

1 BENEFICIARY AGREEMENT BY AND BETWEEN CITY OF GRAND JUNCTION, COLORADO,  
2 AND JOSEPH CENTER INCORPORATED, FOR A \$947,704 ACQUISITION GRANT FROM THE  
3 AMERICAN RESCUE PLAN ACT GRANT FOR THE PURCHASE OF PROPERTY LOCATED AT  
4 2404 TELLER AND 2435 BELFORD AVE, GRAND JUNCTION, COLORADO.

5 THIS AGREEMENT (AGREEMENT) is made between the City of Grand Junction, a  
6 Colorado Home Rule Municipality (CITY), and The Joseph Center. (Joseph Center or  
7 BENEFICIARY).

8 Collectively the CITY and the BENEFICIARY may be referred to as the PARTIES.

9 RECITALS:

10 On Sept 20, 2023, THE Grand Junction City Council Approved Resolution 32-23  
11 approving The Joseph Center for receipt of \$947,707 in American Rescue Plan Act  
12 (ARPA) funds for use as capital investment in securing two new buildings to expand their  
13 current programs that would add an additional 15 beds for the Golden Girls project  
14 and approximately 20 additional emergency beds for families who have experienced  
15 domestic violence or homelessness, and expand day center services to include  
16 community showers and laundry facilities.

17 The CITY was allocated \$10.4 million in American Rescue Plan Act (ARPA) funds and  
18 although the CITY received its funds as revenue replacement, it chose to allocate \$9  
19 million of those funds, and generally to use that sum of money for purposes that would  
20 positively impact homelessness, mental health, and affordable housing.

21 After review and due consideration of Joseph Center's application for ARPA funds  
22 (APPLICATION) the CITY's staff selected the BENEFICIARY to receive nine hundred and  
23 seven thousand seven hundred and seven dollars (\$907,707.00) (AWARD) to support the  
24 BENEFICIARY's purchase of the property at 2404 Teller and 2435 Belford Ave, Grand  
25 Junction, Colorado (PROPERTY) as described in the APPLICATION.

26 The BENEFICIARY has committed to use the AWARD for the purposes stated in its  
27 APPLICATION and in this AGREEMENT to directly address homelessness and affordable  
28 housing.

29 On September 20, 2023, the City Council (CITY COUNCIL) of the CITY approved this  
30 AGREEMENT by and with the adoption of Resolution 32-23 (RESOLUTION).

31 In consideration of the foregoing RECITALS and other good and valuable consideration  
32 the sufficiency of which is acknowledged, both for the making and enforcement of this  
33 AGREEMENT, the BENEFICIARY and the CITY do agree to the terms of this AGREEMENT  
34 for the use of the AWARD for the purposes of the APPLICATION and as otherwise  
35 required and provided in this AGREEMENT.

36 NOW, THEREFORE, in consideration of the RECITALS, the APPLICATION and the  
37 RESOLUTION which are incorporated herein by reference, and the terms and  
38 conditions set forth below, the PARTIES agree as follows:

39 1. EFFECTIVE DATE AND TERM

40 This Agreement shall commence when executed by all PARTIES and remain in effect  
41 until September 20, 2053, unless sooner terminated by the CITY in writing.

42 2. AWARD TO BE PAID TO BENEFICIARY

43 On December 11, 2023, the CITY will pay the BENEFICIARY in accordance with this  
44 AGREEMENT the sum of nine hundred and seven thousand seven hundred and seven  
45 dollars (\$907,707.00) (AWARD).

46 3. LIMITATIONS REGARDING THE USE OF THE AWARD

47 The BENEFICIARY shall ensure that the AWARD is expended in accordance with this  
48 AGREEMENT and shall be only for the purposes described in the APPLICATION and in this  
49 AGREEMENT.

50 4. REPORTING REQUIREMENTS

51 To ensure compliance with this AGREEMENT/the purposes of the APPLICATION the  
52 BENEFICIARY shall provide to the CITY an annual report on the utilization of the  
53 PROPERTY for and in support of the APPLICATION and this AGREEMENT (REPORT). The  
54 BENEFICIARY shall also provide, if requested, any backup documentation as may  
55 reasonably be required by the CITY. The REPORT must include a written statement,  
56 signed by the BENEFICIARY or any approved DESIGNEE, indicating that the use of the  
57 PROPERTY comports with the APPLICATION and this AGREEMENT.

58 5. Covenants

59 The PROPERTY shall for a period of no less than 30 years be used by the BENEFICIARY or  
60 a CITY approved assignee of the BENEFICIARY as a shelter and/or day resource center  
61 for houselessness with one or more of the following affordable characteristics:

62 Sites will be utilized for emergency housing or for service provision to those  
63 experiencing houselessness and/or for households earning no more than 60% of  
64 AMI as adjusted for family size.

