

**SUBJECT: APPROVAL OF RESOLUTION NO. 31, SERIES 2024 – A
RESOLUTION APPROVING AN AMENDED AND RESTATED
AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES
WITH THE BOULDER SBDC FOUNDATION FOR SERVICES TO
BENEFIT THE LOUISVILLE BUSINESS COMMUNITY**

DATE: AUGUST 6, 2024

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

In 2022, the City of Louisville entered into a Professional Services Agreement (*Attachment #1*) with the Boulder Small Business Development Center (SBDC) to provide business support services in the City of Louisville. In 2022, the SBDC received a total of \$50,000, consisting of \$22,500 for one-on-one consulting, \$9,700 for outreach and marketing, \$7,800 for workshops and training programs, and \$10,000 for management and implementation. The SBDC proposed an increase in funding to \$70,800 for 2023 to reflect an increase in the number of services offered, however the commitment was never formally captured in an updated service agreement.

The attached Amended and Restated Agreement for Economic Development Services (*Attachment #2*) formalizes the \$70,800 compensation amount retroactive to 2023. This agreement increases the funding for Workshop and Training Programs from \$7,800 to \$28,600. All other costs included in the scope remain the same. This agreement is intended to automatically renew for successive one year terms.

As part of the agreement, the SBDC is required to provide an annual activities report, which shall include program metrics, summaries of key programs offered, and copies of relevant outreach and marketing materials. The program metrics were designed to ensure the services are achieving the desired outcomes for local businesses and may be updated in future contract years once baseline data is available. The program metrics are included below:

1. 300 hours per year of consulting to Louisville businesses, focusing on small businesses and entrepreneurs, including reports of:
 - a. Number of clients served
 - b. Number of consulting sessions
2. 8 hours per month by a dedicated Lead SBDC representative, including meetings with local strategic partners and organizations as well as business outreach
3. 4 specialized programs in collaboration with City of Lafayette
 - a. 2 Co-Hosted Workshops: Target = 12 businesses per community
 - b. 2 Rounds of the three-part Take Action! Marketing 1.0 (Peer Group Series): Target = maximum of 10 businesses in attendance

4. Economic impact metrics (as reported by Louisville businesses/residents who participate in consulting and/or workshops)
 - a. Sales increases realized: Target = \$500,000
 - b. Capital formulated: Target = \$500,000

The Boulder SBDC submitted its 2023 annual activities report on February 20, 2024. The report is included as *Attachment #3*. In 2023, the Boulder SBDC provided 157 hours of consulting to 51 Louisville small businesses. The SBDC team indicated that they exceeded their eight hours per month included in the program metrics. The Boulder SBDC produced six specialized programs, resulting in 25 Louisville attendees. In 2023, Louisville small businesses that the Boulder SBDC assisted with one-on-one consulting reported sales increases of \$12,500 and capital formulation of \$1,083,000.

DISCUSSION:

The Boulder SBDC met many of its metrics, including the number of workshops and the economic impact metrics. Despite these achievements, the SBDC did not reach its target of 300 hours per year of consulting to Louisville small businesses. Because this was the second year of the services agreement, staff anticipates that the number of businesses utilizing these services will increase as the program continues to grow.

The agreement is structured so that it automatically renews each year, unless either party notifies the other party of its intent not to renew. Any further changes to the agreement would need to be captured through either an amendment to the existing agreement, or a new agreement. A Resolution approving the Amended and Restated Agreement with Boulder SBDC is included as *Attachment #4*.

FISCAL IMPACT:

The Amended and Restated Agreement with the Boulder Small Business Development Center has a one-year fiscal impact of \$70,800. The agreement automatically renews each year, although it is possible that the amount of funding requested could increase in future years as the number of services offered increases.

PROGRAM/SUB-PROGRAM IMPACT:

The Professional Services Agreement furthers the Economic Prosperity Program goal to promote a thriving business climate by helping to maintain positive business relationships throughout the community and to retain a diverse mix of businesses that provide good employment opportunities for Louisville residents.

RECOMMENDATION:

Staff recommends approval of Resolution No. 31, Series 2024 approving the Amended and Restated Agreement with Boulder SBDC.

SUBJECT: RESOLUTION NO. 31, SERIES 2024

DATE: AUGUST 6, 2024

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ATTACHMENTS:

1. Resolution No. 31, Series 2024
2. Agreement for Economic Development Services
3. Amended and Restated Agreement with Boulder SBDC
4. Boulder SBDC 2023 Annual Activities Report

STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☒	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

**RESOLUTION NO. 31
SERIES 2024**

**A RESOLUTION APPROVING AN AMENDED AND RESTATED AGREEMENT FOR
ECONOMIC DEVELOPMENT SERVICES WITH THE BOULDER SBDC FOUNDATION FOR
SERVICES TO BENEFIT THE LOUISVILLE BUSINESS COMMUNITY**

WHEREAS, by Resolution No. 91, Series 2021, the City Council approved an agreement with the Boulder SBDC Foundation, d.b.a. Boulder Small Business Development Center (the “SBDC”), for the SBDC’s provision of services to the Louisville business community (the “Original Agreement”);

WHEREAS, SBDC and the City desire to amend and restate the Original Agreement to expand SBDC’s services as further set forth in the Scope of Services set forth in Exhibit A hereto, in exchange for increased compensation; and

