SECOND AMENDED AND RESTATED LEASE/LICENSE AGREEMENT

This Second Amended and Restated Lease/License Agreement ("Lease" or "License") is made and entered into as of the 17th day of April 2025, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Homeward Bound of the Grand Valley, hereinafter referred to as "Lessee". The City and the Lessee may be referred to collectively as the Parties.

Recitals.

A. On November 15, 2023, the Grand Junction City Council adopted and approved Resolution 103-23. By and with that action the City as the owner of the real property at 261 Ute Avenue ("Property") Grand Junction, Colorado, agreed to lease the Property to the Lessee. That agreement was memorialized by and with a Lease/License Agreement entered into by the Parties on December 18, 2023. That Lease/License is referred to as the 2023 Agreement. This Amended and Restated Lease/License Agreement is referred to as the 2024 Agreement.

B. The Lessee has been using the Property for the purposes contemplated by the 2023 Agreement, however, for a variety of reasons the Parties have agreed to enter into the 2024 Agreement by which the Lessee will conduct its operations on the Property in accordance with the Site Plan and the Beneficiary Agreement heretofore established by and between the Parties. The Beneficiary Agreement is attached hereto and incorporated herein by reference as if fully set forth.

C. On March 31, 2025 the City Council considered a request to amend the 2024 Agreement to extend the term an additional 90 days. That request was not approved; however, the City Council unanimously agreed to amend the 2024 Agreement to inter alia extend the term, subject to and on condition of modification of the frequency and hours services are delivered at the Property.

D. Homeward Bound, United Way and other service providers have been using the Property for the purposes contemplated by the 2024 Agreement; however, for a variety of reasons the 2024 Agreement is being amended and restated to provide for termination of the Lease by no later than June 30, 2025. The Second Amended and Restated Lease/License Agreement is referred to as the 2025 Agreement.

E. At the March 31, 2025, City Council meeting Homeward Bound, United Way, and Mutual Aid Partners expressed understanding of, and agreement with the extension and modified terms of service.

NOW, THEREFORE, in consideration of the Recitals above and the terms, covenants and conditions contained herein, the Parties hereto agree as follows:

1. Grant and Acceptance of Lease. The City hereby Amends and Restates the 2024 Agreement as provided herein and confirms its lease of the Property to Lessee, and Lessee hereby accepts and leases the Property from the City, for the amended term stated in paragraph 2 below and for the specific purposes and uses of the Property in accordance with the terms and conditions of this 2025 Agreement.

2. Term. The term of this Lease shall commence on April 17, 2025, and shall continue through no later than June 30, 2025, at which time this Lease shall expire, unless sooner terminated.

3. Reservations from Lease. The City reserves from this Lease and retains unto itself:

a. all oil, gas coal and other minerals and mineral rights underlying and/or appurtenant to the Property;

b. all rights to grant, sell, bargain, convey and dedicate any ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easement(s) for the City's planned reuse of the Property, so long as such action will not interfere with Lessee's use and enjoyment of the Property for the purposes set forth in this Lease and other terms of understanding and agreement;

c. the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for the conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessee may have to compensation, including claims for damages, as a result of any condemnation.

4. No Rent.

4.1 The Parties agree that the Lessee is not required to pay the City rent; however, it is required to provide and perform certain services in support of the Award and the purposes for which the award has been given all as more particularly described in the Beneficiary Agreement. Lessee's full and faithful performance of the Agreement shall constitute due and adequate consideration for the Lessee's use of the Property.

4.2 In the event the Lessee substantially fails to perform, subject to the provisions of this 2025 Agreement, this Lease may terminate as provided in paragraph 9 and the City may immediately retake possession of the Property.

5. Lessee's Use and Occupancy of the Property. Lessee's use and occupancy of the Property, as the same was amended and described by the 2024 Agreement, shall be in accordance with the Site Plan and other terms of understanding and agreement;

6. Duties and Obligations of Lessee. As consideration for the Lease and to occupy and use the Property, Lessee shall, at no cost or expense to the City:

6.1 provide and perform certain services in support of the Award and the purposes for which the award has been given all as more particularly described in the Beneficiary Agreement.

6.2 Construct and maintain the pavilion facility, gates, fencing and Site improvements as shown on the Site Plan,

6.3 Maintain all aspects of the Property and keep the Property in a clean, safe, and healthy condition and in compliance with all applicable codes, ordinances, regulations, rules, and orders,

6.4 Timely pay any and all real estate, use and possessory taxes which may be levied upon and against the Property and any taxes or assessments levied against the personal property of Lessee or any other leasehold interest acquired by Lessee under the 2023, 2024, and 2025 Agreement(s),

6.5 Forever waive and forego any claim, cause of action or demand Lessee may have against the City, its officers, employees, agents and assets for injury to or destruction of any property of Lessee or any other party that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessee or any other person; and to indemnify, defend and hold the City and the City's officers, employees, agents and assets harmless from any and all fines, suits, procedures, claims, damages, actions, costs and expenses of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) in any manner arising out of or resulting from Lessee's use, occupancy, maintenance and improvement of the Property.

6.6 Not violate nor permit to be violated any code, rule, regulation or order pertaining to the use, application, transportation, and storage of any hazardous, toxic, or regulated substance or material, including, but not limited to, herbicides, pesticides, and petroleum products. Lessee agrees that any spill, excessive accumulation or violation of any code, rule, regulation or order pertaining to the use, application, transportation and storage of any such material or substance shall be reported immediately to the City. Lessee further agrees that all costs and responsibilities for cleaning, removing and abating any violation pursuant to this paragraph shall be borne solely by Lessee.

