

RESOLUTION NO. 36-95

RESOLUTION AUTHORIZING A LETTER OF AGREEMENT WITH THE RESOURCE
CENTER FOR THE ADMINISTRATION OF ADDITIONAL COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

WHEREAS, the City of Grand Junction, on behalf of The Resource Center was the governmental sponsor for \$100,000 in Community Development Block Grant funds for the Housing Program (CDBG contract #94-944); and

WHEREAS, the State of Colorado has approved an additional \$20,000 in Community Development Block Grant funds for the Housing Program; and

WHEREAS, the City of Grand Junction, as the governmental sponsor, will again act as a pass through agent for these funds from the State of Colorado to The Resource Center.

WHEREAS, the attached letter of agreement with The Resource Center incorporates the agreements between The Resource Center and the City regarding the administration of the additional \$20,000 in funds.

NOW, THEREFORE, BE IT RESOLVED, that the Grand Junction City Council hereby authorizes the City Manager to execute the letter of agreement with The Resource Center.

PASSED and ADOPTED this 5th day of April, 1995

APPROVED:

/s/ R.T. Mantlo
President of the Council

APPROVED:

/s/ Stephanie Nye
City Clerk

March 29, 1995

Jo F. Dorris
Board President
c/o The Resource Center Inc.
1129 Colorado Avenue
Grand Junction, CO 81501

Dear Ms. Dorris:

This letter is written to confirm and memorialize an agreement between the City of Grand Junction and The Resource Center regarding amendment to CDBG Contract #94-944 and the acceptance of an additional \$20,000 in grant funds. The amendment shall be referred to as the "first amendment" or "amendment" for the purposes of this agreement.

The first amendment to CDBG Contract #94-944 is a budgetary modification the terms of which are addressed in section 7-B of the Contract dated November 21, 1994, between the City and the Resource Center. All provisions and requirements of the Contract and original agreement remain intact and in force for purposes of this amendment.

The Resource Center as sub-grantee shall be the contractor for the amendment to the CDBG Contract. The Resource Center shall, in a satisfactory and proper manner, carry out all of the work elements and all of the obligations and responsibilities imposed upon the City in the amendment, which is attached hereto as Exhibit "A" and incorporated by this reference.

The time of performance shall be as specified in the amendment. Specifically, this letter of agreement shall be deemed to have been executed and shall become effective at the same time as the execution of the amendment.

The City agrees to pay the Resource Center, in consideration for the work and service to be performed as specified and subject to all the terms and conditions of the Contract and the Amendment, any and all CDBG funds received by the City from the State in connection with the Amendment, in a total amount not to exceed \$20,000.00 (twenty thousand dollars). The City shall be obligated to pay to the Resource Center only those funds which the City actually receives pursuant to the amendment. The City shall not be liable to the Resource Center for any loss or damage by virtue of the failure of the amendment or failure of the State to fund or pay over funds authorized pursuant to the amendment.

Jo F. Dorris
Board President
March 29, 1995
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If the foregoing terms and conditions represent your understanding of the terms of the first amendment to grant 94-944 please acknowledge this letter by your signature and return it to me at your earliest convenience. A fully conformed copy will be returned to you.

Should you have any questions please call me at your earliest convenience.

Jodi Romero

The Resource Center

By: _____

Attest: _____

Date _____

City of Grand Junction

By: _____

Mark K. Achen
City Manager

Attest: _____

City Clerk

Date _____