WHEREAS, the City Council by this Resolution desires to approve the Amended and Restated Agreement, a copy of which is attached hereto as Exhibit A (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. That the Amended and Restated Agreement for Economic Development Services between the City of Louisville and the Boulder SBDC Foundation (“Agreement”), a copy of which Agreement accompanies this Resolution, is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the Agreement, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this 6th day of August, 2024.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

**RESOLUTION NO. 91
SERIES 2021**

**A RESOLUTION APPROVING AN AGREEMENT FOR ECONOMIC DEVELOPMENT
SERVICES WITH THE BOULDER SBDC FOUNDATION FOR SERVICES TO
BENEFIT THE LOUISVILLE BUSINESS COMMUNITY**

WHEREAS, the City desires to approve an agreement with the Boulder SBDC Foundation, d.b.a. Boulder Small Business Development Center (the “SBDC”), for the SBDC’s provision of services to the Louisville business community (the “Agreement”); and

WHEREAS, the City Council by this Resolution desires to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. That the Agreement for Economic Development Services between the City of Louisville and the Boulder SBDC Foundation (“Agreement”), a copy of which Agreement accompanies this Resolution, is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the Agreement, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this 21st day of December, 2021.



Ashley Stolzmann, Mayor

ATTEST:



Meredyth Muth, City Clerk



AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT is made and entered into this ~~XX~~^{21st} day of December, 2021 ("Effective Date"), by and between the City of Louisville, a Colorado home rule municipal corporation (the "City"), and the Boulder SBDC Foundation, a Colorado nonprofit corporation, d.b.a. Boulder Small Business Development Center ("SBDC").

WHEREAS, SBDC provides support services for the small business, including but not limited to training workshops, consulting, programming, and access to valuable resources; and

WHEREAS, the SBDC helps small businesses analyze marketing and growth issues, set reasonable short and long-term goals, obtain financing, and prosper in competitive markets; 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, the City Council desires to contract with SBDC for the SBDC's Services as further set forth in the Scope of Services set forth in Exhibit A hereto.

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

1. SERVICES AND DUTIES. SBDC agrees to provide the services as outlined in the Scope of Services attached hereto and incorporated herein as Exhibit A (the "Services"). SBDC shall not endorse or campaign for anyone running for City of Louisville elected positions.

2. COMPENSATION. The City will pay SBDC a total not to exceed Fifty Thousand Dollars (\$50,000) to compensate SBDC for the Services for each calendar year this Agreement is in effect (the "Compensation"). The City shall pay the Compensation in twelve equal monthly installments of \$4,166.67 each, to be made no later than the tenth (10th) day of each month during the term of this Agreement. The Compensation is inclusive of all costs of whatsoever nature associated with SBDC's efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amounts payable under the terms of this Agreement.

3. TERM. The term of this Agreement shall be from January 1, 2022 to December 31, 2022 ("Initial Term"), unless sooner terminated as provided herein. Following the Initial Term, this Agreement shall automatically renew for successive one (1) year terms, unless one party provides the other party with thirty (30) days' written notice in advance of the expiration of the then-current term of its intent not to renew for a successive term. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. In the event of a non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

4. REPORTING REQUIREMENTS. Commencing in 2023, and annually thereafter, SBDC further agrees to submit a Final Report to the Louisville Director of Economic Vitality by no later than February 1. The Final Report shall include complete and accurate statements of Services rendered in the previous year, categorized under the Program Metrics set forth in Exhibit A, and must be signed by SBDC. In addition to any other remedies available in law and equity, the City may decline to consider further contracts with SBDC if the SBDC does not submit its Final Report by the annual deadline.

5. RELIABILITY OF REPORTS. SBDC represents and warrants that all information SBDC has provided or will provide to the City is true and correct, and that the City may rely on such information in modifying, making payments, or taking any other action concerning this Agreement. Any false or misleading material information or omission provided or caused by SBDC is just cause for the City to terminate this Agreement and to pursue any other available remedies against the SBDC.

6. NON-PROFIT STATUS. SBDC, during the term hereof, agrees to remain a nonprofit corporation dedicated to the rendition of the Services described in this Agreement, and no part of the income or assets of SBDC shall be distributed to, or inure to the benefit of, any individual or for any other private purpose.

7. STATUS OF SBDC. SBDC 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 as in any way establishing the relationship of co-partners or joint ventures between the parties hereto, or as construing SBDC, including its agents and employees, as an agent of the City. SBDC shall remain an independent and separate entity. SBDC shall not be supervised by any employee or official of the City, nor will SBDC exercise supervision over any employee or official of the City. SBDC shall not represent that SBDC is an employee or agent of the City in any capacity. **As an independent contractor, SBDC is not entitled to workers' compensation benefits or unemployment insurance benefits, except as may be provided by SBDC or some other entity. If applicable, SBDC is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this Agreement.**

8. COMPLIANCE WITH LAWS; WORKERS WITHOUT AUTHORIZATION. A. SBDC shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

B. Exhibit B, the "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Workers Without Authorization", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of SBDC's Pre-Contract Certification which SBDC has executed and delivered to the City prior to or concurrently with SBDC's execution of this Agreement.

9. DAMAGES FOR BREACH OF CONTRACT. In addition to any other legal or equitable remedy to which the City may be entitled for a breach of this Agreement, if the City terminates this Agreement, in whole or in part due to SBDC's breach of any provision of this Agreement, SBDC shall be liable for actual damages to the City.

