

INTERGOVERNMENTAL AGREEMENT
Relating to a Business Development Program

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is made and entered into by and between the City of Fort Collins, Colorado, a Colorado municipal corporation (“City”), and Larimer County, a political subdivision of the State of Colorado (“County”). The City and County are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. In coordination with Monarca, or City’s successor Contractor (“Contractor”), the City operates NOCOBiz Connect, a business support program to help businesses strengthen economically, socially, and environmentally.
- B. The NOCOBiz Connect program includes a website (nocobizconnect.com) and several trackers, which track certain data, templates, branding, materials, physical collateral, and operational systems and processes (collectively, the “Program Assets”).
- C. The City and County want to work collaboratively to allow the County access to the Program Assets in exchange for appropriate consideration.

NOW, THEREFORE, the Parties agree as follows:

1. County Obligations:

- 1.1 For the rights granted by the City to the County contained herein for the 2024 calendar year, the County shall pay the City 10% of its Sustainable Small Business Program budget item for the 2024 budget year, but not less than \$4,000, and not more than \$15,000 by October 1, 2024.
- 1.2 For calendar years 2025 through 2028, the County shall pay the City 10% of its Sustainable Small Business Program budget item for each of the budget years, not more than \$15,000, but not less than \$4,000 per year. The County shall make payment to the City by February 1 of the applicable year.
- 1.3 The County shall maintain independent agreements with Contractor and the State of Colorado Green Business Network Program for outreach services and other data access services. The County shall coordinate with the City regarding the timeline for contracting with Contractor and the State of Colorado and for the scope of services for the Contractor and the State of Colorado. The County shall endeavor to ensure that Contractor meets the milestones contained in Exhibit A, which is incorporated herein by this reference; however, the City acknowledges that the County’s scope of services with Contractor may vary from the milestones contained in Exhibit A.
- 1.4 The County shall ensure that Contractor collects all agreed-upon data from each business that uses Program Assets. The County shall ensure that the Contractor reports these data to the City on a monthly basis.
- 1.5 The County agrees that, in using the Program Assets, it will coordinate with City regarding branding, marketing and promotion of NOCOBiz Connect.
- 1.6 The County acknowledges that the City and Contractor will administer the day-to-day operations of the Program Assets. The County may reasonably edit the Program Assets after consultation with the City.

In the event that County seeks to use City's logo, County will do so only with City's written permission. County will consult with City on the use of third-party logos on Program Assets.

- 1.7 The County agrees to comply with the confidentiality agreement attached hereto as Exhibit B, which is incorporated herein by this reference.

2. City Obligations:

- 2.1 City agrees to ensure the County access to the Program Assets, including data collected through the Program Assets.
- 2.2 City will use County's logo only with County's written permission. City will ensure that the County logo is included on nocobiz.com. The City will consult with County on the use of third-party logos on Program Assets.
- 2.3 City will maintain its agreements with Contractor and the State of Colorado Green Business Network Program. In the event that the City terminates either agreement and impairs the County's ability to access Program assets, the City and County will adjust the County's fee paid under Section 1.1 or 1.2, as applicable, by a pro-rata amount to reflect the loss.
- 2.4 The City agrees to consult with the County about changes to the Program Assets to the extent the County seeks to consult about such decisions.

3. Term and Termination

- 3.1 The term of this Agreement will begin on the date it is fully executed by the Parties (the "Effective Date") and shall continue until December 31, 2028. Either party may terminate this Agreement for convenience, provided that notice of termination is in writing and transmitted to the other Party not less than ten days prior to the date of termination. In the event that either Party terminates this Agreement for convenience prior to the end of a calendar year, the City will refund County's fee paid under Section 1.1 or 1.2, as applicable, by a pro-rata amount to reflect the portion of the year to which the County did not have access to the Program Assets.

4. General Terms and Conditions

- 4.1 *Representatives.* The City and the County will each designate representatives for the purposes of managing this Agreement and the activities contemplated under this Agreement. Each party may change its representative by providing written notice of such change. The initial representative are: Javier Echeverría Díaz for the City and Adam Crowe for the County.
- 4.2 *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the Program Assets. Any amendment to this Agreement must be in writing and signed by both Parties.
- 4.3 *Assignment.* No assignment of this Agreement or the rights and obligations thereunder shall be valid without the specific written consent of both Parties.

