

1 AMENDMENT TO THE BENEFICIARY AGREEMENT

2  
3 AN AMENDMENT TO THAT CERTAIN AGREEMENT DATED DECEMBER 15, 2023, BY AND  
4 BETWEEN CITY OF GRAND JUNCTION, COLORADO, (CITY) HOMEWARD BOUND OF THE  
5 GRAND VALLEY (BENEFICIARY), IN COLLABORATION WITH UNITED WAY OF MESA COUNTY  
6 (SUB-CONTRACTOR) RELATING TO THAT CERTAIN LEASE/LICENSE FOR THE PROPERTY AT  
7 261 UTE AVENUE, AND THE OPERATION OF THE RESOURCE CENTER FOR THE DELIVERY OF  
8 SERVICES FOR HOMELESS AND OTHER VULNERABLE PERSONS AT/ON THE PROPERTY

9 Collectively the CITY, the BENEFICIARY and the SUBCONTRACTOR may be referred to as  
10 the PARTIES.

11 RECITALS:

12 Due to an urgent need and an innovative proposal from the BENEFICIARY, for the  
13 purchase, construction and operation of a resource center to offer services for  
14 homeless and other vulnerable persons ("RESOURCE CENTER" OR "CENTER") on  
15 property owned by the City, the City Council approved certain Resolutions and an  
16 Ordinance to lease/license the Property and to appropriate funds to be used to  
17 support capital expenses, startup costs, and operating expenses in support of the  
18 CENTER. Those actions were memorialized by an AGREEMENT. That Agreement is  
19 amended by and with this Agreement.

20 By and with Ordinance No. 5240, the CITY Council approved \$515,000 (2025 AWARD) to  
21 support Homeward Bound and United Way in their individual and collective efforts to  
22 operate and staff the CENTER. The 2025 AWARD contemplated that the BENEFICIARY  
23 and SUBCONTRACTOR collaborate to increase staffing and safety measures at the  
24 CENTER, to relaunch the CENTER with new goals and performance objectives and  
25 measures, and to better coordinate the delivery of services. The City Council finds and  
26 affirms that those actions are consistent with the City's homelessness and housing  
27 goals, strategy and policy, and in consideration of the foregoing RECITALS and other  
28 good and valuable consideration the sufficiency of which is acknowledged, the  
29 BENEFICIARY, the SUBCONTRACTOR and the CITY agree to the terms of this AMENDED  
30 AGREEMENT for the use of the 2025 AWARD as provided herein and for the stated  
31 purposes.

32 Since the 2025 AWARD was authorized the City Council agreed to extend the  
33 Lease/License Agreement for the Property as described in the Second Amended  
34 Lease/License Agreement (2025 Agreement); however, the SUBCONTRACTOR and  
35 other service providers have proposed and are willing to transition service delivery from  
36 the Property to a new location(s), and during the extended term pursuant to the 2025  
37 Agreement the SUBCONTRACTOR will reduce its services as provided in this Amendment  
38 to the Beneficiary Agreement (AMENDED AGREEMENT.) Notwithstanding this AMENDED  
39 AGREEMENT, the BENEFICIARY and/or the SUBCONTRACTOR may separately contract  
40 with the CITY for and concerning support of the provision of services.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the RECITALS which are incorporated herein by reference, and the terms and conditions set forth below, the PARTIES amend the AGREEMENT by and with and as provided in this AMENDED AGREEMENT.

The BENEFICIARY and the SUBCONTRACTOR and persons or entities claiming any relationship by or through them for the provision of homeless services, agree by the signatures of persons authorized to sign and commit to the terms hereof to otherwise keep and perform all the promises, conditions, and obligations of the AGREEMENT unless the AGREEMENT is specifically amended by this AMENDED AGREEMENT and to perform as follows.

## PURPOSE

1. The BENEFICIARY and SUBCONTRACTOR will continue to operate the Center as a low-barrier facility and provide access to supportive services; however, such operations shall include specific and clear definitions of "low-barrier," along with the publication of clear rules and guidelines for use of the Center by Guests, as well as defined penalties for inappropriate Guest behavior.

## 2. EFFECTIVE DATE AND TERM

This AMENDED AGREEMENT shall become effective upon execution by the BENEFICIARY and SUBCONTRACTOR and the CITY and shall remain in force and effect until June 30, 2025, unless otherwise terminated earlier by the CITY in writing, as stipulated in the separate Lease/License Agreement ("Lease") between the BENEFICIARY and the CITY. The Second Amended Lease/License for the Property is hereby incorporated by reference as if fully set forth herein.

