

## 2022 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 1<sup>st</sup> day of January 2022.

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 10<sup>th</sup> day of each month during the term of this Agreement.
3. **TERM.** This Agreement shall begin January 1, 2022, and end December 31, 2022. 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, Joni Marsh. 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 25<sup>th</sup>, 2022. 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. **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.
7. **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 venture 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.
8. **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.
9. **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.
10. **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.

11. **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

**CITY AS ADDITIONAL INSURED.** 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.

12. **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.
13. **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 20<sup>th</sup> Judicial District, Boulder County District Court.
14. **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.

15. **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**.
16. **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.
17. **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.
18. **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.
19. **WAIVER.** No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.
20. **SEVERABILITY.** Invalidation of any specific provisions of this Agreement shall not affect the validity of any other provision of this Agreement.
21. **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

LATINO CHAMBER OF COMMERCE OF  
BOULDER COUNTY

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
SECRETARY, LATINO CHAMBER  
BOARD OF DIRECTORS

APPROVED AS TO CONTENT:

\_\_\_\_\_  
ASSISTANT CITY MANAGER

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROOFREAD

\_\_\_\_\_  
DATE

APPROVED AS TO INSURANCE PROVISIONS:

\_\_\_\_\_  
RISK MANAGER

\_\_\_\_\_  
DATE

CA File: 21-001487

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

My commission expires \_\_\_\_\_.

State of \_\_\_\_\_)  
  ) ss.  
County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ of the Latino Chamber of Commerce of Boulder County, on behalf of the corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_.

## **EXHIBIT A: SCOPE OF SERVICES**

### **1. GOALS:**

- a. Longmont minority-owned businesses will expand and grow through the Latino Chamber of Boulder County providing information and resources to such businesses.
- b. Continue to work with Boulder County partners and community to ameliorate the impacts of COVID-19 in the Latino Business community and community in general.

### **2. PLAN:**

The main components of our 2022 work plan is to continue work included in our amended 2021 City of Longmont contractual agreement. To that end, the LCC will hire a full time Program Manager to coordinate work plan activities.

The 2022 LCC work plan will involve:

- a. Activities designed primarily to provide training and networking opportunities for Latino businesses and professionals.
- b. To the degree possible, the LCC will participate in community cultural and business-related events to publicize the chamber, develop community support and increase our membership base.
- c. Outreach and communications with Longmont Latino businesses,
- d. Addressing needs identified through current services.
- e. Continue to accommodate the new reality of the COVID virus with programming efforts designed to assist Latino businesses, employees, and families in managing the crisis facing our community.

### **3. TACTICS**

- Assisting the City of Longmont in the implementation of programs such as the citywide retail strategy including business outreach and feedback on business issues.
- Providing business-related news and information.
- Hosting business educational programs and promoting resources and programs offered through economic and community partners.
- Provide Public Health COVID-19 resources.
- Assisting the Boulder Small Business Development Center, City of Longmont and other organizations in COVID-19 and other outreach to Latino-owned businesses.
- Assisting the City of Longmont and others in assessing the business and economic impacts of COVID-19 and planning and implementing strategies to foster economic recovery.
- Continue assisting LEDP and LDDA.
- Coordinate with Boulder County Chambers of Commerce to share networking activities
- Bilingual Business Support Services.
- Collaborate with Latino community human service partner programming efforts.

### **4. METRICS & REPORTING**

1. Track and report number of business educational & outreach activities

- a. Events & Attendees – will report on number of events, number of event attendees, and applicable results from follow-up event surveys.
- b. One-to-one support – will report on number of one-to-one support sessions, the assistance provided, and the results of the sessions where applicable.
- c. Referrals to economic & community partners – will report on number of referrals, referred organizations, and results of the referrals where applicable.
- d. LCC job board postings – will report on number of job postings and results where applicable.
- e. Direct outreach to Latino businesses – will report on number of outreach activities, which may include but are not limited to in-person, phone, and virtual initiatives.