65 These covenants shall remain in place if/when the BENEFICIARY finances/refinances the  
66 Property. The BENEFICIARY may finance/refinance the PROPERTY so long as the  
67 affordability and/or service characteristics are achieved or bettered with the proceeds  
68 derived from the finance/refinance.

69 The REPORT shall further express that the BENEFICIARY is maintaining the PROPERTY in a  
70 safe and sanitary condition and that the PROPERTY has not incurred, in the REPORT  
71 period, any structural defect(s), building code violation(s) or life safety issue(s) rendering  
72 the PROPERTY or any portion thereof to be unsafe.

73 The BENEFICIARY shall establish and annually fund an escrow for taxes and insurance  
74 The BENEFICIARY shall provide the CITY evidence of liability and hazard insurance of no

75 less than \$1,000,000. Such insurance shall be issued by an insurance company licensed  
76 to do business in Colorado. The City shall be an additional named insured.

77 To ensure that the PROPERTY is used for the purposes described in the APPLICATION and  
78 this AGREEMENT, the AGREEMENT or a memorandum thereof shall be recorded in the  
79 Mesa County land title records in the PROPERTY's chain of title.

#### 80 6. Event(s) of Default/Material Adverse Change

81 Event of Default/Material Adverse Change is(are): (a) change in the BENEFICIARY's  
82 financial condition, operations, assets, liabilities, or business of the BENEFICIARY such  
83 that its use of the PROPERTY does not fully comport with the APPLICATION and this  
84 AGREEMENT; or (b) the BENEFICIARY fails to perform its obligations arising out of or under  
85 this AGREEMENT. On the happening of an Event(s) of Default/Material Adverse Change  
86 the City may sue the BENEFICIARY for a money judgment if the Event of  
87 Default(s)/Material Adverse Change is not remedied to the City's satisfaction after  
88 written notice from the CITY to the BENEFICIARY and the BENEFICIARY having a  
89 reasonable opportunity to cure the Event of Default(s)/Material Adverse Change.

#### 90 7. TERMINATION

91 This AGREEMENT will terminate after the BENEFICIARY's full and complete performance  
92 of the provision of housing and houseless/housing services contemplated by the  
93 APPLICATION and this AGREEMENT.

#### 94 8. INDEPENDENT CONTRACTOR

95 Neither the CITY nor the BENEFICIARY shall be deemed by virtue of this AGREEMENT to  
96 be engaged in an association, partnership, joint venture, or a relationship of principal  
97 and agent, or employer and employee. The BENEFICIARY shall not be, or be deemed to  
98 be, or act or purport to act, as a partner, employee, agent, or representative of the  
99 CITY for any purpose.

#### 100 9. HOLD HARMLESS AND INDEMNIFICATION

101 The BENEFICIARY agrees to defend, indemnify, and hold the CITY, its officers, officials,  
102 employees, and agents harmless from and against any and all claims, injuries,  
103 damages, losses or expenses, whether in contract or tort, including without limitation  
104 personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of  
105 property, which are alleged or proven to be caused in whole or in part by an act or  
106 omission of the BENEFICIARY, its officers, directors, employees, and/or agents relating to  
107 the BENEFICIARY's performance, or failure to perform, under this AGREEMENT. The  
108 BENEFICIARY's obligation to indemnify and hold the CITY its officers, officials, employees,  
109 and agents harmless shall survive the expiration or termination of this AGREEMENT.

#### 110 10. COMPLIANCE WITH LAWS

111 The BENEFICIARY shall comply with all applicable federal, state, and local laws and all  
112 requirements regarding the receipt and expenditure of the AWARD and the use of the  
113 PROPERTY.

#### 114 11. MAINTENANCE AND AUDIT OF RECORDS

115 The BENEFICIARY shall maintain records, books, documents, and other materials  
116 relevant to its performance, or non-performance, under this AGREEMENT. Records,  
117 including but not limited to those informing the REPORT, shall be subject to inspection,  
118 review, and audit by the CITY or its designee(s) for three (3) years following termination  
119 of this AGREEMENT. If it is determined during the course of the audit that the  
120 BENEFICIARY failed to expend any or all of the AWARD for any purpose other than  
121 performing the work/services as provided in the APPLICATION and this AGREEMENT, or if  
122 the BENEFICIARY fails to substantially perform as provided in the APPLICATION and this  
123 AGREEMENT, the BENEFICIARY shall reimburse the CITY for each, every, and all improper  
124 and/or unmade expenditure(s). The BENEFICIARY agrees to make such  
125 reimbursement(s) to the CITY within 30 days of a written request(s) made to the  
126 BENEFICIARY.