In the event the BENEFICIARY terminates this Agreement or is determined by the City to be failing to meet performance expectations, the SUBCONTRACTOR shall be granted a right of first refusal to assume operational control of the CENTER.

In the event that the SUBCONTRACTOR terminates this Agreement or is determined by the City to be failing to meet performance expectations, or is granted but refuses to exercise the right of first refusal as provided above, then this AMENDED AGREEMENT shall be terminated and rendered null and void.

## 3. AWARD TO BE PAID TO BENEFICIARY

As provided in this AMENDED AGREEMENT (Homeward Bound will with full and complete performance receive \$460,000 of 2025 AWARD and United Way will with full and complete performance receive \$55,000. The BENEFICIARY and SUBCONTRACTOR may submit quarterly invoices with supporting documentation for allowed monthly expenditures/reimbursables.



#### 4. USE OF THE AWARD

The BENEFICIARY shall ensure that all expenditure(s) of the 2025 AWARD received in accordance with this AMENDED AGREEMENT shall be limited to only the work and services described in the AGREEMENT that are not specifically amended hereby and to perform according to the AGREEMENT and/or as applicable the Second Amended Lease/License. Specific amendments include:

- a) The BENEFICIARY will assign an On-Site Resource Center Manager and staff from 0900 – 1700 for each and every day that the Center is open.
- b) Beginning April 15, 2025 to and through May 14, 2025 the Center may be open Tuesday – Sunday 1000 – 1600.
- c) Beginning May 15, 2025 to and through June 14, 2025 the Center may be open three days a week 1000 – 1600.
- d) Beginning June 15, 2025 to and through June 29, 2025 the Center may be open one day a week 1000 – 1600.
- e) On and after June 30, 2025 the Center shall be closed and offer no services.
- f) If the Center is not decommissioned by the BENEFICIARY by June 30, 2025 then the CITY may by separate agreement allow for the BENEFICIARY to complete the necessary winding up of its operations.
- g) The BENEFICIARY will ensure that operational staffing at the Center will include an On-Site Manager and no less than \_\_\_ staff (not including staff of the SUBCONTRACTOR, other service provider(s)) or volunteers) during the Center's hours of operation.
- h) The BENEFICIARY will work in collaboration with the SUBCONTRACTOR to publish a schedule of volunteers who will provide support for ongoing services, programming or essential needs such as showers, activities, coffee, etc. during the hours the Center is open. Volunteers shall not be considered staff.
- i) The Center will be operated and staffed by the BENEFICIARY. The SUBCONTRACTOR will be responsible for service provision only to the extent that it continues to utilize the Center for the delivery of services.
- j) Beginning April 15, 2025, the SUBCONTRACTOR will take the lead in coordinating service delivery; the BENEFICIARY agrees that it will continue to support the delivery of services by fostering strong communication, collaboration, and a positive work environment within the Center's operations. Faith-based and other

service providers will coordinate with the SUBCONTRACTOR for contributions made at the Center.

- k) The SUBCONTRACTOR will chair, manage and define the appropriate role for the Service Council. The BENEFICIARY may be represented on the Service Council regarding and to ensure that operations and services efforts are collaboratively delivered.

By signing the BENEFICIARY, the SUBCONTRACTOR and the CITY represent and warrant each to the other (s) that the signer(s) has(have) the full power and authority to execute this AMENDED AGREEMENT on behalf of the entity for whom he/she signs and to bind that entity to the terms hereof.

BENEFICIARY - HOMEWARD BOUND OF THE GRAND VALLEY INC.

By: *Rick Smith* Date: 19/04/2025  
Rick Smith (Apr 19, 2025 09:47 MDT)  
Executive Director

By: *Douglas Clayton* Date: 18/04/2025  
Douglas Clayton (Apr 18, 2025 09:56 MDT)  
President of the Board

SUBCONTRACTOR - UNITED WAY OF MESA COUNTY

By: *Faith Rodriguez* Date: 20/04/2025  
Faith Rodriguez (Apr 20, 2025 19:57 MDT)  
Faith Rodriguez  
Executive Director

