

AMERICAN RESCUE PLAN ACT BENEFICIARY AGREEMENT by and between

CITY OF GRAND JUNCTION, COLORADO

and

**COLORADO MESA UNIVERSITY FOR AMERICAN RESCUE PLAN ACT (ARPA) FUNDS
FOR THE MASTER OF SOCIAL WORK STUDENT LOAN REPAYMENT PROGRAM IN
SUPPORT OF THE OFFERING OF MENTAL HEALTH PROGRAMS AND SERVICES**

THIS AGREEMENT (AGREEMENT) is made between the City of Grand Junction, a Colorado Home Rule Municipality (CITY), and COLORADO MESA UNIVERSITY FOUNDTION (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.

After review and due consideration by the City Council, the BENEFICIARY was selected to receive FUNDS in the amount of \$500,000.00 (AWARD) to support the development and implementation of a Master of Social Work (MSW) student loan repayment program which will assist Colorado Mesa University (CMU) graduates that commit to perform mental health care services in Grand Junction, all as described in the RETENTION PARTNERSHIP PROPOSAL (PROPOSAL), a copy of which is attached and incorporated by this reference as if fully set forth. With the AWARD the BENEFICIARY anticipates providing, and in turn elevating, clinical services/mental health care to local non-profit, Medicaid and/or Medicare patients and/or agencies that provide services on a sliding fee scale or charge no fees.

On February 7, 2024, the City Council approved Resolution 08-24 authorizing the expenditure of FUNDS in the amount of \$500,000.00 (AWARD) to be used by the BENEFICIARY in support of the PROPOSAL.

By and with this AGREEMENT the BENEFICIARY has committed to use the AWARD for the purposes stated in its PROPOSAL to directly address mental health and endeavor to retain service providers in the community, all as and for a public purpose.

In consideration of the foregoing RECITALS 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 purposes of the PROPOSAL.

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

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when executed by all PARTIES and remain in effect to no later than June, 2027, unless sooner terminated by the CITY in writing, or the BENEFICIARY's full and complete performance of the work/services contemplated by the PROPOSAL.

2. AWARD TO BE PAID TO BENEFICIARY

On or before March 1, 2024, the CITY will pay the BENEFICIARY in accordance with this AGREEMENT a one-time sum of \$500,000.00 (AWARD).

3. LIMITATIONS REGARDING THE 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, services and to achieve the public purposes described in the PROPOSAL.

4. REPORTING REQUIREMENTS

To ensure compliance with this AGREEMENT/the public purposes of the PROPOSAL the BENEFICIARY shall provide to the CITY a comprehensive and detailed report of all such expenditures, and shall also provide any backup documentation, as may reasonably be required by the CITY, to support the expenditures (REPORT) and the advancement of the public purpose(s). 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 the PROPOSAL and 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 the PROPOSAL.

7. INDEPENDENT CONTRACTOR

Neither the CITY nor the BENEFICIARY shall be deemed by virtue of this AGREEMENT to be engaged in an association, joint venture, or a relationship of principal and agent, or employer and employee. Except for advancing the public purpose(s) of the PROPOSAL and this AGREEMENT, 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.

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 the State and Colorado Constitutions, all federal, state, and local laws and all requirements regarding the expenditure(s) of the AWARD.

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 three (3) years following termination of this AGREEMENT. If it is determined during the course of the 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 the PROPOSAL and this AGREEMENT, or if the BENEFICIARY fails to substantially perform the work/services as provided in the PROPOSAL and 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 United 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

COLORADO MESA UNIVERSITY
FOUNDATION 1100 North Avenue
Attn: Robin Brown
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 provided in the PROPOSAL and this AGREEMENT within the Term of this AGREEMENT.

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. CIVIL RIGHTS COMPLIANCE

The BENEFICIARY shall 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.

24. 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.

25. 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.

COLORADO MESA UNIVERSITY FOUNDATION – BENEFICIARY


By: 
Robin Brown, CEO CMU Foundation

Date: 2/21/24

By: _____

Date: _____

City of Grand Junction Colorado - CITY

By: 
Greg Caton
City Manager

Date: 2/22/2024