

2025 AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT is made and entered into by and between the City of Longmont (City), Colorado, a municipal corporation, and the Latino Chamber of Commerce of Boulder County, a Colorado nonprofit corporation (Latino Chamber or Contractor), effective as of the 1st day of January 2025.

WHEREAS the Latino Chamber focuses on supporting and developing Latino and minority businesses in Boulder County through increasing relationships and business partnerships, providing technical advice, promoting international trade, monitoring legislation and policies, and implementing programs that contribute to the economic development of Latino and minority businesses; and

WHEREAS the stimulation of economic growth is recognized to serve both the public interest and municipal purposes of the City by enhancing the tax base and creating employment opportunities; and

WHEREAS it is deemed advisable for the City to contract for the provision of Latino Chamber Services including networking events, leadership development, and promotion of business assistance programs to the Latino and minority communities.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed as follows:

1. **SERVICES AND DUTIES.** The Latino Chamber agrees to provide the business services, programs, and reporting requirements found in **Exhibit A: Scope of Services** on behalf of the City to established and emerging businesses that are located, or are considering locating, within the territorial limits of the City. Contractor shall not endorse or campaign for anyone running for City of Longmont elected positions.
2. **COMPENSATION.** The Latino Chamber agrees to provide the services described in Exhibit A. The City will provide \$30,000 to compensate the Latino Chamber for the services to be provided under this Agreement. The City shall pay the total \$30,000 in twelve equal monthly installments of approximately \$2,500.00 each, to be made no later than the 10th day of each month during the term of this Agreement.
3. **TERM.** This Agreement shall begin January 1, 2025, and end December 31, 2025. This Agreement may only be modified or extended by written agreement of the parties.
4. **REPORTING REQUIREMENTS.** Contractor further agrees to submit a Final Report to Assistant City Manager. The Final Report will contain complete and accurate statements of services rendered and will be signed by Contractor. The Final Report must be submitted no later than February 25th, 2026. Contractor shall also submit a mid-year report to City Council with copies provided to the Assistant City Manager. Besides any other remedies available under law, the City may decline to consider further contracts with Contractor if the Contractor does not submit its Final Report on time. Contractor shall present mid-year

and final reports to City Council at a regularly scheduled session.

5. **RELIABILITY OF REPORTS.** Contractor represents that all information Contractor has provided or will provide to the City is true and correct, and that the City can rely on such information in modifying, making payments, or taking any other action concerning this Contract. Any false or misleading material information or omission provided or caused by Contractor is just cause for the City to terminate this Contract and to pursue any other available remedies against the Contractor.
6. **AUDIT.** The City reserves the right to conduct an audit of all records related to this Contract should the City have concerns about the Contractor's performance of the services listed in Exhibit A.
7. **NON-PROFIT STATUS.** Latino Chamber, during the term hereof, agrees to remain a not-for-profit corporation dedicated to the rendition of the services described in this Agreement, and no part of the income or assets of Latino Chamber shall be distributed to, or inure to the benefit of, any individual or for any other private purpose.
8. **INDEPENDENT CONTRACTOR.** The Latino Chamber shall perform all services under this Agreement as an independent contractor and not as an agent or employee of the City. It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed in any way as establishing the relationship of co-partners or joint ventures between the parties hereto, or as construing the Latino Chamber including its agents or employees as an agent of the City. The Latino Chamber shall remain an independent and separate entity. The Latino Chamber shall not be supervised by any employee or official of the City, nor will the Latino Chamber exercise supervision over any employee or official of the City. **The Latino Chamber is not entitled to City workers' compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this Agreement, if applicable.**
9. **NO THIRD PARTY BENEFICIARIES.** None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or Latino Chamber receiving services or benefits under this Agreement shall be only an incidental beneficiary.
10. **BREACH.** In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Agreement, if the City terminates this Agreement in whole or in part due to Contractor's breach of any provision of this Agreement, Contractor shall be liable for actual and consequential damages to the City.
11. **INSURANCE.** The Contractor is solely responsible for providing any insurance including liability and casualty for the Contractor's use. The Contractor shall provide during the time of this Agreement a general liability policy with limits no less than \$1,000,000 per occurrence, covering all employees and complying with state law. Before the effective date of this Agreement, the Contractor shall present to the City's Risk Manager a certificate showing the required policy in effect. Any variance to these insurance provisions must be

approved in writing by the City's Risk Manager and will be incorporated as an addendum to this Agreement.