By: *Tina Harkness* Date: 4/21/2025  
269A53BB99284A7  
President of the Board

CITY of Grand Junction Colorado - CITY

By: *Michael P. Bennett* Date: 4.23.25  
Michael P. Bennett  
City Manager

ATTEST:

*Julietta Gonzalez*



160 Selestina Sandoval  
161 City Clerk





1 AMERICAN RESCUE PLAN ACT BENEFICIARY AGREEMENT by and between  
2 CITY OF GRAND JUNCTION, COLORADO

3  
4 and

5 HOMEWARD BOUND OF THE GRAND VALLEY FOR AMERICAN RESCUE PLAN ACT (ARPA)  
6 FUNDS FOR THE PURCHASE, CONSTRUCTION AND OPERATION OF A RESOURCE CENTER  
7 FOR SERVICES FOR HOMELESS AND OTHER VULNERABLE PERSONS

8 THIS AGREEMENT (AGREEMENT) is made between the City of Grand Junction, a  
9 Colorado Home Rule Municipality (CITY), and HOMEWARD BOUND OF THE GRAND  
10 VALLEY INC., a 501(c)(3) nonprofit organization (BENEFICIARY).

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

12 RECITALS:

13 On March 11, 2021, President Joseph R. Biden signed into law the American Rescue  
14 Plan Act of 2021 (ARPA.)

15 On May 10, 2021, the United States Department of the Treasury published guidance  
16 that allowed the CITY to accept Coronavirus State and Local Fiscal Recovery Funds  
17 (FUNDS) distributed to the City as eligible local government revenue replace in  
18 accordance with the ARPA guidance.

19 The CITY was allocated FUNDS in the amount of \$10.4 million and although the CITY  
20 received its FUNDS as revenue replacement, it chose to allocate \$9 million of the  
21 FUNDS, and generally to use that sum of money for purposes that would positively  
22 impact homelessness, mental health, and affordable housing.

23 The City has expended the majority of the FUNDS; however, due to an urgent need and  
24 an innovative proposal from the BENEFICIARY, in collaboration with United Way of Mesa  
25 County, for the purchase, construction and operation of a resource center to offer  
26 services for homeless and other vulnerable persons ("RESOURCE CENTER" OR "CENTER")  
27 on property owned by the CITY, on November 1 and November 15, 2023, the City  
28 Council approved Resolutions 95-23 and 103-23, ("RESOLUTIONS") and on November 15,  
29 the City by and with Ordinance 5182 appropriated FUNDS in the amount of \$912,400.00  
30 (AWARD) to be used by the BENEFICIARY in support of the CENTER.

31 When constructed the Center will operate as a low barrier to entry facility and will  
32 provide access to supportive services; the Center will be staffed and operated by the  
33 BENEFICIARY, with faith-based and other service providers contributing to the delivery of  
34 services, food, and basic needs.

35 The CENTER, and the services it will provide, are consistent with the Council's direction  
36 for use of the ARPA funds. The AWARD will be used for capital acquisition, including the  
37 structure that will be purchased, constructed, and used for the CENTER, a restroom and  
38 shower trailer to be placed on the site designated for the CENTER, and for related start-  
39 up and one month of operational costs.

By and with this AGREEMENT the BENEFICIARY has committed to use the AWARD for the purposes stated herein and in the RESOLUTIONS.

NOW, THEREFORE, in consideration of the foregoing RECITALS, the RESOLUTIONS which are incorporated herein by reference, and the terms and conditions set forth below, and other good and valuable consideration the sufficiency of which is acknowledged, the BENEFICIARY and the CITY do agree to the terms of this AGREEMENT for the use of the AWARD for the stated purposes as follows:

#### 1. EFFECTIVE DATE AND TERM

This Agreement shall commence when executed by all the BENEFICIARY and the CITY and remain in effect to no later than April 30, 2026, unless sooner terminated by the CITY in writing as provided in the separate Lease/License Agreement by and between the BENEFICIARY and the CITY. The Lease/License Agreement ("Lease") is incorporated by this reference as if fully set forth.

#### 2. AWARD TO BE PAID TO BENEFICIARY

The CITY will pay the BENEFICIARY in accordance with this AGREEMENT the sum of \$912,400.00 (AWARD). The BENEFICIARY acknowledges receipt of \$600,000.00 paid to it by the CITY on November 16, 2023 and \$312,400 on November 21, 2023.