10. INSURANCE. A. SBDC agrees to procure and maintain, at its own cost, the following policy or policies of insurance. SBDC shall not be relieved of any liability, claims, demands, or other

obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. SBDC shall procure and maintain, and shall cause each subcontractor of SBDC to procure and maintain or insure the activity of SBDC's subcontractors in SBDC's own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.

2. Comprehensive General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, completed operations, and pollution and chemicals. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate with respect to each of SBDC's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

C. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by SBDC. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. SBDC shall be solely responsible for any deductible losses under each of the policies required above.

D. Certificates of insurance shall be completed by the SBDC's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of SBDC to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by SBDC to the City upon demand, or the City may offset the cost of the premiums against any monies due to SBDC from the City.

F. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

11. INDEMNITY. To the fullest extent permitted by law, SBDC agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder or SBDC's use of City facilities, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of SBDC or any subcontractor of SBDC, or any officer, employee, or agent of SBDC or of any subcontractor of SBDC, or any other person for whom SBDC is responsible. SBDC shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. SBDC shall further bear all other costs and expenses incurred by the City or SBDC and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of SBDC. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section. SBDC's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

12. ENFORCEMENT. A. This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court.

B. In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

13. COMPLIANCE WITH LAWS. SBDC shall perform all obligations under this Agreement in strict compliance with all federal, state, and City laws, rules, statutes, charter provisions, ordinances, and regulations applicable to the performance of the SBDC's services under this Agreement. SBDC, specifically, 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.

14. TERMINATION. A. This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. SBDC's discontinuance of or reduction in the Services set forth in Exhibit A shall constitute a material breach of this Agreement. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

B. In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least thirty (30) days in advance of the termination date. In the event of such termination, SBDC will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a prorated daily rate, and upon such payment, all obligations of the City to SBDC under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

15. INSPECTION. The City and its duly authorized representatives shall have access to any books, documents, papers, and records of SBDC that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

16. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and SBDC, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or SBDC receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17. ASSIGNMENT. SBDC shall not assign or delegate this Agreement or any portion thereof, or any monies due or which become due hereunder without the City's prior written consent.

18. DEFAULT. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

19. INTEGRATION AND AMENDMENT. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

20. 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.

21. 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.

22. WAIVER. No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

23. AUTHORITY TO BIND. Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

24. SEVERABILITY. Invalidation of any specific provisions of this Agreement shall not affect the validity of any other provision of this Agreement.

25. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to SBDC:

Boulder SBDC Foundation
Attn: Sharon R. King
1001 Arapahoe Ave
Boulder, CO 80302

Tele: (303) 442-1475
During COVID -
(720) 207-4303 cell

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE

BOULDER SBDC FOUNDATION, d.b.a.
Boulder Small Business Development Center

By: Ashley Stolzmann
Ashley Stolzmann, Mayor

By: Sharon R. King
Title: Executive Director

Attest: Meredith Muth
Meredith Muth, City Clerk

Attest: Rachel L. Garcia
Secretary Rachel L. Garcia

EXHIBIT A

SCOPE OF SERVICES

In cooperation, the City of Lafayette and City of Louisville seek to establish satellite support programs with the Boulder Small Business Development Center (SBDC). The Boulder SBDC will provide programs and services that enhance and supplement the cities' current economic development efforts and goals without duplicating existing efforts. The satellite support programs defined in this Scope of Services include: 1) one-on-one consulting, 2) outreach & marketing, 3) workshops and training programs, and 4) management and implementation. Services will be provided on an annual basis (January 1 – December 31), subject to consideration and renewal of the Professional Services Agreement by each community.

Satellite Support Programs Defined:

- 1) **One-on-One Consulting:** For each City, the SBDC will provide 300 hours of consulting per satellite program operated. At an average of 25 hours/month, that would include Initial (Discovery) Meetings to assess the business' needs and preferences and match-up relevant expertise, as well as follow-on sessions to deliver targeted assistance that helps the businesses to move forward.

Consulting topics may consist of, but are not limited to, start-up issues; development of a business plan (or other planning format) for start-up, growth, and financing; development of marketing strategies and action plans; development and understanding of financial projections and access to capital; and development of business management skills and processes. For businesses in the advanced industries, on a limited basis, assistance may include strategic research & analysis, technology commercialization, support for innovation grants and contract opportunities as well as access to other capital. For Latinx entrepreneurs and businesses, bilingual assistance may include business planning, access to capital, and all of the other topics previously listed.

The SBDC has built a network of professional service providers, entrepreneurs, and other business assistance and government contacts that further assist our small businesses, especially when the scope of the request is outside the SBDC mission or resource constraints. Our network of commercial banks and other financing sources such as micro lending institutions (Colorado Enterprise Fund, Colorado Lending Source and others) leads to warm introductions for financial accessibility. SBDC specialists, in collaboration with lender representatives, meet with our small business clients to explain the financing landscape, and if appropriate, provide an introduction for further conversation.

The Boulder SBDC will not establish a permanent office in either Lafayette or Louisville to provide these services. Consultants will use a combination of virtual and in-person sessions; the Cities, at no-cost to the SBDC, will provide short-term, temporary meeting space at city facilities on an as-needed basis so that the SBDC can have a community presence.

