention. Any such changes to the intake or hours set forth in this Agreement shall be made in accordance with Contractor policies and procedures and subject to available shelter capacity, and Contractor shall communicate such changes to City as soon as possible under the circumstances.

Transportation. The City shall be responsible for the transportation of referred individuals to the Contractor's shelter facility, unless otherwise agreed upon in writing by the Parties.

STANDARD OF CARE: Contractor shall perform all Services under this Agreement in a skillful and competent manner consistent with standards generally recognized and employed by emergency shelter providers and homeless service organizations within the State of California. Contractor represents that it, its employees, agents, and subcontractors possess all licenses, permits, qualifications, certifications, and approvals necessary to lawfully perform the Services contemplated herein and shall maintain such qualifications throughout the Term of this Agreement.

SERVICE DELIVERY MONITORING: The City Manager or his or her designee shall have the right to access and observe all facilities, activities, and records operated and maintained by Contractor related to the performance of this Agreement including staff, board of directors, advisory committee, and advisory board meetings. Contractor shall permit on-site inspection of the shelter by City upon request of City. Upon request of City, Contractor, its employees, and/or its board members shall furnish all information that, in the judgment of City, may be relevant to the question of compliance with contractual conditions or the effectiveness, legality, and/or success of Contractor's services.

SUBSTITUTION OF KEY PERSONNEL: Contractor has represented that key management personnel shall oversee performance under this Agreement. Should such personnel become unavailable, Contractor may substitute personnel possessing substantially equivalent qualifications and experience. The Executive Director, Shelter Director, Program Managers, or their designated successors shall be considered key personnel for purposes of this Agreement.

COMPENSATION:

Reserved Capacity Fee. City shall pay Contractor an annual Reserved Capacity Fee of One Hundred Nine Thousand Five Hundred Dollars ($109,500) in consideration for reserving five (5) emergency shelter beds for City referrals, pursuant to the terms of this Agreement.

The Parties acknowledge and agree that the Reserved Capacity Fee is intended to secure dedicated shelter capacity and access to shelter Services regardless of occupancy levels. Accordingly, the Reserved Capacity Fee shall remain payable regardless of whether the reserved beds are occupied at all times during the Term of this Agreement.

If Contractor is unable to provide the reserved capacity for more than five (5) consecutive days or ten (10) cumulative days during one calendar year, the City shall receive a prorated credit or refund for the unavailable reserved capacity.

Services provided within the five (5) reserved-bed allocation shall be deemed fully compensated through the Reserved Capacity Fee.

The annual Reserved Capacity Fee shall be invoiced and paid in four (4) equal quarterly installments of Twenty-Seven Thousand Three Hundred Seventy-Five Dollars ($27,375) each. Contractor shall submit an invoice to City at the beginning of each quarter, accompanied by a summary of reserved-bed availability and utilization for the preceding quarter; provided, however, that the first invoice may be submitted upon the Effective Date.

Additional Services Beyond Reserved-Bed Allocation. Should utilization by City-referred individuals exceed the five (5) reserved beds under this Agreement, Contractor may provide additional services when operationally feasible and appropriate. Such additional utilization shall be reimbursed according to the following schedule:

a. Day Services: Twenty-Five Dollars ($25.00) per person per day.

b. Overnight Shelter Only: Thirty-Five Dollars ($35.00) per person per night.

c. Full-Service Shelter: Sixty Dollars ($60.00) per person per day.

Contractor shall submit an invoice to City each month for such additional services utilized during the preceding month beyond the five (5) reserved-bed allocation together with supporting utilization reports generated through Homeless Management Information System (HMIS) and internal program tracking systems.

Total reimbursement for utilization exceeding the reserved five (5) beds shall not exceed $20,000 during the Term unless approved in writing by both Parties. Contractor is not entitled to payment for additional utilization in excess of the $20,000 absent such written approval. Additional utilization provided in excess of the $20,000 without prior written approval shall be at the Contractor’s sole cost and expense.

No Waiver. Payment to Contractor for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Contractor.

REPORTING REQUIREMENTS: Contractor shall utilize the HMIS and internal tracking systems to document services provided and program outcomes. Upon request, Contractor shall provide monthly summary reports regarding utilization and performance outcomes as listed in Exhibit A "Performance Measures", attached hereto and incorporated herein by this reference.

SERVICE STANDARDS: Contractor agrees to meet the following minimum service standards during the Term of this Agreement:

a. Maintain the availability of five (5) reserved emergency full shelter service beds for City referrals, except as otherwise permitted under this Agreement.

b. Respond to City referrals within two (2) business hours of receipt during normal business hours, as practicable, and as soon as possible after hours.

c. Admit eligible referrals as promptly as practicable and document any denial of admission, including the specific reason for denial, within one (1) business day.

RECORDKEEPING: Contractor shall maintain, and require sub-contractors to maintain, all financial and program records related to the City's utilization of the five (5) reserved full shelter service beds and additional day or overnight only services pursuant to this Agreement. Contractor agrees to preserve and maintain such records for a minimum of five (5) years following competition of the Services hereunder. Contractor shall make such records available for inspection and audit by the City, State, or other authorized agencies upon reasonable notice.

NON-DISCRIMINATION: Contractor shall not unlawfully discriminate in the performance of this Agreement or in the provision of services on the basis of race, color, ancestry, national origin, religion, creed, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, disability, medical condition, veteran status, source of income, housing status, or any other characteristic protected by applicable federal, state, or local law. Contractor shall comply with all applicable civil rights laws and equal opportunity requirements and shall ensure that all eligible individuals have equal access to services provided under this Agreement.