6.7 Purchase and at all times during the term of this Lease maintain in effect suitable comprehensive general liability and hazard insurance which will protect the City and the City's officers, employees, agents, and assets from liability in the event of loss of life, personal injury or property damage suffered by any person or persons on, about or using the Property, including Lessee. Such insurance policy(ies) shall have terms and amounts approved by the City's Risk Manager. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of One Million Dollars ($1,000,000.00), combined single limit. The certificate of insurance must be deposited with the City and must designate "The City of Grand Junction, its officers, employees, agents and assets" as additional insureds. If a policy approved by the City's Risk Manager is not at all times in full force and effect during the term of this Lease, this Lease shall automatically terminate.

7. Hazardous Substances.

7.1 The term "Hazardous Substances", as used in this Lease, shall mean any substance which is: defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority; a

petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law. The term "Environmental Law", as used in this Lease, shall mean each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

7.2 Lessee shall not cause or permit to occur by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees, or employees:

a. any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or

b. the use, generation, accidental or uncontrolled release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance, or regulation either now in force or hereafter enacted.

8. Condition of the Property.

8.1 Lessee affirms that Lessee has inspected the Property and has received the Property in good order and condition. Lessee further affirms that the condition of the Property is sufficient for the purposes of Lessee. The City makes no warranties nor promises, either express or implied, that the Property is sufficient for the purposes of Lessee.

8.2 In the event the Property is damaged due to fire, flood or any other act of nature or casualty, or if the Property is damaged to the extent that it is no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessee's sole and absolute risk.

9. Default, Sublet, Termination.

9.1 Should Lessee: (a) default in the performance of Lessee's agreements, duties or obligations set forth under this Lease and such default, as determined by the City in its sole discretion constitutes a public health or safety emergency, or (b) abandon or vacate the Property, or (c) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed, the City may, at the City's option, cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction, in whole or in part, of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry, the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at

a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s), fees, assessments or the covenants and agreements to be performed by Lessee for the full term of this Lease; and upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

9.2 Except as otherwise provided in 9.1, if Lessee is in default in the performance of any term, condition, duty or obligation of this Lease, and such default does not constitute a public health or safety emergency as determined by the City in its sole discretion and any such default continues for a period of fourteen (14) days after written notice thereof is given by the City to Lessee, the City may, at its option, terminate this Lease. If Lessee fails within any such fourteen (14) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of fourteen (14) days to remedy with respect to a subsequent similar default, but rather, Lessee's rights shall, with respect to a subsequent similar default terminate upon the giving of notice by the City.

9.3 Lessee shall not assign or sublease this Lease or any right or privilege connected therewith, or allow any other person, except as provided herein and except the employees of Lessee, to occupy the Property or any part thereof. Any attempted assignment, sublease or permission to occupy the Property conveyed by Lessee shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval of the City; however, the City may terminate this Lease on 14 days prior notice prior to expiration of the Term if the City offers the Lessee an alternative location.

10. Miscellaneous Provisions.

10.1 The City, by entering into this Lease, does not part with its entire possession of the Property, but only so far as is necessary to enable Lessee to use and occupy the Property and to carry out the duties, obligations, terms, and provisions of this Lease. The City reserves the right to at reasonable times have its officers, employees and agents enter into and upon the Property and every part thereof and to do such acts and things as may be deemed necessary for the protection of the City's interests therein.

10.2 It is expressly agreed that this Lease is one of lease and not of partnership. The City shall not be or become responsible for lost profits, lost opportunities or any debts contracted by Lessee. Lessee shall keep the Property free from any and all liens whatsoever, including, but not limited to, liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessee shall save, indemnify and hold the City and the City's officers, employees, agents and assets harmless against all liability and loss, and against all claims or actions based upon or arising

out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the duties, obligations, terms and conditions of this Lease or the conditions created thereby, or based upon any violation of any statute, ordinance, code, rule or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City and the City's officers, employees, agents and assets harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

10.3 Lessee shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security any of Lessee's interest in any portion of the Property.

10.4 As agreed to by the Parties the improvements placed upon, under or about the Property or attached to the Property by Lessee shall not be or become part of the Property and shall be the sole and separate property of the Lessee, subject to conveyance by the Lessee to City upon the expiration or termination of this Lease.

11. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, peaceably surrender the Property to City in good order, condition and state of repair. In the event Lessee fails, for whatever reason, to vacate and peaceably surrender the Property upon the expiration or termination of this Lease, Lessee agrees that Lessee shall pay to the City the sum of $100.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said $100.00 daily fee is an appropriate penalty amount.

12. Consideration, Enforcement, Partial Invalidity, Governing Law.

12.1 The Parties acknowledge and agree that there is adequate consideration for the making and enforcement of this Amended and Restated Lease/License (2024 Agreement) and that the Lessee has agreed to the amended terms/waives any objection to amendment for which consideration may not be separately stated or identified.

12.2 In the event the City uses its Attorney or engages an attorney to enforce the City's rights hereunder, Lessee agrees to pay any and all attorney fees, plus costs, including the costs of any experts.

12.3 The invalidity of any portion of this Lease shall not affect the validity of any other provision contained herein. In the event any provision of this Lease is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision(s).

