

**AGREEMENT BETWEEN CITY OF STOCKTON
AND
GOSPEL CENTER RESCUE MISSION
FOR SHELTER OPERATION SERVICES**

THIS AGREEMENT is entered into _____ between the City of Stockton, a municipal corporation ("City"), and Gospel Center Rescue Mission, Inc., a California non-profit organization ("Recipient").

RECITALS

The City Council of the City of Stockton allocated \$150,000 in Fiscal Year 2023-24 Year-End Discretionary Funds to support the ongoing operations of Gospel Center Rescue Mission, Inc. This allocation was made in response to a funding shortfall that the organization reported to City leadership, which threatened its ability to sustain critical services for individuals experiencing homelessness.

The source of funding for this agreement is the City Council's Year-End Discretionary Fund, an allocation authorized as part of the adopted budget to support one-time community investments aligned with Council priorities. Use of these funds is subject to Council approval and must promote a public benefit.

Gospel Center Rescue Mission, Inc. is a 501(c)(3) nonprofit organization that provides critical services to individuals experiencing homelessness and addiction in Stockton and the greater San Joaquin County region. Founded in 1940, the organization offers shelter, addiction recovery, medical care, and wraparound support services to more than 1,000 individuals each day.

In November 2024, the City of Stockton formally proclaimed a Local Emergency on Homelessness, recognizing the growing and severe threat to public health and safety posed by unsheltered homelessness within the City. This agreement supports the City's emergency response objectives by providing financial assistance to a nonprofit partner delivering critical serves to individuals experiencing homelessness.

The City supports the mission and impact of Gospel Center Rescue Mission, Inc. and desires to provide one-time funding assistance to help address an identified operational funding gap.

This Agreement establishes the terms and conditions for the use of the City's one-time financial contribution to support community-based services aligned with the City's goals for public health, safety, and community well-being.

DEFINITIONS

In addition to those terms defined elsewhere in this Agreement:

"City Funds" means the \$150,000 available from City to Recipient pursuant to this Agreement. The City Funds are comprised of **\$150,000** allocated by the City Council from the City's Fiscal Year 2023-24 Year-End Discretionary Funds.

"Public Benefit" means a positive outcome or impact that benefits the general public or a significant portion of it, rather than being limited to a specific individual or group.

AGREEMENT

NOW THEREFORE, in recognition of the mutual consideration provided herein, City and Recipient hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. Term of Agreement

- a. The term of this agreement shall commence on the date it is fully executed by both Parties and shall continue until December 31, 2025, unless earlier terminated in accordance with Section 5.

2. Funding

- a. The City shall provide a one-time payment of **\$150,000** to Recipient within thirty (30) days of full execution of this Agreement and receipt of a completed vendor data form and W-9.

3. Use of Funds

- a. Recipient shall use the funds solely to support operational or programmatic costs related to its core mission of serving the unhoused and addicted population in Stockton and San Joaquin County. Recipient agrees to expend funds provided by this Agreement consistent with its terms. If the City determines that funds were not expended consistent with the terms of this Agreement, Recipient shall return all non-compliant expenditures to the city within 30 days of notification.
- b. Allowable uses may include, but are not limited to:
 - i. Personnel costs for shelter or recovery programs
 - ii. Supplies and materials for client services
 - iii. Operational support for program facilities
 - iv. Transportation or outreach services
- c. Recipient shall not use funds for capital expenditures, political activity, religious instruction, or any purposes unrelated to public benefit.

4. Reporting

- a. Recipient shall submit a brief final report to the City by June 30, 2026, detailing:
 - i. A summary of activities funded by this Agreement
 - ii. Number of individuals served
 - iii. Narrative of community impact
 - iv. Total amount expended

5. Termination

- a. The City may terminate this Agreement for any reason with thirty (30) days' written notice. In the event of termination, Recipient shall return any unspent funds and provide a report on expenditures to date.

6. Notices

- a. Any notice or communication under this Agreement by either party to the other shall be sufficiently given if delivered by personal service or if dispatched by registered mail, postage prepaid, return receipt requested, and:

- i. Notice or communication to Recipient is addressed as follows:

Gospel Center Rescue Mission
445 S. San Joaquin St.
Stockton, CA 95203

- ii. Notice or communication to City is addressed as follows:

City of Stockton
City Manager's Office
425 N. El Dorado
Stockton, CA 95202

- b. Any change by either party to the above address information shall be served in the same manner and take effect upon receipt.

7. Independent Entity

- a. Recipient is not an agent, employee, or contractor of the City. This Agreement shall not be interpreted as creating any joint venture, partnership, or employer-employee relationship.

8. Entire Agreement

- a. This Agreement constitutes the **entire agreement** of the parties hereto and supersedes all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof.

9. Amendments

- a. This Agreement may only be modified by a written amendment signed by both Parties.

10. Breach and Remedies

- a. Breach of this Agreement includes, but is not limited to, the following events:
 - i. Recipient's failure to comply with the terms of this Agreement, including but not limited to use of, or permitting the use of, City Funds provided under this Agreement for ineligible activities.
 - ii. Any failure to comply with deadlines in this Agreement.
- b. In addition to any other remedies that may be available to the City in law or equity for breach of this Agreement, City may:
 - i. Immediately terminate this Agreement.
 - ii. Require the return of any unexpended City Funds provided to Recipient.
 - iii. Require repayment of City Funds already disbursed and expended under this Agreement in the event it is determined that ineligible uses were funded.
 - iv. Require the return or transfer of all funds and/or property derived from the use of City Funds including, but not limited to, recaptured funds and returned funds.

- v. Seek all available remedies, including specific performance, if applicable, to ensure the terms of the Agreement are met.
- c. All remedies available to City are cumulative and not exclusive. City may give written notice to Recipient to cure the breach or violation within a period of not less than 15 days.

11. Waiver

- a. City's failure to act with respect to a breach by Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

12. Choice of law and Venue.

- a. This Agreement shall be construed and enforced pursuant to the laws of the State of California. Any action to enforce or for breach of this Agreement shall be brought exclusively in the state of California, San Joaquin County Superior Court or if brought in federal court, in the Eastern District Federal Court.

13. Hold Harmless and Indemnity

- a. To the fullest extent permitted by law, Recipient shall hold harmless, defend, and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with this Agreement or failure to comply with any of its obligations contained, except such loss or damage which was caused by the sole negligence or willful misconduct of City. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this agreement.
- b. If the Recipient should subcontract any portion of the work to be performed under this agreement, the Recipient shall require each subcontractor to indemnify, hold harmless and defend the City, its officers, officials, employees, and volunteers in accordance with the terms of the preceding paragraph.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

GOSPEL CENTER RESCUE MISSION, INC.,
a California nonprofit corporation

BY: David L Midura

ITS: Chief Executive Officer

ATTEST: CITY OF STOCKTON

CITY OF STOCKTON

KATHERINE ROLAND
CITY CLERK

BY: _____
STEVE COLANGELO INTERIM
CITY MANAGER

APPROVED AS TO FORM:
LORI M. ASUNCION
CITY ATTORNEY

BY: _____