Contractor shall not cancel, materially change, or fail to renew insurance coverages. The Contractor shall notify the City of Longmont, Risk Manager's Office, 350 Kimbark St., Longmont, CO 80501, of any material reduction or exhaustion of aggregate limits. In the event any policy is canceled or has a material reduction of aggregate limits before final payment by City to Contractor, Contractor shall immediately procure other insurance sufficient to maintain the insurance requirements of this Agreement. If any policy lapses or is canceled before final payment by the City to the Contractor and if the Contractor fails immediately to procure other insurance as specified, the City may deem such failure to be a breach of this Agreement.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from Contractor's operation under this Agreement.

12. **CERTIFICATE OF INSURANCE.** As evidence of the insurance coverages required by this Agreement, prior to the effective date of this Agreement, Contractor shall furnish a certificate of insurance to:

City of Longmont
Attn: Doug Spight, Risk Manager's Office
350 Kimbark St.
Longmont, CO 80501

The liability certificate will name the City, its officers, agents, and employees as additional insureds. Insurance coverages required under this Agreement shall be obtained from insurance companies authorized to do business in the State of Colorado. If the Contractor is self-insured under the laws of the State of Colorado, the Contractor shall provide appropriate declarations of coverage.

13. **INDEMNITY.** The Contractor shall fully indemnify and hold the City harmless from all claims, actions, suits, liability, losses, costs, expenses, and/or damages of any kind, whatsoever, which may occur to or be suffered by any person including, but not limited to, the Contractor, its agents, employees, contractors, tenants, invitees, licensees, successors or assigns, arising out of or in connection with its use and occupation of any City facilities and/or any activities undertaken pursuant this Agreement. Upon commencement of any such suit or action against the City, the Contractor shall provide prompt notice to the City and shall defend the same at its own cost and expense. If a judgment shall be rendered against the City in such an action or suit, the Contractor shall fully satisfy the judgment within ninety (90) days after the same has been conclusively determined.
14. **GOVERNING LAW AND VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, and any action arising out of this Agreement shall be brought in the 20th Judicial District, Boulder County District Court.

15. **COMPLIANCE WITH ORDINANCES AND REGULATIONS.** The Contractor shall perform all obligations under this Agreement in strict compliance with all federal, state, and local laws, rules, statutes, charter provisions, ordinances, and regulations applicable to the performance of the Contractor's services under this Agreement. The Contractor shall not discriminate against any person on the basis of age, ancestry, color, creed, sex, race, religion, national origin, disability, sexual orientation, gender status, or as otherwise prohibited by law.
16. **TERMINATION.** This Agreement may be terminated at the sole discretion of the City for any violation by the Contractor of any of the terms and conditions of this Agreement, including the reduction or discontinuance of the services listed in **Exhibit A**.
17. **PROVISIONS CONSTRUED AS TO FAIR MEANING.** The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question.
18. **HEADINGS FOR CONVENIENCE.** All headings, captions, and titles are for convenience and reference only, and of no meaning in the interpretation or effect of this Agreement.
19. **FINANCIAL OBLIGATIONS OF CITY.** All financial obligations of the City under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Agreement shall be deemed a pledge of the City's credit or a payment guarantee by the City to the Contractor. If appropriated funds are not available, both parties shall be relieved of their obligations hereunder.
20. **WAIVER.** No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.
21. **SEVERABILITY.** Invalidation of any specific provisions of this Agreement shall not affect the validity of any other provision of this Agreement.
22. **AUTHORITY.** The parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable laws to authorize their respective signatories to sign this Agreement and to bind them to its terms.

Executed this _____ day of _____, 20__.

CITY OF LONGMONT

MAYOR

APPROVED AS TO CONTENT:

ASSISTANT CITY MANAGER

DATE

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGER

DATE

CA File: 24-003223

State of Colorado)
) ss.
County of Boulder)

I attest that the foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as the Mayor of the City of Longmont.

Witness my hand and official seal.