Annual cost per satellite program: \$22,500

- 2) **Outreach & Marketing:** Since the SBDC satellite offices will be new resources in the communities, extra efforts will be made to build the SBDC presence. The Lead Consultant and SBDC Representative will attend various meetings and activities to immerse himself and our

team in the business community and to build relationships with business owners and leaders. The Boulder SBDC Executive Director will participate as well, whenever available.

Boulder SBDC will incorporate these new satellite offices into our marketing & outreach communication plans, platforms, and materials (including our website, broadcast newsletters, social media channels, public relations efforts and, on a limited basis, in emails to target business, organizations and community leaders). The goals will be to build awareness and usage of SBDC programs and services. The SBDC will add any relevant lists provided by each city to our marketing databases to increase outreach.

Annual cost per satellite program: \$9,700

- 3) **Workshops and Training Programs:** Boulder SBDC produces practical and actionable workshops, presented by high-caliber, experienced subject matter experts (SME). Specific workshop and program topics have not yet been selected. Prior to each satellite program year, the Cities will meet with the Boulder SBDC Executive Director and Lead Consultant to brainstorm and determine appropriate and relevant topics.

Business input and needs served by the SBDC will influence planned topics and workshop formats. The length and frequency of programs will determine the number offered each year. Programming may be offered as a combination of virtual and in-person settings, which will also be set by agreement of both Cities. Each City will work cooperatively with the Lead Consultant to identify available sites at which to hold programming.

Annual cost per satellite program: \$7,800

- 4) **Management and Implementation:** Boulder SBDC's Team Lead and Executive Director will work directly with representatives in Lafayette and Louisville to get input on business' needs and preferences, to understand other resources in place (in order to avoid duplication of services/programs and nurture collaboration), to build relationships with key business leaders and owners, and to get input in order to develop the most effective programs that fill gaps in each business community. The SBDC's Marketing & Program Coordinator will handle all logistics, marketing coordination, and program implementation.

The Lead Consultant (supported by all members of the SBDC team) will provide periodic informal updates to our partners at each City. The Lead Consultant will also participate in at least one annual joint meeting of the City partners to convey such updates as well as provide information on resource allocations and conduct program planning.

Annual cost per satellite program: \$10,000

By November 15 each year, the Boulder SBDC will provide to the City Managers of both communities an annual activities report. The annual report will include program metrics as defined below, summaries of key programs offered, and copies of relevant outreach & marketing materials. The annual report will be provided to each community's City Council as part of the consideration to renew a Professional Services Agreement for an additional year. In addition, no later than February 1 each year, the Boulder SBDC will provide final metrics that capture the end of the prior service year.

Program Metrics Defined:

- 1) 300 hours per year of consulting to Louisville businesses, focusing on small businesses and entrepreneurs, including reports (by community) of:
 - a. Number of clients served
 - b. Number of consulting sessions
- 2) 8 hours per month by a dedicated Lead SBDC representative, including meetings with local strategic partners and organizations as well as business outreach
- 3) 4 specialized programs in collaboration with City of Lafayette
 - a. 2 Co-Hosted Workshops: Target= 15 businesses per community
 - b. 2 Rounds of Marketing Peer Group Series: Target= 10 businesses in attendance
- 4) Economic impact metrics (as reported by Louisville businesses/residents who participate in consulting and/or workshops):
 - a. Sales increases realized: Target= \$500,000
 - b. Capital formulated: Target \$500,000

Exhibit B

City of Louisville Public Services Contract Addendum Prohibition Against Employing Workers Without Authorization

Prohibition Against Employing Workers Without Authorization. Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with a worker without authorization, Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with a worker without authorization; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

Megan E. Quinn

By

Sharon R. King

Title:

Executive Director

Date

12/15/21

**AMENDED AND RESTATED AGREEMENT
FOR ECONOMIC DEVELOPMENT SERVICES**

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____ ("Effective Date"), by and between the City of Louisville, a Colorado home rule municipal corporation (the "City"), and the Boulder SBDC Foundation, a Colorado nonprofit corporation, d.b.a. Boulder Small Business Development Center ("SBDC").

WHEREAS, SBDC provides support services for small businesses, including but not limited to training workshops, consulting, programming, and access to valuable resources; and

WHEREAS, the SBDC helps small businesses analyze marketing and growth issues, set reasonable short and long-term goals, obtain financing, and prosper in competitive markets; 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, SBDC and the City are parties to that certain Agreement for Economic Development Services, dated December 21, 2021 (the "Original Agreement"), for SBDC's provision of certain programs and services that enhance and supplement the City's current economic development efforts and goals without duplicating existing efforts; and

WHEREAS, the parties desire to amend and restate the Original Agreement to expand SBDC's Services as further set forth in the Scope of Services set forth in Exhibit A hereto, in exchange for increased compensation.

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

1. SERVICES AND DUTIES. SBDC agrees to provide the services as outlined in the Scope of Services attached hereto and incorporated herein as Exhibit A (the "Services"). SBDC shall not endorse or campaign for anyone running for City of Louisville elected positions.

2. COMPENSATION. The City will pay SBDC a total not to exceed Seventy Thousand Eight Hundred Dollars (\$70,800) to compensate SBDC for the Services for each calendar year this Agreement is in effect (the "Compensation"). The City shall pay the Compensation in twelve equal monthly installments of \$5,900 each, to be made no later than the tenth (10th) day of each month during the term of this Agreement. The Compensation is inclusive of all costs of whatsoever nature associated with SBDC's efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amounts payable under the terms of this Agreement.