12.4 This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained herein shall be in Mesa County, Colorado.

13. Notices. All notices to be given with respect to this Lease shall be in writing delivered either by United States mail or personally by hand or by courier service, as follows:

To the City:
City of Grand Junction
Attn: City Manager
250 North 5th Street
Grand Junction, CO 81501-2668

With Copy to:
City of Grand Junction
Attn: City Attorney
250 North 5th Street
Grand Junction, CO 81501-2668

To Lessee:

HOMEWARD BOUND OF THE GRAND VALLEY
562 29 Road
Attn: Rick Smith, Executive Director
Grand Junction, CO 81501

All notices shall be deemed given: (a) if sent by mail, when deposited in the mail, or (b) if delivered by hand or courier service, when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

14. Legal Counsel/Ambiguities. The City and Lessee have each obtained the advice of its/their own legal and tax counsel regarding this Lease or has knowingly declined to do so. Therefore, the Parties agree that the rule of construing ambiguities against the drafter shall have no application to this Lease.

The Parties hereto have each executed and entered into this 2025 Agreement as the Second Amended and Restated Lease/License as of the day and year first above written.

Attest:

Selestina Sandoval
City Clerk

The City of Grand Junction,
a Colorado home rule municipality

Michael P. Bennett
City Manager

HOMEWARD BOUND OF THE GRAND VALLEY

Rick Smith
Rick Smith (Apr 10, 2025 08:47 MDT)

Rick Smith
Executive Director

EXHIBIT A

AMENDED AND RESTATED DESCRIPTION OF THE PROPERTY

A portion of the 2nd Street, Ute Avenue and 3rd Street Rights-of-Way as dedicated on the Plat of Part of Second Division Resurvey, as Amended same as recorded at Reception Number 80773, City of Grand Junction, County of Mesa, State of Colorado being the approximate area not being used for roadway and being more particularly described as follows;

Beginning at the southwest corner of Lot 1, Block 142 of said Plat whence the northwest corner of said Lot 1 bears N0°03'14"E with all other bearings relative thereto; thence N89°55'37"W a distance of 8.02'; thence N0°03'14"E a distance of 148.60 feet; thence N89°59'39"E a distance of 432.90 feet; thence S0°05'51"W a distance of 149.20 feet; thence N89°55'37"W a distance of 22.99 feet to the southeast corner of Lot 16, Block 142 of said Plat; thence along the boundary of said Block 142 the following three (3) courses:

1) N0°05'51"E a distance of 126.08 feet;
2) S89°59'39"W a distance of 401.86 feet;
3) S0°03'14"W 125.52 feet to the point of beginning.

Containing 13,902 Square Feet or 0.32 Acres more or less.

AMENDED AND RESTATED LEASE/LICENSE AGREEMENT

This Amended and Restated Lease/License Agreement ("Lease" or "License") is made and entered into as of the 5th day of December 2024, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Homeward Bound of the Grand Valley, hereinafter referred to as "Lessee". The City and the Lessee may be referred to collectively as the Parties.

Recitals.

A. On November 15, 2023, the Grand Junction City Council adopted and approved Resolution 103-23. By and with that action the City as the owner of the real property at 261 Ute Avenue ("Property") Grand Junction, Colorado, agreed to lease the Property to the Lessee. That agreement was memorialized by and with a Lease/License Agreement entered into by the Parties on December 18, 2023. That Lease/License is referred to as the 2023 Agreement. This Amended and Restated Lease/License Agreement is referred to as the 2024 Agreement.

B. The Lessee has been using the Property for the purposes contemplated by the 2023 Agreement, however, for a variety of reasons the Parties have agreed to enter into the 2024 Agreement by which the Lessee will conduct its operations on the Property in accordance with the Site Plan and the Beneficiary Agreement heretofore established by and between the Parties. The Beneficiary Agreement is attached hereto and incorporated herein by reference as if fully set forth.

NOW, THEREFORE, in consideration of the Recitals above and the terms, covenants and conditions contained herein, the Parties hereto agree as follows:

1. Grant and Acceptance of Lease. The City hereby Amends and Restates the 2023 Agreement as provided herein and confirms its lease of the Property to Lessee, and Lessee hereby accepts and leases the Property from the City, for the amended term stated in paragraph 2 below and for the specific purposes and uses of the Property in accordance with the terms and conditions of this 2024 Agreement.

2. Term. The term of this Lease shall commence on December 5, 2024, and shall continue through April 15, 2025, at which time this Lease shall expire, unless sooner terminated.

3. Reservations from Lease. The City reserves from this Lease and retains unto itself:

a. all oil, gas coal and other minerals and mineral rights underlying and/or appurtenant to the Property;

b. all rights to grant, sell, bargain, convey and dedicate any ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easement(s) for the City's planned reuse of the Property, so long as such action will not interfere with Lessee's use and enjoyment of the Property for the purposes set forth in this Lease and the Agreement;

c. the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for the conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessee may have to compensation, including claims for damages, as a result of any condemnation.

4. No Rent.

4.1 The Parties agree that the Lessee is not required to pay the City rent; however, it is required to provide and perform certain services in support of the Award and the purposes for which the award has been given all as more particularly described in the Beneficiary Agreement. Lessee's full and faithful performance of the Agreement shall constitute due and adequate consideration for the Lessee's use of the Property.

4.2 In the event the Lessee substantially fails to perform, subject to the provisions of this 2024 Agreement, this Lease may terminate as provided in paragraph 9 and the City may immediately retake possession of the Property.

5. Lessee's Use and Occupancy of the Property. Lessee's use and occupancy of the Property shall be in accordance with the Site Plan and the Agreement.

6. Duties and Obligations of Lessee. As consideration for the Lease and to occupy and use the Property, Lessee shall, at no cost or expense to the City:

6.1 provide and perform certain services in support of the Award and the purposes for which the award has been given all as more particularly described in the Beneficiary Agreement.