- 4.4 *Choice of Law.* This Agreement shall be governed by the laws of the State of Colorado, without regard to the conflict of laws provision thereof.
- 4.5 *No Third Party Beneficiaries.* Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the City and the County. Any services or benefits that third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
- 4.6 *Authority.* The persons who sign and execute this Agreement represent that they are duly authorized to execute this Agreement in their representative capacity on behalf of a Party.
- 4.7 *Liability; Governmental Immunity.* Each Party shall be solely responsible for its actions, including the actions of its employees, agents, or contractors. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- 4.8. *Appropriation.* To the extent this Agreement or any provision in it constitutes a multiple fiscal year debt or financial obligation of the City or the County, it shall be subject to annual appropriation as required by Colorado law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:

CITY:

**CITY OF FORT COLLINS, COLORADO,
a Colorado municipal corporation**

By: _____
Kelly DiMartino
City Manager

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Asst. City Attorney

Larimer County, a political subdivision of the State of Colorado

By: ^{Signed by:} Mark Johnston
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Director

Date: 9/3/2024

Exhibit A

Milestones

Milestone 2. Business Universe Expected**Time to Completion: 3 weeks**

Based on findings from the past pilot and from Milestone 1:

Milestone 1 Activities:

1. Schedule scope of work meetings
2. Draft scope of work
3. Confirm the Scope of Work
4. Establish Management Software

Milestone 1 Roles & Responsibilities:**Monarca Group**

- Developing Scope of Work narrative
- Outline each organization's R&R
- Develop Gantt chart
- Set up SharePoint for all SBP files

We will collaborate with key stakeholders and the business community to incorporate the missing pieces to better understand the landscape of all diverse businesses in Fort Collins, including but not limited to primary industry, commercial, home-based, and service providers local to and around Fort Collins.

Milestone 2 Activities:

1. Compile lists of registered businesses in Fort Collins
2. Set up the database to:
 - a. Support business demographic analysis
 - b. Align with Milestone 4 activities (Develop culturally relevant bilingual communications and outreach & engagement strategy, develop advisory board strategy and team, develop a GreenBiz Tracker system, develop a TBL business impact tracking tool, establish a Customer Relationship Management (CRM) tool, plan a bilingual kick-off event to launch the program) and CRM tool development and business impact tracker
 - c. Enable evaluation and performance reporting

Milestone 2 Roles & Responsibilities:**Monarca Group**

- Consolidate lists into a sortable database
 - Clean up data and convert it into a useful business data repository
 - Create a format that is TBL user-friendly and connected to Impact tracking tool
- Advise on lists needed and format

City

- Gather lists
- Approve database

Milestone 7. Program Administration**Continuous Programming**

Operations in milestone 7-9 are to reflect program design outlined in Milestone 4 (Develop culturally relevant bilingual communications and outreach & engagement strategy, develop advisory board strategy and team, develop a GreenBiz Tracker system, develop a TBL business impact tracking tool, establish a Customer Relationship Management (CRM) tool, plan a bilingual kick-off event to launch the program) and act as a safe platform to help connect ALL businesses, significantly those historically excluded, focused on FortCollins but available to any in Northern Colorado. Both City and Monarca Administration to serve as champions in the community and be available to share and communicate with City, County, and regional leaders and decision-makers.

¹ Based on infrastructure readiness and website availability

Milestone 7 Activities:

1. Understand and access the landscape of grants that enhance program operations or provide direct-to-business resources.
2. Coordinate bicultural and bilingual communication, education, recognition events, and activities
3. Coordinate Green Biz Tracker
4. Coordinate advisory board
5. Provide maintenance to the TBL resource and business database

Milestone 7 Roles & Responsibilities:**Monarca Group**

- Grants
 - Research, set up, and maintain database of grants researched
 - Recommend grants to be pursued
 - Provide an overview to the City of the purpose and requirements of the grant, who is eligible, and who is recommended to pursue writing the grant; the City, or Monarca Group.
 - Share at meeting or email, depending on what is most timely
 - Include grants researched in monthly progress report.
 - Discuss with City, each organization pursues grants within reason.
- Communication, events, and activities
 - Lead broad communication strategy and implementation
 - Communicate aligned events and activities led by other organizations
 - Manage all communication channels including social media
 - Coordinate all event and activity logistics
 - Identify a diverse set of businesses and business accomplishments to highlight
 - Build and maintain relationships with organizations, also providing business resources
- Green Biz Tracker
 - Manage data entry and maintenance of management tool
 - Attend State facilitated meetings and events
 - Stay at the leading edge of platform use and best practices learned from other communities