#### 127 12. NOTICES

128 Any notices desired or required to be given hereunder shall be in writing, and shall be  
129 deemed received three (3) days after deposit with the United States Postal Service  
130 postage fully prepaid, return receipt requested, and addressed to the party to which it  
131 is intended at its last known address, or to such person or address as either party shall  
132 designate to the other from time to time in writing forwarded in like manner:

#### 133 BENEFICIARY

134 The Joseph Center.  
135 Attn: Mona Highline  
136 2511 Belford Ave Ste B  
137 Grand Junction, CO 81501

138  
139 CITY  
140 Attn: Greg Caton  
141 250 N. 5<sup>th</sup> Street  
142 Grand Junction, CO 81501

143

#### 144 13. IMPROPER INFLUENCE

145 The BENEFICIARY warrants that it did not employ, retain, or contract with any person or  
146 entity on a contingent compensation basis for the purpose of seeking or obtaining this  
147 AGREEMENT.

148

#### 149 14. CONFLICT OF INTEREST



150 The elected and appointed officials and employees of the CITY warrant that they  
151 individually and collectively have no, and shall not have, any personal interest, direct or  
152 indirect, which gives rise to a conflict of interest.

153 15. SURVIVAL

154 The provisions of this AGREEMENT that by their purpose should survive expiration or  
155 termination of the AGREEMENT shall so survive. Those provisions include without  
156 limitation Hold Harmless and Indemnification and Maintenance and Audit of Records.

157 16. AMENDMENT

158 No amendment or modification to the AGREEMENT shall be effective without prior  
159 written consent of the authorized representatives of the Parties.

160 17. GOVERNING LAW; VENUE

161 This AGREEMENT shall be governed in all respects by the laws of the State of Colorado,  
162 both as to interpretation and performance, without regard to conflicts of law or choice  
163 of law provisions. Any action arising out of or in conjunction with the AGREEMENT may  
164 be instituted and maintained only in a court of competent jurisdiction in Mesa County,  
165 Colorado.

166 18. NON-WAIVER

167 No failure on the part of the CITY to exercise, and no delay in exercising, any right  
168 hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by  
169 the CITY of any right hereunder preclude any other or further exercise thereof or the  
170 exercise of any other right. The remedies provided herein and at law or in equity are  
171 cumulative and not exclusive.

172 19. BINDING EFFECT

173 This AGREEMENT shall be binding upon and inure to the benefit of the Parties.

174 20. ASSIGNMENT

175 The BENEFICIARY shall not assign or transfer any of its interests in or obligations under this  
176 AGREEMENT without the prior written consent of the CITY which shall not be  
177 unreasonably withheld.

178 21. ENTIRE AGREEMENT

179 This AGREEMENT together with the attachments constitutes the entire agreement  
180 between the CITY and the BENEFICIARY for the use of the AWARD paid/received under  
181 this AGREEMENT.

182 22. NO THIRD-PARTY BENEFICIARIES

183 Nothing herein shall or be deemed to create or confer any right, action, or benefit in,  
184 to, or on the part of any person or entity that is not a party to this AGREEMENT. Any

185 benefit to any person(s) is incidental to the AGREEMENT and/or the BENEFICIARY's  
186 fulfillment of the AGREEMENT.

187 23. CIVIL RIGHTS COMPLIANCE

188 The BENEFICIARY shall meet legal requirements relating to nondiscrimination. Those  
189 requirements include ensuring that the BENEFICIARY does not deny benefits or services,  
190 or otherwise discriminate on the basis of race, color, national origin (including limited  
191 English proficiency), disability, age, or sex (including sexual orientation and gender  
192 identity), in accordance with the following authorities: Title VI of the Civil Rights Act of  
193 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's  
194 implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973  
195 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title  
196 IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the  
197 Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975,  
198 Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations  
199 at 31 CFR part 23.

200 24. SEVERABILITY

201 If one or more provisions of this AGREEMENT shall be determined to be invalid by any  
202 court of competent jurisdiction or agency having jurisdiction thereof, the remainder of  
203 the AGREEMENT shall remain in full force and effect and the invalid provisions shall be  
204 deemed severed.

205 25. AUTHORIZATION

206 By signing the BENEFICIARY and the CITY represent and warrant to the other that the  
207 signer has the full power and authority to execute this AGREEMENT on behalf of the  
208 entity for whom he/she signs and to bind that entity to the terms hereof.

209 BENEFICIARY:

210 THE JOSEPH CENTER



211 By: \_\_\_\_\_ Date:

212 12/8/2023

213 Mona Highline, Chief Executive Officer and Executive Director

214

215 City of Grand Junction Colorado

216 By:  Date: 12/11/2023

217 Greg Caton, City Manager

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