6.2 Construct and maintain the pavilion facility, gates, fencing and Site improvements as shown on the Site Plan,

6.3 Maintain all aspects of the Property and keep the Property in a clean, safe, and healthy condition and in compliance with all applicable codes, ordinances, regulations, rules, and orders,

6.4 Timely pay any and all real estate, use and possessory taxes which may be levied upon and against the Property and any taxes or assessments levied against the personal property of Lessee or any other leasehold interest acquired by Lessee under the 2023 and 2024 Agreement(s),

6.5 Forever waive and forego any claim, cause of action or demand Lessee may have against the City, its officers, employees, agents and assets for injury to or destruction of any property of Lessee or any other party that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessee or any other person; and to indemnify, defend and hold the City and the City's officers, employees, agents and assets harmless from any and all fines, suits, procedures, claims, damages, actions, costs and expenses of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) in any

manner arising out of or resulting from Lessee's use, occupancy, maintenance and improvement of the Property.

6.6 Not violate nor permit to be violated any code, rule, regulation or order pertaining to the use, application, transportation, and storage of any hazardous, toxic, or regulated substance or material, including, but not limited to, herbicides, pesticides, and petroleum products. Lessee agrees that any spill, excessive accumulation or violation of any code, rule, regulation or order pertaining to the use, application, transportation and storage of any such material or substance shall be reported immediately to the City. Lessee further agrees that all costs and responsibilities for cleaning, removing and abating any violation pursuant to this paragraph shall be borne solely by Lessee.

6.7 Purchase and at all times during the term of this Lease maintain in effect suitable comprehensive general liability and hazard insurance which will protect the City and the City's officers, employees, agents, and assets from liability in the event of loss of life, personal injury or property damage suffered by any person or persons on, about or using the Property, including Lessee. Such insurance policy(ies) shall have terms and amounts approved by the City's Risk Manager. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of One Million Dollars ($1,000,000.00), combined single limit. The certificate of insurance must be deposited with the City and must designate "The City of Grand Junction, its officers, employees, agents and assets" as additional insureds. If a policy approved by the City's Risk Manager is not at all times in full force and effect during the term of this Lease, this Lease shall automatically terminate.

7. Hazardous Substances.

7.1 The term "Hazardous Substances", as used in this Lease, shall mean any substance which is: defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority; a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law. The term "Environmental Law", as used in this Lease, shall mean each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

7.2 Lessee shall not cause or permit to occur by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees, or employees:

a. any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or

b. the use, generation, accidental or uncontrolled release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance, or regulation either now in force or hereafter enacted.

8. Condition of the Property.

8.1 Lessee affirms that Lessee has inspected the Property and has received the Property in good order and condition. Lessee further affirms that the condition of the Property is sufficient for the purposes of Lessee. The City makes no warranties nor promises, either express or implied, that the Property is sufficient for the purposes of Lessee.

8.2 In the event the Property is damaged due to fire, flood or any other act of nature or casualty, or if the Property is damaged to the extent that it is no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessee's sole and absolute risk.

9. Default, Sublet, Termination.

9.1 Should Lessee: (a) default in the performance of Lessee's agreements, duties or obligations set forth under this Lease and such default, as determined by the City in its sole discretion constitutes a public health or safety emergency, or (b) abandon or vacate the Property, or (c) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed, the City may, at the City's option, cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction, in whole or in part, of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry, the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s), fees, assessments or the covenants and agreements to be performed by Lessee for the full term of this Lease; and upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

9.2 Except as otherwise provided in 9.1, if Lessee is in default in the performance of any term, condition, duty or obligation of this Lease, and such default does not constitute a public health or safety emergency as determined by the City in its sole discretion and any such default continues for a period of fourteen (14) days after written notice thereof is given by the City to Lessee, the City may, at its option, terminate this Lease. If Lessee fails within any such fourteen (14) day period to

remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of fourteen (14) days to remedy with respect to a subsequent similar default, but rather, Lessee's rights shall, with respect to a subsequent similar default terminate upon the giving of notice by the City.

9.3 Lessee shall not assign or sublease this Lease or any right or privilege connected therewith, or allow any other person, except as provided herein and except the employees of Lessee, to occupy the Property or any part thereof. Any attempted assignment, sublease or permission to occupy the Property conveyed by Lessee shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval of the City; however, the City may terminate this Lease on 14 days prior notice prior to expiration of the Term if the City offers the Lessee an alternative location.

10. Miscellaneous Provisions.

10.1 The City, by entering into this Lease, does not part with its entire possession of the Property, but only so far as is necessary to enable Lessee to use and occupy the Property and to carry out the duties, obligations, terms, and provisions of this Lease. The City reserves the right to at reasonable times have its officers, employees and agents enter into and upon the Property and every part thereof and to do such acts and things as may be deemed necessary for the protection of the City's interests therein.

10.2 It is expressly agreed that this Lease is one of lease and not of partnership. The City shall not be or become responsible for lost profits, lost opportunities or any debts contracted by Lessee. Lessee shall keep the Property free from any and all liens whatsoever, including, but not limited to, liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessee shall save, indemnify and hold the City and the City's officers, employees, agents and assets harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the duties, obligations, terms and conditions of this Lease or the conditions created thereby, or based upon any violation of any statute, ordinance, code, rule or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City and the City's officers, employees, agents and assets harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

10.3 Lessee shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security any of Lessee's interest in any portion of the Property.