3. TERM. The term of this Agreement shall be from January 1, 2024 to December 31, 2024 ("Initial Term"), unless sooner terminated as provided herein. Following the Initial Term, this Agreement shall automatically renew for successive one (1) year terms, unless one party

provides the other party with thirty (30) days' written notice in advance of the expiration of the then-current term of its intent not to renew for a successive term. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. In the event of a non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

4. REPORTING REQUIREMENTS. Commencing in 2023, and annually thereafter, SBDC further agrees to submit a Final Report to the Louisville Director of Economic Vitality by no later than February 1. The Final Report shall include complete and accurate statements of Services rendered in the previous year, categorized under the Program Metrics set forth in Exhibit A, and must be signed by SBDC. In addition to any other remedies available in law and equity, the City may decline to consider further contracts with SBDC if the SBDC does not submit its Final Report by the annual deadline.

5. RELIABILITY OF REPORTS. SBDC represents and warrants that all information SBDC has provided or will provide to the City is true and correct, and that the City may rely on such information in modifying, making payments, or taking any other action concerning this Agreement. Any false or misleading material information or omission provided or caused by SBDC is just cause for the City to terminate this Agreement and to pursue any other available remedies against the SBDC.

6. NON-PROFIT STATUS. SBDC, during the term hereof, agrees to remain a nonprofit corporation dedicated to the rendition of the Services described in this Agreement, and no part of the income or assets of SBDC shall be distributed to, or inure to the benefit of, any individual or for any other private purpose.

7. STATUS OF SBDC. SBDC 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 as in any way establishing the relationship of co-partners or joint ventures between the parties hereto, or as construing SBDC, including its agents and employees, as an agent of the City. SBDC shall remain an independent and separate entity. SBDC shall not be supervised by any employee or official of the City, nor will SBDC exercise supervision over any employee or official of the City. SBDC shall not represent that SBDC is an employee or agent of the City in any capacity. **As an independent contractor, SBDC is not entitled to workers' compensation benefits or unemployment insurance benefits, except as may be provided by SBDC or some other entity. If applicable, SBDC is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this Agreement.**

8. COMPLIANCE WITH LAWS; WORKERS WITHOUT AUTHORIZATION. A. SBDC shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

B. Exhibit B, the "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Workers Without Authorization", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of SBDC's Pre-Contract Certification which SBDC has executed and delivered to the City prior to or concurrently with SBDC's execution of this Agreement.

9. DAMAGES FOR BREACH OF CONTRACT. In addition to any other legal or equitable remedy to which the City may be entitled for a breach of this Agreement, if the City terminates this Agreement, in whole or in part due to SBDC's breach of any provision of this Agreement, SBDC shall be liable for actual damages to the City.

10. INSURANCE. A. SBDC agrees to procure and maintain, at its own cost, the following policy or policies of insurance. SBDC shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. SBDC shall procure and maintain, and shall cause each subcontractor of SBDC to procure and maintain or insure the activity of SBDC's subcontractors in SBDC's own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.

2. Comprehensive General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, completed operations, and pollution and chemicals. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate with respect to each of SBDC's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

C. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the City, and its

officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by SBDC. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. SBDC shall be solely responsible for any deductible losses under each of the policies required above.

D. Certificates of insurance shall be completed by the SBDC's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of SBDC to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by SBDC to the City upon demand, or the City may offset the cost of the premiums against any monies due to SBDC from the City.

F. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

11. INDEMNITY. To the fullest extent permitted by law, SBDC agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder or SBDC's use of City facilities, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of SBDC or any subcontractor of SBDC, or any officer, employee, or agent of SBDC or of any subcontractor of SBDC, or any other person for whom SBDC is responsible. SBDC shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. SBDC shall further bear all other costs and expenses incurred by the City or SBDC and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of SBDC. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section. SBDC's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

12. ENFORCEMENT. A. This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court.

B. In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

13. COMPLIANCE WITH LAWS. SBDC shall perform all obligations under this Agreement in strict compliance with all federal, state, and City laws, rules, statutes, charter provisions, ordinances, and regulations applicable to the performance of the SBDC's services under this Agreement. SBDC, specifically, 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.

14. TERMINATION. A. This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. SBDC's discontinuance of or reduction in the Services set forth in Exhibit A shall constitute a material breach of this Agreement. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

B. In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least thirty (30) days in advance of the termination date. In the event of such termination, SBDC will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a prorated daily rate, and upon such payment, all obligations of the City to SBDC under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

15. INSPECTION. The City and its duly authorized representatives shall have access to any books, documents, papers, and records of SBDC that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

16. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and SBDC, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or SBDC receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17. ASSIGNMENT. SBDC shall not assign or delegate this Agreement or any portion thereof, or any monies due or which become due hereunder without the City's prior written consent.

18. DEFAULT. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

19. INTEGRATION AND AMENDMENT. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement shall supersede and replace in its entirety that certain Agreement for Economic Development Services, by and between the parties hereto, dated December 21, 2021. This Agreement may be amended only by an instrument in writing signed by the parties.

20. 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.

21. 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.