- **Advisory board**
 - Schedule hybrid meetings
 - Co-create agenda
 - Co-facilitate meetings
 - Provide SBP updates and highlights
 - Consider other engagement opportunities for advisor board
 - Identify important questions or concepts to bring to the team for direction and decision making
 - Record keeping
 - Document Management
- **TBL Database**
 - Systematic sweep of both in Q2 2024 to ensure accurate and up to date.
 - Add new resources and remove old ones as information becomes available
 - Update webpage
 - Update materials

City

- **Grants**
 - Discuss with MG each organization pursue grants within reason.
- **Communications, events, and activities**
 - Support content and speakers development
 - Attend events when possible
 - Pay vendors as it fits
 - Pays for translation/interpretation (e.g., SBP collateral, presentations, etc.)
- **Green Biz Tracker**
 - Maintain relationship with State liaison
- **Advisory Board**
 - Co-facilitate meetings
 - Co-create agendas
 - Sit on the advisory board
 - City provides updates from City programming and community priorities
 - Empower MG and the advisory board to lead
 - Provides funding to pay members
 - Pay vendors as it fits
 - Pay for translation/interpretation (e.g., agenda, presentations, etc.)

- TBL Database
 - Inform MG if awareness of a resource emerging or is no longer being available
 - Research other potential resources

Milestone 8. Program Outreach and Engagement

Continuous Programming

In developing a successful, equitable program, alignment with key community members is crucial for building trust, promoting participation, enhancing communication, improving decision-making, achieving better outcomes, and promoting sustainable development.

Milestone 8 Activities:

1. Establish operational processes, logistics, and documentation templates
2. Create bicultural materials to support successful participation (City provides translation)
3. Build and maintain people-first relationships
4. Recruit businesses to participate
 - a. Weekly outreach
5. Enroll businesses
6. Document results of business interactions

Milestone 8 Roles & Responsibilities:

Monarca Group

- Establish processes
- Create materials
 - Proofread and brand
 - Build Relationships
 - Establish friendships
- Recruit Businesses
 - Offer value
 - Explain benefits
 - Provide resources
- Enroll Businesses
 - Walk them through sign up process as needed
 - With Greenbiz Tracker
 - Without Greenbiz Tracker
 - TBL intake form (baseline impact tracker information)
 - Establish MG primary point of contact for each business
 - Provide clear information on resources suitable for the business needs
 - Answer questions
 - Personalized advising
 - Provide performance assessment
- Document results of business interactions
 - Interactions documented in CRM
 - Impact documented in impact tracker

- Create and administer impact surveying
 - 2X's per business between Sept 2023 and Dec 2024 (~every 6 months)
 - TBL quantitative and qualitative factors

City

- Establish processes
 - Support development through discussion and advising
- Create materials
 - Support review and proofing process
 - Pays for translation (e.g., SBP collateral, presentations, etc.)
- Build Relationships
 - Leverage engagement opportunities to promote the sustainable business program
 - Encourage and spread the word amongst coworkers so they also promote the program
 - City internal communications planning and implementation
- Recruit Businesses
 - Support the recruitment process with warm introductions whenever possible
- Enroll Businesses
 - n/a
 - Document results of business interactions
 - Organize and prepare MG developed information for the City's budgeting process

Milestone 9. Performance Monitoring

Continuous Programming

Compile and analyze data collected through program operations in a regular, short-term cadence. Provide light analysis and a short description of results describing trends or known future expectations and discuss results with City during check-in meetings.