10.4 As agreed to by the Parties the improvements placed upon, under or about the Property or attached to the Property by Lessee shall not be or become part of the Property and shall be the sole and separate property of the Lessee, subject to conveyance by the Lessee to City upon the expiration or termination of this Lease.

11. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, peaceably surrender the Property to City in good order, condition and state of repair. In the event Lessee fails, for whatever reason, to vacate and peaceably surrender the Property upon the expiration or termination of this Lease, Lessee agrees that Lessee shall pay to the City the sum of $100.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said $100.00 daily fee is an appropriate penalty amount.

12. Consideration, Enforcement, Partial Invalidity, Governing Law.

12.1 The Parties acknowledge and agree that there is adequate consideration for the making and enforcement of this Amended and Restated Lease/License (2024 Agreement) and that the Lessee has agreed to the amended terms/waives any objection to amendment for which consideration may not be separately stated or identified.

12.2 In the event the City uses its Attorney or engages an attorney to enforce the City's rights hereunder, Lessee agrees to pay any and all attorney fees, plus costs, including the costs of any experts.

12.3 The invalidity of any portion of this Lease shall not affect the validity of any other provision contained herein. In the event any provision of this Lease is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision(s).

12.4 This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained herein shall be in Mesa County, Colorado.

13. Notices. All notices to be given with respect to this Lease shall be in writing delivered either by United States mail or personally by hand or by courier service, as follows:

To the City:
City of Grand Junction
Attn: City Manager
250 North 5th Street
Grand Junction, CO 81501-2668

With Copy to:
City of Grand Junction
Attn: City Attorney
250 North 5th Street
Grand Junction, CO 81501-2668

To Lessee:

HOMEWARD BOUND OF THE GRAND VALLEY
562 29 Road
Attn: Rick Smith, Executive Director
Grand Junction, CO 81501

All notices shall be deemed given: (a) if sent by mail, when deposited in the mail, or (b) if delivered by hand or courier service, when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

14. Legal Counsel/Ambiguities. The City and Lessee have each obtained the advice of its/their own legal and tax counsel regarding this Lease or has knowingly declined to do so. Therefore, the Parties agree that the rule of construing ambiguities against the drafter shall have no application to this Lease.

The Parties hereto have each executed and entered into this 2024 Agreement as the Amended and Restated Lease/License as of the day and year first above written.

Attest:

Selestina Sandoval
City Clerk

The City of Grand Junction,
a Colorado home rule municipality

Andrea Phillips
Interim City Manager

HOMEWARD BOUND OF THE GRAND VALLEY

Rick Smith
Executive Director

EXHIBIT A

AMENDED AND RESTATED DESCRIPTION OF THE PROPERTY

A portion of the 2nd Street, Ute Avenue and 3rd Street Rights-of-Way as dedicated on the Plat of Part of Second Division Resurvey, as Amended same as recorded at Reception Number 80773, City of Grand Junction, County of Mesa, State of Colorado being the approximate area not being used for roadway and being more particularly described as follows;

Beginning at the southwest corner of Lot 1, Block 142 of said Plat whence the northwest corner of said Lot 1 bears N0°03'14"E with all other bearings relative thereto; thence N89°55'37"W a distance of 8.02'; thence N0°03'14"E a distance of 148.60 feet; thence N89°59'39"E a distance of 432.90 feet; thence S0°05'51"W a distance of 149.20 feet; thence N89°55'37"W a distance of 22.99 feet to the southeast corner of Lot 16, Block 142 of said Plat; thence along the boundary of said Block 142 the following three (3) courses:

1) N0°05'51"E a distance of 126.08 feet;
2) S89°59'39"W a distance of 401.86 feet;
3) S0°03'14"W 125.52 feet to the point of beginning.

Containing 13,902 Square Feet or 0.32 Acres more or less.

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

and

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

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

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

[1] 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

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

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

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

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

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

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

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

4. REPORTING REQUIREMENTS

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

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

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

6. TERMINATION

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

7. INDEPENDENT CONTRACTOR

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

9. COMPLIANCE WITH LAWS AND GUIDELINES

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

10. MAINTENANCE AND AUDIT OF RECORDS

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

11. NOTICES

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

BENEFICIARY

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

CITY

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

12. IMPROPER INFLUENCE

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

13. CONFLICT OF INTEREST

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

14. TIME

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

15. SURVIVAL

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

16. AMENDMENT

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

17. GOVERNING LAW; VENUE

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

18. NON-WAIVER

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

19. BINDING EFFECT

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

20. ASSIGNMENT

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

21. ENTIRE AGREEMENT

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

22. NO THIRD-PARTY BENEFICIARIES

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

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

23. SEVERABILITY

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

24. AUTHORIZATION

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

HOMEWARD BOUND OF THE GRAND VALLEY INC. – BENEFICIARY

By: _____ Date: Dec. 15, 2023

Executive Director

By: _____ Date: Dec. 18, 2023

CHAIR OF the Board

City of Grand Junction Colorado - CITY

By: _____ Date: 12/15/2023

Greg Caton
City Manager

LEASE/LICENSE AGREEMENT

This Lease/License Agreement ("Lease" or "License") is made and entered into as of the 18th Day of December 2023, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Homeward Bound of the Grand Valley, hereinafter referred to as "Lessee". The City and the Lessee may be referred to collectively as the Parties.

Recitals.

A. The City is the owner of certain real property in the Grand Junction, Mesa County, Colorado, commonly known as 261 Ute Avenue and legally described on **Exhibit A** and as depicted on Exhibit B (Site Plan) attached hereto and incorporated herein by reference as if fully set forth, hereinafter referred to as "the Property".