#### 3. USE OF THE AWARD

The BENEFICIARY shall ensure that all expenditure(s) of the AWARD received in accordance with this AGREEMENT shall be limited to only the work and services described in this AGREEMENT and/or as applicable the Lease.

- a) The CENTER is intended to help people experiencing homelessness and other vulnerable persons, that may be in a sheltered or an unsheltered setting, access services, resources and have a place to gather.
- b) The BENEFICIARY has demonstrated experience in its provision of shelter/shelter services. Because of its experience, together with the support of United Way of Mesa County, the CITY and the BENEFICIARY have entered into this AGREEMENT. By and with its signature hereon the BENEFICIARY represents and agrees that it is capable of performing and that it is ready, willing, and able to do so. That experience and those representations and the commitment of the AWARD in support of the CENTER serve as good and sufficient consideration for the making and enforcement of this AGREEMENT.
- c) The Center should maintain on their website and have available at the Center: the address, phone number for location, person to contact with concerns or questions, outcomes/metrics for success, hours of operation, and a policy handbook and plan available to guests and community that includes: 1) safety plan to ensure day to day staff, guest, and volunteer safety; 2) standards for protecting guest privacy and personal information; 3) emergency procedures and evacuation plan; 4) staff roles and responsibilities and organizational



80 contact information, 5) procedures for guest use of facilities 6) volunteer and  
81 service provider use procedures and protocols 7) grievance procedures and  
82 guidelines for staff, volunteers and service providers for solving problems,  
83 conflicts, de-escalation, and appropriate steps that would be utilized for  
84 disciplinary issues.

85  
86 d) The BENEFICIARY will be responsible for operations of the CENTER for a minimum  
87 of eight hours per day and be adjusted according to the needs of the guests  
88 and service providers, for approximately seven days a week, 365 days per year.  
89 Closures related to staffing concerns, public health or safety, severe inclement  
90 weather or other emergencies will be made by the BENEFICIARY's Executive  
91 Director in conjunction with the appropriate government agency when  
92 applicable. Notifications of closure must be made in a reasonable time frame  
93 and made public through the BENEFICIARY'S communication structures and with  
94 a physical sign to be located at the Center's physical location.

95  
96 e) The BENEFICIARY will ensure that communal and individual spaces are kept,  
97 clean, safe and that it will provide and maintain a high standard of quality of  
98 and service and that the Center will maintain a drug, alcohol and weapon free  
99 environment.

100  
101 f) The BENEFICIARY will serve any person at the CENTER, subject to certain basic  
102 rules of conduct, so that those persons ("Guests") have access to warmth,  
103 cooling, restrooms, showers, food, person centered resources and supportive  
104 services including on-site medical triage, referrals to physical, behavioral, and  
105 mental health services; benefit, employment, and resource navigation; housing  
106 navigation etc. ("Guest Services").<sup>1</sup>

107  
108 g) The Center will ensure that a Homeward Bound staff is on-site and available  
109 during all business operating hours. Additionally, a member of the management  
110 team will be available on-site a minimum of 10 hours a week. The Center will  
111 ensure that there is at least one staff and/or trained lead volunteer for every 40  
112 guests at the Resource Center. The Staff and Lead Volunteers shall be  
113 considered trained when they have completed the same training and  
114 experience that the BENEFICIARY requires at its other facilities in conflict de-  
115 escalation and trauma informed care, including but not limited to current  
116 training in the administration of cardiopulmonary resuscitation (CPR), first aid,  
117 automated external defibrillator (AED), mental health first aid, and naloxone  
118 (NARCAN) within 30 days of start date. CENTER Staff and trained lead volunteers  
119 will provide hospitality/orientation, referrals to support, facilitate on-site food

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<sup>1</sup> a) The site plan attached to the Lease provides for certain common areas and certain private offices for the provision of services. The BENEFICIARY shall have exclusive use and control thereof to conduct Guest Services, operations, programming, whether conducted by community partners, outside agencies including advocacy groups, organizers, and care providers.



service, enforce program expectations, and help to ensure a safe environment. Staff will provide orientation to the Center and check in process for each new Guest including provision of a Guest handbook/expectations document,

h) Guest Services will be offered to all Guests through collaborative partnerships with other local service providers and resources, for direct, on-site provision of referrals/pathways to housing-focused supportive services, which may include:

1. Mental and/or Behavioral health and or certified peer support,
2. Substance use treatment,
3. Workforce training/employment counseling,
4. Benefit/financial counseling,
5. Medical/dental services,
6. Provide resources and connections in the community for Guests needing assistance with Activities of Daily Living (ADL).
7. Staff will endeavor to provide Guest Services for Limited English Proficiency (LEP) Guests to try to ensure Guests have access to services in their language of choice.
8. And, seek to provide Housing Navigation and referral services to many agencies based on identified guest needs.

h) In support of the proper expenditure of the AWARD for the purposes of the AGREEMENT the BENEFICIARY will:

1. provide management to oversee the day-to-day operations and maintenance of the CENTER and to endeavor to ensure compliance with building and fire codes, health and applicable food service regulations, and general safety; and,
2. convene a minimum of a quarterly service council comprised of at least one local community partner, one employee of the City of Grand Junction, one unhoused individual and one member of the local business community to assist in the development of The Centers goals, outcomes, and metrics for success, provide feedback on daily procedures and operations, recruit and support volunteers, review guest behavioral concerns and plans, provide feedback on calendar of events and scheduling of partner agencies, and overall site management, and seek additional community input, ideas and concerns.
- 3.. maintain the CENTER's infrastructure and amenities, pay for utilities, and provide regularly scheduled and general repairs and

157 maintenance services such as trash, exterior litter removal, pest  
158 control, snow removal from sidewalks, roof, and entries; repairs to  
159 plumbing and HVAC; and provide necessary emergency  
160 maintenance service/repair; and,

161 4. as reasonably available coordinate periodic meal service and  
162 provide meal consumption area(s); provide handwashing area(s),  
163 tables, utensils and serving supplies; and,

164 5. provide secure, short-term storage for Guests' personal property;  
165 and,

166 6. as reasonably available, schedule transportation for Guests to  
167 Homeward Bound or other shelter(s) and supportive services; and

168 7. manage safety and security to establish and enforce security  
169 protocols to ensure the safety of Guests and Staff. Security  
170 measures on-site will include an appropriate number of trained  
171 Staff and gates/fencings, and a log documenting incidents  
172 regarding safety, emergency, law enforcement or emergency  
173 service involvement, etc. Additional security measures may be  
174 required if deemed necessary in consultation with the Grand  
175 Junction Police Department

176 8. Allow fully vaccinated or are working towards full vaccination  
177 and non-aggressive behaviorally appropriate pets to accompany  
178 guests in approved pet areas

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

195 4. REPORTING REQUIREMENTS



196 To ensure compliance with this AGREEMENT/the purposes of the AWARD, the  
197 BENEFICIARY shall provide to the CITY a comprehensive and detailed report of  
198 expenditures on an itemized statement and shall also provide any backup  
199 documentation as may reasonably be required by the CITY to support such  
200 expenditure(s) (REPORT). The REPORT must include a written statement, signed by the  
201 BENEFICIARY, indicating that all expenditure(s) of the AWARD made by the BENEFICIARY  
202 comport with this AGREEMENT.

#### 203 5. SUPPLEMENTAL ARPA DIRECTION FROM THE U.S. TREASURY

204 The CITY may request supplemental information, different from and/or supplementary  
205 to the REPORT from the BENEFICIARY to meet any different standard(s), guideline(s), or  
206 requirement(s) of the United States Treasury, if any, regarding the use of the AWARD  
207 and/or additional reporting requirement(s) that may be established by the U.S.  
208 TREASURY during the term of this AGREEMENT and made applicable to the CITY and/or  
209 the BENEFICIARY.

#### 210 6. TERMINATION

211 This AGREEMENT will terminate after BENEFICIARY's full and complete performance of  
212 the work/services contemplated by this AGREEMENT and/or as provided in the Lease.

#### 213 7. INDEPENDENT CONTRACTOR

214 Neither the CITY nor the BENEFICIARY shall be deemed by virtue of this AGREEMENT to  
215 be engaged in an association, partnership, joint venture, or a relationship of principal  
216 and agent, or employer and employee. The BENEFICIARY shall not be, or be deemed  
217 to be, or act or purport to act, as an employee, agent, or representative of the CITY for  
218 any purpose.