22. WAIVER. No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

23. AUTHORITY TO BIND. Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

24. SEVERABILITY. Invalidation of any specific provisions of this Agreement shall not affect the validity of any other provision of this Agreement.

25. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to SBDC:

Boulder SBDC Foundation
Attn: Sharon King
1001 Arapahoe Avenue

Boulder, Colorado 80302

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE
Center

BOULDER SBDC FOUNDATION, d.b.a.
Boulder Small Business Development

By: _____
Chris Leh, Mayor

By: _____

Title: _____

Attest: _____
Meredyth Muth, City Clerk

Attest: _____
Secretary

EXHIBIT A

SCOPE OF SERVICES

In cooperation, the City of Lafayette and City of Louisville seek to establish satellite support programs with the Boulder Small Business Development Center (SBDC). The Boulder SBDC will provide programs and services that enhance and supplement the cities' current economic development efforts and goals without duplicating existing efforts. The satellite support programs defined in this Scope of Services include: 1) one-on-one consulting, 2) outreach & marketing, 3) workshops and training programs, and 4) management and implementation. Services will be provided on an annual basis (January 1 – December 31), subject to consideration and renewal of the Professional Services Agreement by each community.

Satellite Support Programs Defined:

- 1) **One-on-One Consulting:** For each City, the SBDC will provide 300 hours of consulting per satellite program operated. At an average of 25 hours/month, that would include Initial (Discovery) Meetings to assess the business' needs and preferences and match-up relevant expertise, as well as follow-on sessions to deliver targeted assistance that helps the businesses to move forward.

Consulting topics may consist of, but are not limited to, start-up issues; development of a business plan (or other planning format) for start-up, growth, and financing; development of marketing strategies and action plans; development and understanding of financial projections and access to capital; and development of business management skills and processes. For businesses in the advanced industries, on a limited basis, assistance may include strategic research & analysis, technology commercialization, support for innovation grants and contract opportunities as well as access to other capital. For Latinx entrepreneurs and businesses, bilingual assistance may include business planning, access to capital, and all of the other topics previously listed.

The SBDC has built a network of professional service providers, entrepreneurs, and other business assistance and government contacts that further assist our small businesses, especially when the scope of the request is outside the SBDC mission or resource constraints. Our network of commercial banks and other financing sources such as micro lending institutions (Colorado Enterprise Fund, Colorado Lending Source and others) leads to warm introductions for financial accessibility. SBDC specialists, in collaboration with lender representatives, meet with our small business clients to explain the financing landscape, and if appropriate, provide an introduction for further conversation.

The Boulder SBDC will not establish a permanent office in either Lafayette or Louisville to provide these services. Consultants will use a combination of virtual and in-person sessions; the Cities, at no-cost to the SBDC, will provide short-term, temporary meeting

space at city facilities on an as-needed basis so that the SBDC can have a community presence.

Annual cost per satellite program: \$22,500

- 2) **Outreach & Marketing:** Since the SBDC satellite offices will be new resources in the communities, extra efforts will be made to build the SBDC presence. The Lead Consultant and SBDC Representative (Dan King) will attend various meetings and activities to immerse himself and our team in the business community and to build relationships with business owners and leaders. The Boulder SBDC Executive Director will participate as well, whenever available.

Boulder SBDC will incorporate these new satellite offices into our marketing & outreach communication plans, platforms, and materials (including our website, broadcast newsletters, social media channels, public relations efforts and, on a limited basis, in emails to target business, organizations and community leaders). The goals will be to build awareness and usage of SBDC programs and services. The SBDC will add any relevant lists provided by each city to our marketing databases to increase outreach.

Annual cost per satellite program: \$9,700

- 3) **Workshops and Training Programs:** Boulder SBDC produces practical and actionable workshops, presented by high-caliber and experienced subject matter experts (SMEs).

The framework and several of the specific workshop and program topics will be the same as 2022. Two new programs are added in 2023.

[1] Take Action! Marketing Peer Group Series (1.0) – in person/in Lafayette – 3 part series

[2] Take Action! Marketing Peer Group Series (1.0) – in person/in Louisville – 3 part series

[3] Business Basics: For the Early Stage Business and the New Entrepreneur – in person; Lafayette or Louisville location for this individual session; maximum of 12 attending businesses from each city

[4] Financial Know-How– in person; Lafayette or Louisville location for this individual session; maximum of 12 attending businesses from each city. *This workshop replaces the SEO program done in 2022.*

[5] Take Action! Marketing Peer Group Series (2.0) – in person; Lafayette or Louisville location for this 2 part series; maximum of 10 attending businesses from each city

[6] Sales Essentials -- in person; Lafayette or Louisville location for this individual session; maximum of 12 attending businesses attending from each city.

Annual cost per satellite program: \$28,600

- 4) **Management and Implementation:** Boulder SBDC's Team Lead and Executive Director will work directly with representatives in Lafayette and Louisville to get input on business' needs and preferences, to understand other resources in place (in order to avoid duplication of services/programs and nurture collaboration), to build relationships with key business leaders and owners, and to get input in order to develop the most effective programs that fill gaps in each business community. The SBDC's Marketing & Event Program Manager will handle all logistics, marketing coordination, and program implementation.

The Lead Consultant (supported by all members of the SBDC team) will provide periodic informal updates to our partners at each City. The Lead Consultant will also participate in at least one annual joint meeting of the City partners to convey such updates as well as provide information on resource allocations and conduct program planning.

