

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 2018.

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.** 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.
2. **COMPENSATION.** The Latino Chamber agrees to provide the services described in Exhibit A. The City will provide \$20,000 to compensate the Latino Chamber for the services to be provided under this Agreement. Said compensation shall be separate and apart from \$10,000 set aside by the City for Latino leadership development programs housed and accounted for by the City. The City shall pay the total \$20,000 in twelve equal monthly installments of approximately \$1,667 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, 2018, and end December 31, 2018. This Agreement may only be modified or extended by written agreement of the parties.
4. **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.
5. **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.**

6. 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.
7. UNLAWFUL EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall not knowingly contract with a subcontractor that: (a) knowingly employs or contracts with an illegal alien to perform work under this Agreement; or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement.
8. VERIFICATION REGARDING ILLEGAL ALIENS. Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Agreement through either the E-Verify program, administered jointly by the United States Department of Homeland Security and the Social Security Administration, or the Employment Verification program of the Colorado Department of Labor and Employment.
9. LIMITATION REGARDING E-VERIFY PROGRAM. Contractor shall not use the E-Verify program procedures to undertake pre-employment screenings of job applicants while performing under this Agreement.

DUTY TO TERMINATE A SUBCONTRACT – EXCEPTION. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall: (a) notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if, within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien; except the Contractor shall not terminate a subcontract if, during such three (3) days, the subcontractor provides information to establish the subcontractor has not knowingly employed or contracted with an illegal alien.

10. DUTY TO COMPLY WITH STATE INVESTIGATION. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation pursuant to Section 8-17.5-102 (5), C.R.S.

11. **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.
12. **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.

13. **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.

14. **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.

15. **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.
16. **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.
17. **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**.
18. **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.
19. **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.
20. **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.
21. **WAIVER.** No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.
22. **SEVERABILITY.** Invalidation of any specific provisions of this Agreement shall not affect the validity of any other provision of this Agreement.
23. **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 _____, 2017.

CITY OF LONGMONT

LATINO CHAMBER OF COMMERCE OF
BOULDER COUNTY

MAYOR

PRESIDENT

APPROVED AS TO CONTENT:

ASSISTANT CITY MANGER

DATE

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGER

DATE

CA File: 10458

State of Colorado)
) ss.
County of Boulder)

I attest that the foregoing instrument was acknowledged before me this _____ day of _____, 2017, 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 _____, 2017.

Witness my hand and official seal.

Notary Public

My Commission expires _____.

EXHIBIT A: SCOPE OF SERVICES

1. **SERVICES.** The Latino Chamber agrees to provide the following business services and programs on behalf of the City to established and emerging businesses that are located, or are considering locating, within the territorial limits of the City:
 - 1.1. Opening and maintaining a permanent office in Longmont.
 - 1.2. Providing four professional networking events in Longmont.
 - 1.3. Planning, organizing and executing two professional development opportunities in Longmont.
 - 1.4. Administering a need-based scholarship program of up to \$10,000 to be spent exclusively on registration and/or application fees for leadership development programs in Longmont and Boulder County. These scholarships shall provide a minimum of five Latino/minority leaders living or working in Longmont with participation in leadership development programs. The Latino Chamber will form a committee to review possible leadership program applications.
 - 1.5. Assisting the Longmont Area Economic Council and the Longmont Downtown Development Authority in organizing ten business outreach visits to minority-owned or minority-serving businesses including, but not limited to, attending in-person visits to Latino businesses.
2. **ACTIVITY REPORTS.** The Latino Chamber agrees to provide semi-annual activity reports to the City Manager and City Council.
3. **FINANCIAL REPORTS.** The Latino Chamber agrees to establish and maintain books of account and records reflecting all of the Latino Chamber's revenues, expenditures, and services to be performed by the Latino Chamber under this Agreement. The Latino Chamber agrees to provide a report of said books no later than November 1, 2018, to the Assistant City Manager for External Services.