B. Lessee desires to lease from the City the Property under the terms and conditions of this Lease Agreement for the construction and operation of an 8400 square foot non-permanent structure, together with the placement and use of a restroom/shower trailer, all as shown and described on the Site Plan.

C. The City has agreed to lease the Property to Lessee and license it to use the same under the terms and conditions of this Lease and the Beneficiary Agreement (Agreement) by and between the Parties. The Agreement is attached hereto and incorporated herein by reference as if fully set forth.

NOW, THEREFORE, in consideration of the Recitals above and the terms, covenants and conditions contained herein, the Parties hereto agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases the Property to Lessee, and Lessee hereby accepts and leases the Property from the City, for the term stated in paragraph 2 below and for the specific purposes and uses of the Property in accordance with the terms and conditions of this Lease and the Agreement.

2. Term. The term of this Lease shall commence on December 18, 2023, and shall continue through April 15, 2026 at which time this Lease shall expire.

3. Reservations from Lease. The City reserves from this Lease and retains unto itself:

a. all oil, gas coal and other minerals and mineral rights underlying and/or appurtenant to the Property;

b. all rights to grant, sell, bargain, convey and dedicate any ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easement(s) for the City's planned reuse of the Property, so long as such action will not interfere with Lessee's use and enjoyment of the Property for the purposes set forth in this Lease and the Agreement;

c. the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in

whole or in part, even if such taking is made by and/or for the purposes of the City, or for the conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessee may have to compensation, including claims for damages, as a result of any condemnation.

4. No Rent.

4.1 The Parties agree that the Lessee is not required to pay the City rent; however, it is required to provide and perform certain services in support of the Award and the purposes for which the award has been given all as more particularly described in the Beneficiary Agreement (Agreement) by and between the Parties. Lessee's full and faithful performance of the Agreement shall constitute due and adequate consideration for the Lessee's use of the Property.

4.2 In the event the Lessee substantially fails to perform, subject to the provisions of paragraph 9, this Lease may terminate without notice and the City may immediately retake possession of the Property.

5. Lessee's Use and Occupancy of the Property. Lessee's use and occupancy of the Property shall be in accordance with the Site Plan and the Agreement.

6. Specific Duties and Obligations of Lessee. As consideration for the Lease and to occupy and use the Property, Lessee shall, at no cost or expense to the City:

6.1 Install gates and fencing as shown on the Site Plan,

6.2 Construct the pavilion facility,

6.3 Maintain all aspects of the Property and keep the Property in a clean, safe, and healthy condition and in compliance with all applicable codes, ordinances, regulations, rules, and orders,

6.4 Timely pay any and all real estate, use and possessory taxes which may be levied upon and against the Property and any taxes or assessments levied against the livestock and other personal property of Lessee or any other leasehold interest acquired by Lessee under this Lease,

6.5 Forever waive and forego any claim, cause of action or demand Lessee may have against the City, its officers, employees, agents and assets for injury to or destruction of any property of Lessee or any other party that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessee or any other person; and to indemnify, defend and hold the City and the City's officers, employees, agents and assets harmless from any and all fines, suits, procedures, claims, damages, actions, costs and expenses of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) in any manner arising out of or resulting from Lessee's use, occupancy, maintenance and improvement of the Property.

6.6 Not violate nor permit to be violated any code, rule, regulation or order pertaining to the use, application, transportation, and storage of any hazardous, toxic, or regulated substance or material, including, but not limited to, herbicides, pesticides, and

petroleum products. Lessee agrees that any spill, excessive accumulation or violation of any code, rule, regulation or order pertaining to the use, application, transportation and storage of any such material or substance shall be reported immediately to the City. Lessee further agrees that all costs and responsibilities for cleaning, removing and abating any violation pursuant to this paragraph shall be borne solely by Lessee.

6.7 Purchase and at all times during the term of this Lease maintain in effect suitable comprehensive general liability and hazard insurance which will protect the City and the City's officers, employees, agents, and assets from liability in the event of loss of life, personal injury or property damage suffered by any person or persons on, about or using the Property, including Lessee. Such insurance policy(ies) shall have terms and amounts approved by the City's Risk Manager. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of One Million Dollars ($1,000,000.00), combined single limit. The certificate of insurance must be deposited with the City and must designate "The City of Grand Junction, its officers, employees, agents and assets" as additional insureds. If a policy approved by the City's Risk Manager is not at all times in full force and effect during the term of this Lease, this Lease shall automatically terminate.

7. Hazardous Substances.

7.1 The term "Hazardous Substances", as used in this Lease, shall mean any substance which is: defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority; a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law. The term "Environmental Law", as used in this Lease, shall mean each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

7.2 Lessee shall not cause or permit to occur by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees, or employees:

a. any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or

b. the use, generation, accidental or uncontrolled release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance, or regulation either now in force or hereafter enacted.

8. Condition of the Property.

8.1 Lessee affirms that Lessee has inspected the Property and has received the Property in good order and condition. Lessee further affirms that the condition of the Property is sufficient for the purposes of Lessee. The City makes no warranties nor promises, either express or implied, that the Property is sufficient for the purposes of Lessee.

8.2 In the event the Property is damaged due fire, flood or any other act of nature or casualty, or if the Property is damaged to the extent that it is no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessee's sole and absolute risk.