#### 219 8. HOLD HARMLESS AND INDEMNIFICATION

220 The BENEFICIARY agrees to defend, indemnify, and hold the CITY, its officers, officials,  
221 employees, and agents harmless from and against any and all claims, injuries,  
222 damages, losses or expenses, whether in contract or tort, including without limitation  
223 personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of  
224 property, which are alleged or proven to be caused in whole or in part by an act or  
225 omission of the BENEFICIARY, its officers, directors, employees, and/or agents relating to  
226 the BENEFICIARY'S performance, or failure to perform, under this Agreement. The  
227 BENEFICIARY'S obligation to indemnify and hold the CITY its officers, officials,  
228 employees, and agents harmless shall survive the expiration or termination of this  
229 AGREEMENT.

#### 230 9. COMPLIANCE WITH LAWS AND GUIDELINES

231 The BENEFICIARY shall comply with all federal, state, and local laws and all requirements  
232 regarding the expenditure(s) of the AWARD and its performance under this  
233 AGREEMENT.

234 10. MAINTENANCE AND AUDIT OF RECORDS

235 The BENEFICIARY shall maintain records, books, documents, and other materials  
236 relevant to its performance, or non-performance, under this AGREEMENT. Records,  
237 including but not limited to those informing the REPORT, shall be subject to inspection,  
238 review, and audit by the CITY or its designee(s) for five (5) years following termination of  
239 this AGREEMENT. If it is determined during the course of an audit that the BENEFICIARY  
240 failed to expend any or all of the AWARD for any purpose other than performing the  
241 work/services as provided in this AGREEMENT, or if the BENEFICIARY fails to substantially  
242 perform the work/services as provided in this AGREEMENT, the BENEFICIARY shall  
243 reimburse the CITY for each, every, and all improper and/or unmade expenditure(s).  
244 The BENEFICIARY agrees to make such reimbursement(s) to the CITY within 30 days of a  
245 written request(s) made to the BENEFICIARY by the CITY.

246 11. NOTICES

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

252 BENEFICIARY

253         HOMEWARD BOUND OF THE GRAND VALLEY  
254         562 29 Rd  
255         Attn: Rick Smith, Executive Director  
256         Grand Junction, CO 81501

257 CITY

258         CITY OF GRAND JUNCTION  
259         250 N. 5th Street  
260         Attn: City Manager  
261         Grand Junction, CO 81501

262  
263 12. IMPROPER INFLUENCE

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

267 13. CONFLICT OF INTEREST

268 The elected and appointed officials and employees of the CITY warrant that they  
269 individually and collectively have, and shall not have, any personal interest, direct or  
270 indirect, which gives rise to a conflict of interest.

271 14. TIME



272 Time is of the essence in this Agreement. The BENEFICIARY has represented that it  
273 intends to perform the work/services as expeditiously as possible.

274 15. SURVIVAL

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

278 16. AMENDMENT

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

281 17. GOVERNING LAW; VENUE

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

287 18. NON-WAIVER

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

293 19. BINDING EFFECT

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

295 20. ASSIGNMENT

296 The BENEFICIARY shall not assign or transfer any of its interests in or obligations under this  
297 AGREEMENT without the prior written consent of the CITY.

298 21. ENTIRE AGREEMENT

299 This AGREEMENT together with the attachments constitutes the entire agreement  
300 between the CITY and the BENEFICIARY for the use of the AWARD paid/received under  
301 this AGREEMENT.

302 22. NO THIRD-PARTY BENEFICIARIES

303 Nothing herein shall or be deemed to create or confer any right, action, or benefit in,  
304 to, or on the part of any person or entity that is not a party to this AGREEMENT. This  
305 provision shall not limit any obligation that either the CITY or the BENEFICIARY has (or  
306 may have) to the United States Treasury in connection with the use of ARPA funds,

307 including the obligations to provide access to records and cooperate with audits as  
308 provided in this AGREEMENT.

309 23. SEVERABILITY

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


314 24. AUTHORIZATION

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

318

319 HOMEWARD BOUND OF THE GRAND VALLEY INC. - BENEFICIARY

320

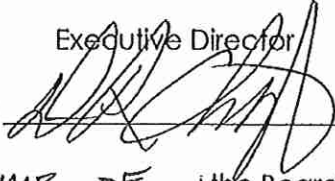
321 By:  \_\_\_\_\_

Date: Dec. 15, 2023

322

323 Executive Director

324

325 By:  \_\_\_\_\_

Date: Dec. 18, 2023

326

327 CHAIR OF the Board

328

329 City of Grand Junction Colorado - CITY

330

331 By:  \_\_\_\_\_

Date: 12/15/2023

332

333 Greg Caton  
City Manager