Annual cost per satellite program: \$10,000

Total Cost per satellite program:

One-on-One Consulting	\$22,500
Outreach & Marketing	\$9,700
Workshops and Training Programs	\$28,600
Management and Implementation	\$10,000
Total Cost per satellite program	\$70,800

By November 15 each year, the Boulder SBDC will provide to the City Managers of both communities an annual activities report. The annual report will include program metrics as defined below, summaries of key programs offered, and copies of relevant outreach & marketing materials. The annual report will be provided to each community's City Council as part of the consideration to renew a Professional Services Agreement for an additional year. In addition, no later than February 1 each year, the Boulder SBDC will provide final metrics that capture the end of the prior service year.

Program Metrics Defined:

- 1) 300 hours per year of consulting to Louisville businesses, focusing on small businesses and entrepreneurs, including reports (by community) of:
 - a. Number of clients served
 - b. Number of consulting sessions

- 2) 8 hours per month by a dedicated Lead SBDC representative, including meetings with local strategic partners and organizations as well as business outreach
- 3) 4 specialized programs in collaboration with City of Lafayette
 - a. 2 Co-Hosted Workshops: Target= 12 businesses per community
 - b. 2 Rounds of the 3-part Take Action! Marketing 1.0 (Peer Group Series) – one in Lafayette, one in Louisville: Target= maximum of 10 businesses in attendance
- 4) Economic impact metrics (as reported by Lafayette and Louisville businesses/residents who participate in consulting and/or workshops):
 - a. Sales increases realized: Target= \$500,000
 - b. Capital formulated: Target \$500,000

Exhibit B

City of Louisville Public Services Contract Addendum Prohibition Against Employing Workers Without Authorization

Prohibition Against Employing Workers Without Authorization. Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with a worker without authorization, Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with a worker without authorization; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

By _____

Title: _____

Date



Small Business Development Center (SBDC)

Louisville Satellite Program

2023 End of Year Progress Report

City of Louisville

Thank you to the City of Louisville for all of your support of small businesses and the SBDC in Louisville during 2023. We look forward to continued collaboration and mutual efforts to foster the growth and success of the local business community in the coming years.

Background: The SBDC in Boulder County and Previous Work with the City of Louisville

Since its inception at the end of 1994, the Boulder Small Business Development Center (SBDC) has been a cornerstone for business assistance throughout Boulder County. Operating from its main office in Boulder, this nonprofit economic development entity is dedicated to nurturing small businesses by providing comprehensive consulting services, engaging workshops, and vital resource connections—including financing options. Over the span of 20 years, it has lent its expertise to more than 7,000 businesses within the county, showcasing its commitment to the local business ecosystem.

As a key member of Colorado's network of 15 SBDC Centers, the Boulder SBDC plays a significant role in the state's economic development strategy, directly aligning with the objectives of the Governor's Office of Economic Development & International Trade (OEDIT). This affiliation places the Boulder SBDC within a national framework of over 1,000 centers across the United States, all under the auspices of the U.S. Small Business Administration (SBA). This network not only amplifies its impact but also highlights its prestigious recognition; in 2018, the Boulder SBDC was honored with the SBA's Center of Excellence and Innovation Award, distinguishing it as the Best SBDC in the nation.

The City of Boulder serves as the host organization for this impactful countywide program, demonstrating a strong commitment to fostering an environment where small businesses can thrive. Further expanding its reach, the SBDC established a satellite office in Longmont in 2007, thanks to the support of the City of Longmont and other partners. This expansion has enabled the SBDC to offer its invaluable services more broadly, ensuring that small businesses throughout Boulder County have the support they need to succeed.

Pilot Year: 2022

In 2022, the collaborative efforts between Louisville, Lafayette, and the Boulder SBDC led to the implementation of a part-time Satellite Program aimed at addressing the business recovery needs and service gaps highlighted by the pandemic. This partnership focused on providing specialized technical assistance, consulting, and training to foster the recovery and long-term resilience of businesses in both Louisville and Lafayette. The program aimed to bridge the gap in available resources, offering professional technical support and subject matter expertise in a cost-effective manner, thus contributing to building more resilient businesses and enhancing community appeal for business development. This initiative marked a significant step towards supporting local businesses in navigating the challenges presented by the pandemic and positioning them for sustained growth.

Report on Services Performed – 2023 Contract with City of Louisville

In 2023, the Boulder SBDC delivered innovative and complementary programs that significantly bolstered the City's economic development strategies. These initiatives were meticulously crafted to not only align with but also enhance the City's ambitions, filling gaps without overlapping with existing services. Tailored to both the seasoned and budding entrepreneurs within the City, these programs offer practical support, empowering businesses contemplating making the City their home or those already established here, thereby enriching the local business landscape and fostering a vibrant economic environment.

One-on-one Business Consulting

In 2023, Boulder SBDC delivered 157 hours of one-on-one consulting to 51 businesses in Louisville, focusing on a wide array of services designed to meet the specific needs of each business. The SBDC satellite program goal for the year was 300 hours.

In the initial consultations, SBDC consultants thoroughly evaluate the specific needs and preferences of each business, ensuring a perfect match with the SBDC's wide range of expert resources. These preliminary assessments pave the way for customized follow-up sessions, where businesses receive specialized support tailored to propel them towards their objectives, fostering progress and development.