CITY CLERK, Notary Public

LATINO CHAMBER PRESIDENT

Notary Public

EXHIBIT A: SCOPE OF SERVICES

1. GOALS:

- 1.1. Longmont minority-owned businesses will expand and grow through the Latino Chamber of Commerce of Boulder County (LCC) providing information and resources to such businesses.
- 1.2. Continue to collaborate with Boulder County, state-wide partners, and the community to bridge the digital divide, as well as to raise awareness about federal laws and local ordinances that affect Latino and Hispanic-owned businesses.

2. PLAN: The main components of our 2025 work plan is to continue work included in our 2024 City of Longmont contractual agreement. To that end, the LCC staff will coordinate work plan activities. The 2025 LCC work plan will involve:

- 2.1. Compile and keep a record of a list of Latino and Hispanic-owned businesses in Longmont that the LCC serves. Track any referrals to other economic partners, and circle back to determine outcomes and impact, where applicable. The goal is to compile a list of businesses willing to provide economic indicator data for Latino businesses in Longmont (called out in tactics as well). The future deliverable will lead to the publication of a report on summarizing the state of Latino businesses in 2025.
- 2.2. Activities designed primarily to provide training and networking opportunities for Latino businesses and professionals. including:
 - 2.2.1. One (1) Personal Finance course to support Latino and Hispanic members of the Longmont community with financial literacy with the purpose of starting their own business.
 - 2.2.2. One (1) Digital Literacy Course in partnership with Bridging Digital Divides – Sister Carmen Community Center to support monolingual Latino and Hispanic community members with basic digital knowledge with the purpose of closing the digital gap specifically with business owners.
 - 2.2.3. Two (2) Workshops/ Webinars or Educational Sessions to facilitate the connection between Latinos and Non-Latinos with the goal of disseminating information about local, regional, and state resources related to economic or workforce opportunities.
- 2.3. To the degree possible, the LCC will participate in community cultural and business-related events to publicize the LCC and develop community support. LCC will participate in community events including but not limited to:
 - 2.3.1. City of Longmont's Cinco de Mayo
 - 2.3.2. City of Longmont's Day of the Dead
 - 2.3.3. Unity in the Community
 - 2.3.4. Longmont Startup Week
 - 2.3.5. SVVSD Innovation Center's P-TECH Job Fair

- 2.4. Two (2) Networking Opportunities for Latina and Non-Latina Women in business or professionals of Longmont with the purpose of having access to personal and professional development and local, regional and state resources.
- 2.5. One (1) Business/Cultural event where Latinos and Non-Latino community members feel welcome and small business owners of Longmont can promote and give exposure to the products or services they offer.
- 2.6. Continue and build upon the existing collaborative efforts between City of Longmont's leader organizations such as LEDP, Visit Longmont, Longmont Downtown Authority, FRCC, Sustainable Business Program and others with the LCC to create opportunities and projects in collaboration to avoid duplicating efforts.

3. TACTICS

- 3.1. Provide business-related news and information in the form of newsletters, social media, email blasts and WhatsApp Groups and regular social media repost from the City of Longmont.
- 3.2. Provide referrals to the Boulder Small Business Development Center, the City of Longmont, and other organizations in an effort to connect ten (10) Latino and Hispanic-owned businesses to government resources, rebates, and incentives to streamline business services.
- 3.3. Provide bilingual translation and interpretation services to Spanish speaking members that require assistance during webinars, one-on-one sessions, or any other LCC related programming.
- 3.4. Collaborate with Northwest Chamber Alliance and county economic vitality partners to promote networking activities and other initiatives in the city and beyond.

4. METRICS & REPORTING

- 4.1. Compile and keep a record of a list of Latino and Hispanic-owned businesses in Longmont that the LCC serves, and then circle back to determine outcomes and impact, where applicable
- 4.2. Track and report number of business educational & outreach activities
 - 4.2.1. Events & Attendees – will report on number of events, number of event attendees, and applicable results from follow-up event surveys.
 - 4.2.2. One-on-one support – will report on the number of one-on-one support sessions, the assistance provided, and the results of the sessions, where applicable.
 - 4.2.3. Referrals to economic & community partners – will report on the number of referrals, referred organizations, and results of the referrals, where applicable.
 - 4.2.4. LCC job board postings – will report on the number of job postings and results, where applicable.

- 4.2.5. Direct outreach to Latino businesses – will report on a number of outreach activities, which may include but are not limited to in-person, phone, and virtual initiatives.