

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.

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

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

47 1. EFFECTIVE DATE AND TERM

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

53 2. AWARD TO BE PAID TO BENEFICIARY

54 The CITY will pay the BENEFICIARY in accordance with this AGREEMENT the sum of  
55 \$912,400.00 (AWARD). The BENEFICIARY acknowledges receipt of \$600,000.00 paid to it  
56 by the CITY on November 16, 2023 and \$312,400 on November 21, 2023.

57 3. USE OF THE AWARD

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

61 a) The CENTER is intended to help people experiencing homelessness and other  
62 vulnerable persons, that may be in a sheltered or an unsheltered setting, access  
63 services, resources and have a place to gather.

64  
65 b) The BENEFICIARY has demonstrated experience in its provision of shelter/shelter  
66 services. Because of its experience, together with the support of United Way of  
67 Mesa County, the CITY and the BENEFICIARY have entered into this AGREEMENT.  
68 By and with its signature hereon the BENEFICIARY represents and agrees that it is  
69 capable of performing and that it is ready, willing, and able to do so. That  
70 experience and those representations and the commitment of the AWARD in  
71 support of the CENTER serve as good and sufficient consideration for the making  
72 and enforcement of this AGREEMENT.

73 c) The Center should maintain on their website and have available at the Center:  
74 the address, phone number for location, person to contact with concerns or  
75 questions, outcomes/metrics for success, hours of operation, and a policy  
76 handbook and plan available to guests and community that includes: 1) safety  
77 plan to ensure day to day staff, guest, and volunteer safety; 2) standards for  
78 protecting guest privacy and personal information; 3) emergency procedures  
79 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.

120 service, enforce program expectations, and help to ensure a safe environment.  
121 Staff will provide orientation to the Center and check in process for each new  
122 Guest including provision of a Guest handbook/expectations document,  
123

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

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

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

- 141 1. provide management to oversee the day-to-day operations  
142 and maintenance of the CENTER and to endeavor to ensure  
143 compliance with building and fire codes, health and applicable  
144 food service regulations, and general safety; and,
- 145 2. convene a minimum of a quarterly service council comprised of  
146 at least one local community partner, one employee of the City of  
147 Grand Junction, one unhoused individual and one member of the  
148 local business community to assist in the development of The  
149 Centers goals, outcomes, and metrics for success, provide  
150 feedback on daily procedures and operations, recruit and support  
151 volunteers, review guest behavioral concerns and plans, provide  
152 feedback on calendar of events and scheduling of partner  
153 agencies, and overall site management, and seek additional  
154 community input, ideas and concerns.
- 155 3., maintain the CENTER's infrastructure and amenities, pay for  
156 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. 5<sup>th</sup> 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