Consulting services cover a broad spectrum, including addressing startup challenges, crafting business plans for various growth stages, devising marketing strategies, understanding financial forecasts and securing funding, and honing business management practices. For those in cutting-edge sectors, SBDC offers strategic guidance, aids in technology commercialization, and facilitates access to innovation funding and capital. Latinx entrepreneurs receive bilingual support for business planning, notably for securing Boulder County PIE grants, alongside comprehensive assistance on all aforementioned topics, ensuring tailored guidance for every business's unique journey.

Outreach & Marketing

Especially as the SBDC satellite offices are new resources in the communities, significant efforts have been deployed to establish the SBDC's presence and raise awareness of the available programs and services. Program Lead Dan King, among others, engaged with business leaders and owners at various Louisville gatherings, including Chamber events, library meetings, and other business community events.

The Boulder SBDC also integrated the satellite office into its comprehensive marketing and outreach strategies, employing a variety of channels such as its website, newsletters, social media, public relations initiatives, and direct emails to targeted businesses, organizations, and community leaders.

Workshops and Training Programs

In 2023, the Boulder SBDC, in collaboration with the cities of Lafayette and Louisville, produced a series of practical and actionable workshops. These workshops were enhanced by the addition of two new sessions, specifically designed to address the unique needs of the local business communities. Presented by highly experienced subject matter experts, these workshops aimed to provide businesses with the tools and insights needed for growth and resilience, reflecting the SBDC's commitment to supporting the economic development of both cities through targeted educational programs.

- **Take Action! Marketing Series** – held at the Louisville Rec Center on September 26th, October 3rd and 10th, this 3-part peer group series was led by Catherine McHale, founder of Power and Purpose Marketing - <https://powerpurposemarketing.com/about/>. The participating nine attendees shared their challenges, gathered insights from the SME and other participants and helped each other to overcome hurdles to growth. The facilitator offered or provided a one-hour consulting session with each participating business to customize the group learning to each business' individual needs.
- **Financial Know How** - held in collaboration with the City of Lafayette at the Louisville Rec Center on August 1st is a in-person two-hour workshop designed to help small businesses understand the dynamics of finance as it applies to their business. The workshop discusses the interplay between personal and business finance for a small business. Founder and CEO at Pantheon Solutions Brian Ormsby worked with attendees improve the health of their financial position and aid small businesses with running and planning their business on a day-to-day basis with a guide to creating a roadmap to future success.
- **Business Basics for the Early Stage Business and New Entrepreneur** – held in collaboration with the City of Lafayette, this in-person workshop was held on December 19th at the Louisville Rec Center. For early stage or startup businesses, this workshop introduces the basic steps and some fundamental tools for evaluating the business idea, understanding its current situation and developing a plan to move forward. The workshop uses the Business Model Canvas to map out the key business components and decisions and explains how to assemble a Business Plan that meets the needs of the business and customers and of potential investors or lenders. Also covered: how to forecast a realistic expectation for your business' revenues and expenses.
- **Sales Essentials** – held in collaboration with the City of Lafayette this in-person workshop was held on June 28th, at the Lafayette Public Library. Founder of Apple & Arrow Sales, Suzi Bahnsen worked with

business to help explain how to build a sales pipeline, pricing strategies and packaging, selling with confidence and provided tips on negotiation tactics. Attendees were also given the opportunity to meet with Suzi for additional consulting.

- **Take Action! Marketing 2.0** – held in collaboration with the City of Lafayette, this two part in-person series will be held on February 20th and 27th at the Lafayette Public Library, led by Catherine McHale, founder of Power and Purpose Marketing - <https://powerpurposemarketing.com/about/>. Catherine will work with previous attendees of Take Action! Marketing 1.0 to help deepen their understanding in key marketing areas and provide a platform for attendees to share progress and tackle current small business marketing challenges. Attendees are given the opportunity for a hands on approach to marketing including building Instagram reels and building a newsletter for their business.

Management & Implementation

Boulder SBDC's Team Lead and Executive Director worked directly with Economic Development representatives in Louisville to get input on business' needs and preferences, to understand other resources in place (in order to avoid duplication of services/programs and nurture collaboration), to build relationships with key business leaders and owners and to get input in order to develop the most effective programs that fill gaps in each business community. The Center's Marketing & Program Coordinator handled all logistics, marketing coordination and program implementation.

Program Metrics and Economic Impact

In 2023, the SBDC provided 157 hours of consulting during 115 sessions to 51 small businesses. The team exceeded the eight hours/month defined in the Statement of Work. The Center produced the six specialized program (in collaboration with the City of Lafayette), with a total of 25 Louisville attendees. Outside of the six specialized programs there were 59 Louisville businesses that attended SBDC workshops.

In 2023, small businesses in Louisville that the Boulder SBDC assisted with one-on-one consulting reported sales increases of \$12,500 and capital formation of \$1,083,000.

As envisioned, 2023 was the second year for the SBDC/City of Louisville collaboration and a continued effort for building awareness of SBDC's City-supported resources and programs.

Thank you again for your support of small businesses

Small business plays a critical role in the community in building a sustainable economy for the City of Louisville. With support from the City, the SBDC provided direct and tangible assistance to small businesses, both existing and new ventures. Thank you again for all your support of small business and of Boulder SBDC in Louisville.