INSURANCE: Prior to performing any services under this Agreement, Contractor shall provide proof of Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance to the City in amounts and with policies, endorsements, and conditions required by the City. Contractor shall procure and maintain in full force and effect during the Term of the Agreement the following insurance policies:

a. Commercial General Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence;

b. Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per accident; and

c. Workers' Compensation Insurance as required by California law with Employer's Liability coverage of not less than One Million Dollars ($1,000,000).

The General Liability and Automobile Liability policies shall name the City of Davis, its elected officials, officers, employees, agents, and volunteers as additional insureds and shall be primary to any insurance maintained by the City.

TERMINATION: The City may terminate this Agreement at any time with or without cause upon written notice to Contractor. If the City terminates this Agreement prior to the Term of this Agreement, Contractor shall be entitled to compensation for all Services adequately performed pursuant to this Agreement prior to the effective date of termination. Within fourteen (14) days following the date of termination, any prepaid Reserved Capacity Fee attributable to the period after the effective termination date shall be refunded to the City on a prorated basis, unless otherwise agreed in writing. Contractor may terminate this Agreement upon thirty (30) calendar days' written notice to the City, only in the event of the City's failure to perform its obligations under this Agreement through no fault of Contractor.

INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall, at its sole cost and expense and with counsel approved by City, defend, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, agents, and volunteers (collectively "Indemnitees"), from and against any and all claims, demands, causes of action, liabilities, losses, damages, costs, proceedings, judgments, penalties, liens, and expenses, including attorneys' fees, arising out of or related to the acts, errors, omissions, recklessness, or willful misconduct of Contractor, its employees, agents, subcontractors, volunteers or representatives arising out of or in connection with the performance of the Services under this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses, excluding those caused by the sole negligence or willful misconduct of the City. Contractor shall defend, at Contractor's own cost expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Indemnitees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such suit, action or other legal proceeding. Contractor shall reimburse Indemnitees for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Indemnitees. This Section shall survive any expiration or termination of this Agreement.

NO WAIVER: The delay or failure of either Party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

CONFLICT OF INTEREST: Contractor covenants that neither it, nor any of its officer or principal, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of Services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the City. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. Contractor and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090.

LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATIONS: Contractor shall remain fully informed of and comply with all applicable federal, state, and local laws, ordinances, regulations, licensing requirements, and reporting obligations affecting performance under this Agreement. Contractor shall maintain participation in HMIS and comply with applicable Continuum of Care data quality and reporting requirements. Contractor shall maintain the confidentiality of participant information consistent with applicable federal and state law, HMIS privacy standards, HIPAA where applicable, and all Continuum of Care data security requirements. Contractor represents that it is an equal opportunity employer and shall not discriminate against any employee, applicant, contractor, or participant in violation of applicable law.

LIVING WAGE ORDINANCE:

a. The Parties agree the Davis Municipal Code Chapter 15.20, the City of Davis Living Wage Ordinance ("Living Wage Ordinance") applies to Contractor.

b. Contractor has received a waiver from the City pursuant to Living Wage Ordinance Section 15.20.050.

c. The waiver applies to Contractor during the Term of this Agreement and Contractor understands a request for a new waiver must be submitted annually if the Term of this Agreement is extended.

GOVERNING LAW; VENUE; ATTORNEYS' FEES: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Venue for any action arising out of or relating to this Agreement shall be Yolo County, California. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

DISPUTES: Prior to commencing litigation, the Parties shall meet and confer in good faith to attempt to resolve any dispute. If unresolved, the Parties may participate in mediation before filing suit.

NOTICES: Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Contractor's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City:	City of Davis 23 Russell Boulevard Davis, CA 95616 Attn: Todd Henry, Police Chief Email: thenry@davispd.org
If to Contractor:	Fourth & Hope 1901 E Beamer St Woodland, CA 95776 Attn: Doug Zecl, Executive Director Email: dzeck@fourthandhope.org

ASSIGNMENT; AMENDMENT: Contractor shall not assign, transfer, or subcontract any rights or obligations under this Agreement without the prior written consent of the City. This Agreement may be amended only by a written instrument executed by authorized representatives of both Parties.

SEVERABILITY: The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

NO THIRD-PARTY BENEFICIARIES. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

ENTIRE AGREEMENT; CONSTRUCTION AND CAPTIONS: This Agreement represents the entire understanding of the Parties concerning the subject matter contained herein and supersedes all prior negotiations, discussions, and understandings. The captions contained herein are for convenience only and shall not be used in interpreting the provisions of this Agreement.

[*SIGNATURES ON FOLLOWING PAGE*]

SIGNATURE PAGE FOR LETTER AGREEMENT FOR RESERVED EMERGENCY SHELTER BEDS AND SUPPORTIVE SERVICES BETWEEN THE CITY OF DAVIS AND YOLO WAYFARER CENTER CHRISTIAN MISSION, DBA FOURTH & HOPE

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign below.

CITY OF DAVIS

By: _____

Daryel Dunston

City Manager

Date: _____

Yolo Wayfarer Center Christian Mission dba Fourth & Hope

By: _____

Printed Name: _____

Its: _____

Date: _____

By: _____

Printed Name: _____

Its: _____

Date: _____

(Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

ATTEST:

By: _____

Zoe S. Mirabile, CMC

City Clerk

APPROVED AS TO FORM:

By: _____

Inder Khalsa

City Attorney

EXHIBIT A – PERFORMANCE MEASURES

1. Number of City of Davis referrals served.
2. Number of bed nights provided.
3. Number of day service encounters.
4. Average occupancy of reserved beds.
5. Number of participants engaged in case management.
6. Number of participants connected to housing resources.
7. Number of participants exiting to permanent housing.
8. Number of participants connected to healthcare, behavioral health, ECM, or Community Supports services.