9. Default, Sublet, Termination.

9.1 Should Lessee: (a) default in the performance of Lessee's agreements, duties or obligations set forth under this Lease and any such default continue for a period of thirty (30) days after written notice thereof is given by the City to Lessee, or (b) abandon or vacate the Property, or (c) suffer death, or (d) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed, the City may, at the City's option, cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction, in whole or in part, of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry, the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s), fees, assessments or the covenants and agreements to be performed by Lessee for the full term of this Lease; and upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

9.2 Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any term, condition, duty or obligation of this Lease, the City may, at its option, terminate this Lease upon giving thirty (30) days written notice. If Lessee fails within any such thirty (30) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of thirty (30) days to remedy with respect to a subsequent similar default, but rather, Lessee's rights shall, with respect to a subsequent similar default terminate upon the giving of notice by the City.

9.3 Lessee shall not assign or sublease this Lease or any right or privilege connected therewith, or allow any other person, except as provided herein and except

the employees of Lessee, to occupy the Property or any part thereof. Any attempted assignment, sublease or permission to occupy the Property conveyed by Lessee shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval of the City.

10. Miscellaneous Provisions.

10.1 The City, by entering into this Lease, does not part with its entire possession of the Property, but only so far as is necessary to enable Lessee to use and occupy the Property and to carry out the duties, obligations, terms, and provisions of this Lease. The City reserves the right to at reasonable times have its officers, employees and agents enter into and upon the Property and every part thereof and to do such acts and things as may be deemed necessary for the protection of the City's interests therein.

10.2 It is expressly agreed that this Lease is one of lease and not of partnership. The City shall not be or become responsible for lost profits, lost opportunities or any debts contracted by Lessee. Lessee shall keep the Property free from any and all liens whatsoever, including, but not limited to, liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessee shall save, indemnify and hold the City and the City's officers, employees, agents and assets harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the duties, obligations, terms and conditions of this Lease or the conditions created thereby, or based upon any violation of any statute, ordinance, code, rule or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City and the City's officers, employees, agents and assets harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

10.3 Lessee shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security any of Lessee's interest in any portion of the Property.

10.4 As agreed to by the Parties the improvements placed upon, under or about the Property or attached to the Property by Lessee shall not be or become part of the Property and shall be the sole and separate property of the Lessee, subject to conveyance by the Lessee to City upon the expiration or termination of this Lease.

11. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, peaceably surrender the Property to City in good order, condition and state of repair. In the event Lessee fails, for whatever reason, to vacate and peaceably surrender the Property upon the expiration or termination of this Lease, Lessee agrees that Lessee shall pay to the City the sum of $100.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the

event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said $100.00 daily fee is an appropriate penalty amount.

12. Enforcement, Partial Invalidity, Governing Law.

12.1 In the event the City uses its Attorney or engages an attorney to enforce the City's rights hereunder, Lessee agrees to pay any and all attorney fees, plus costs, including the costs of any experts.

12.2 The invalidity of any portion of this Lease shall not affect the validity of any other provision contained herein. In the event any provision of this Lease is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision(s).

12.3 This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained herein shall be in Mesa County, Colorado.

13. Notices. All notices to be given with respect to this Lease shall be in writing delivered either by United States mail or personally by hand or by courier service, as follows:

To the City:
City of Grand Junction
Attn: City Manager
250 North 5th Street
Grand Junction, CO 81501-2668

With Copy to:
City of Grand Junction
Attn: City Attorney
250 North 5th Street
Grand Junction, CO 81501-2668

To Lessee:

HOMEWARD BOUND OF THE GRAND VALLEY
562 29 RD
Attn: Rick Smith, Executive Director
Grand Junction, CO 81501

All notices shall be deemed given: (a) if sent by mail, when deposited in the mail, or (b) if delivered by hand or courier service, when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

14. Legal Counsel/Ambiguities. The City and Lessee have each obtained the advice of its/their own legal and tax counsel regarding this Lease or has knowingly declined to do so. Therefore, the Parties agree that the rule of construing ambiguities against the drafter shall have no application to this Lease.

The Parties hereto have each executed and entered into this Lease as of the day and year first above written.

Attest:

Amy Phillips
City Clerk

The City of Grand Junction,
a Colorado home rule municipality

Greg Caton
City Manager

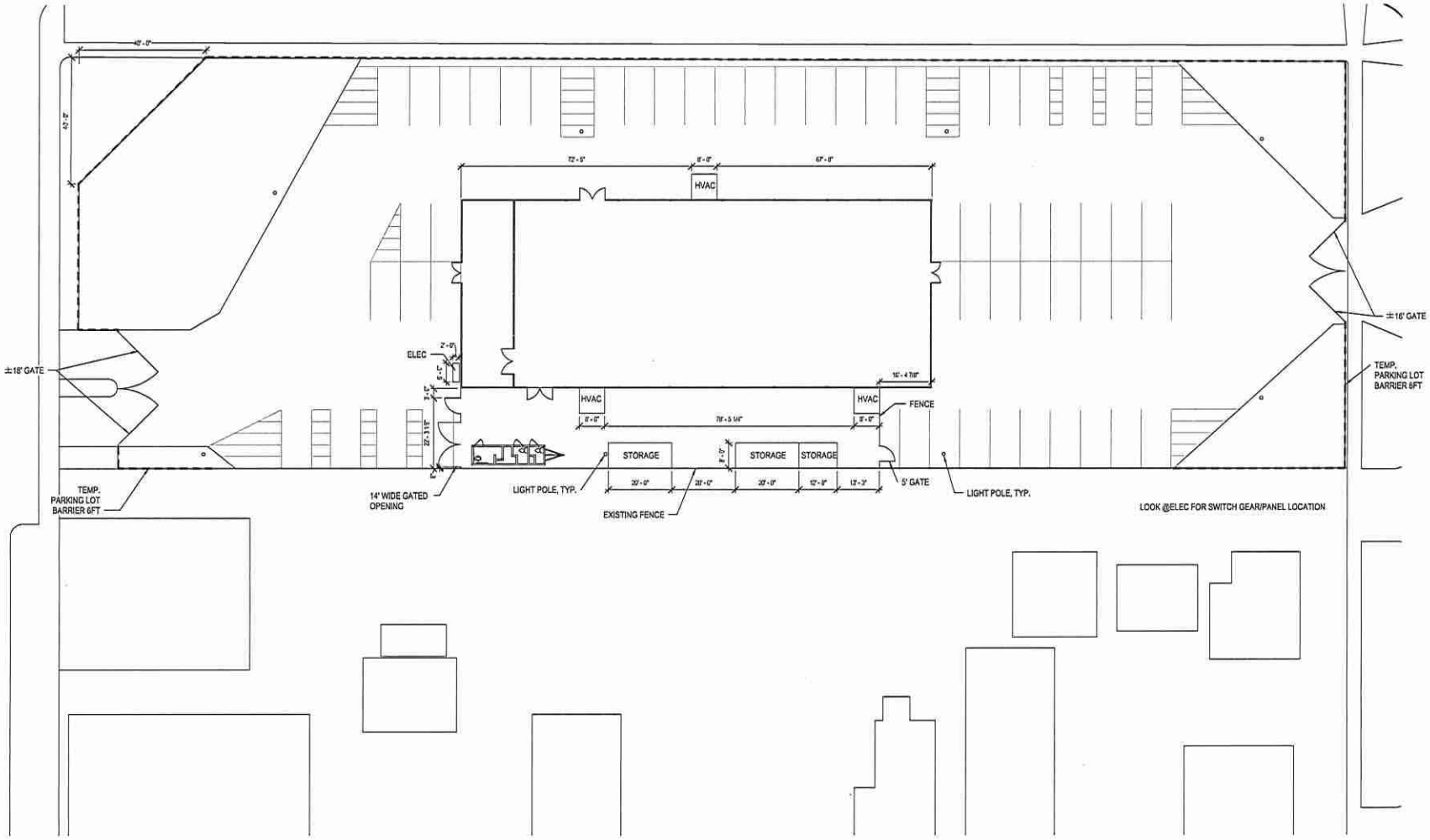
HOMEWARD BOUND OF THE GRAND VALLEY

Executive Director or ___? _

EXIBIT "A"

DESCRIPTION OF THE PROPERTY

Lots 1-16, inclusive of Block 142 City of Grand Junction.



1 A011 MAIN FLOOR - CONSTRUCTION PLAN

SNOW REMOVAL PROTOCOL:
AT ANY POINT IN TIME, DURING THE FACILITY BEING USED IN A 24HR PERIOD, WHERE SNOW ACCUMULATION IS 2 INCHES OR GREATER ON THE FABRIC ROOF THEN THE STAFF WILL HAVE HILLTOP PROPERTY SERVICES STAFF PERFORM SNOW REMOVAL. SNOW REMOVAL WILL ENTAIL THE HILLTOP STAFF DISLODGING THE SNOW FROM THE FABRIC SO THAT IT SLIDES DOWN THE ROOF SLOPE TO EDGE OF THE BUILDING. HILLTOP STAFF WILL THEN REMOVE THE SNOW FROM THE PERIMETER OF THE BUILDING SO THAT ALL ENTRIES REMAIN CLEAR AND SNOW IS NOT ALLOWED TO GATHER AT THE BASE OF THE STRUCTURE.

chamberlin
437 Main Street
Grand Junction, CO 81501
970.242.6804
chamberlinarchitects.com

NOT FOR CONSTRUCTION

Exhibit B "Site Plan"

TEMP UNHOUSED SERVICE FACILITY

261 UTE AVENUE
GRAND JUNCTION, COLORADO
81501

ARCHITECTURAL SITE PLAN

NO:	ISSUED FOR:	DATE:

PROJECT STATUS: PERMITTING

DATE: 12/08/2023
SHEET NO: A011
PROJECT NO: 2337

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

and

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

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

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

[1] 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

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

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

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

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

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

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

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

4. REPORTING REQUIREMENTS

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

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

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

6. TERMINATION

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

7. INDEPENDENT CONTRACTOR

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

9. COMPLIANCE WITH LAWS AND GUIDELINES

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

10. MAINTENANCE AND AUDIT OF RECORDS

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

11. NOTICES

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

BENEFICIARY

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

CITY

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

12. IMPROPER INFLUENCE

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

13. CONFLICT OF INTEREST

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

14. TIME

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

15. SURVIVAL

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

16. AMENDMENT

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

17. GOVERNING LAW; VENUE

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

18. NON-WAIVER

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

19. BINDING EFFECT

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

20. ASSIGNMENT

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

21. ENTIRE AGREEMENT

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

22. NO THIRD-PARTY BENEFICIARIES

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

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

23. SEVERABILITY

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

24. AUTHORIZATION

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

HOMEWARD BOUND OF THE GRAND VALLEY INC. – BENEFICIARY

By: _____ Date: Dec. 15, 2023

Executive Director

By: _____ Date: Dec. 18, 2023

CHAIR OF the Board

City of Grand Junction Colorado - CITY

By: _____ Date: 12/15/2023

Greg Caton
City Manager