Milestone 9 Activities:

1. Up-to-date and accurate data in all trackers
2. Monthly dashboard
3. Quarterly reports
4. Biweekly meetings between City and Monarca administrators

Milestone 9 Roles & Responsibilities:

Monarca

- Up-to-date and accurate data in all trackers
 - a. As business communications, meetings, assessments, activities and events occur, input data into trackers
- Monthly dashboard to include primary metrics
 - a. Green Biz Tracker progress
 - b. Business Impact Tracker progress

- c. Engagement progress
- d. Demographic breakdown of business participation
- e. Grants researched or pursued
- f. Mission moment (qualitative or anecdotal information) (optional as available)
 - i. share a short story or two about operational accomplishments that epitomizewhat we are trying to accomplish with this work
- o Quarterly reports with qualitative insights and information
 - a. Analysis and short description
 - i. notable operational accomplishments
 - ii. trends observed
 - iii. future trends/pitfalls/windfalls to plan for
- o Biweekly meetings with the City
 - a. Review and discuss dashboard report
 - b. Discuss opportunities on grants research and progress made
 - c. Discuss TBL resource universe additions

City

- o Up to date and accurate data in all trackers
 - a. n/a
- o Monthly dashboard
 - a. n/a
- o Quarterly reports
 - a. Approve reports
 - b. Leverage for internal communications
 - i. Create awareness with Monarca when grabbing and sharing information with leadership
 - c. Incorporate into discussions on future of programing
- o Biweekly meetings
 - a. Review and discuss the dashboard report
 - b. Discuss opportunities on grants research and progress made
 - c. Discuss TBL resource universe additions

Milestone 11. Final Program Evaluation and Reporting

Expected Time to Completion: 6 weeks

Start Date: December 1, 2024

Due Date: January 15, 2025

Occurs at the end of the contract period. Process of compiling and analyzing data collected through program operations and regular progress reporting to enable evaluation of program progress. Discuss overall lessons learned and recommended next steps for program. Produce report.

Milestone 11 Activities

1. Conduct evaluation process

2. Review evaluation results
3. Produce Final Program Report

Milestone 11 Roles & Responsibilities:

Monarca

- Conduct evaluation process
 - a. Produce information developed through performance monitoring monthly dashboards and quarterly reports
 - b. Develop evaluation questions
 - c. Facilitate discussion
 - d. Record input received
- Review evaluation results
 - a. Analyze input received against tracker data and metrics
- Produce Final Program Report
- Conduct evaluation process
 - a. Participate and provide input into process
- Review evaluation results
 - a. Participate and provide input into process
- Produce Final Program Report
 - a. Review and approve report

Exhibit B

Confidentiality

IN CONNECTION WITH THIS AGREEMENT, the parties agree to comply with reasonable policies and procedures with regard to the exchange and handling of confidential information and other sensitive materials between the parties, as set forth below.

1. Definitions.

For purposes of this Agreement, the party who owns the confidential information and is disclosing same shall be referenced as the "Disclosing Party." The party receiving the Disclosing Party's confidential information shall be referenced as the "Receiving Party."

2. Confidential Information.

Confidential Information controlled by this Agreement refers to information which is not public and/or is proprietary and includes by way of example, but without limitation, CITY customer information, utility data, service billing records, customer equipment information, location information, network security system, business plans, formulae, processes, intellectual property, trade secrets, designs, photographs, plans, drawings, schematics, methods, specifications, samples, reports, mechanical and electronic design drawings, customer lists, financial information, studies, findings, inventions, and ideas.

To the extent practical, Confidential Information shall be marked "Confidential" or "Proprietary." Nevertheless, THE COUNTY shall treat as Confidential Information all customer identifiable information in any form, whether or not bearing a mark of confidentiality or otherwise requested by the CITY, including but not limited to account, address, billing, consumption, contact and other customer data. In the case of disclosure in non-documentary form of non-customer identifiable information, made orally or by visual inspection, the Disclosing Party shall have the right, or, if requested by the Receiving Party, the obligation to confirm in writing the fact and general nature of each disclosure within a reasonable time after it is made in order that it is treated as Confidential Information. Any information disclosed to the other party prior to the execution of this Agreement and related to the services for which THE COUNTY has been engaged shall be considered in the same manner and be subject to the same treatment as the information disclosed after the execution of this AGREEMENT with regard to protecting it as Confidential Information.

3. Use of Confidential Information.

Receiving Party hereby agrees that it shall use the Confidential Information solely for the purpose of performing its obligations under this AGREEMENT and not in any way detrimental to Disclosing Party. Receiving Party agrees to use the same degree of care Receiving Party uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information. Except as otherwise provided herein, Receiving Party shall keep

confidential and not disclose the Confidential Information. The CITY and THE COUNTY shall cause each of their directors, officers, employees, agents, representatives, and subcontractors to become familiar with, and abide by, the terms of this section, which shall survive this AGREEMENT as an on-going obligation of the Parties.

THE COUNTY shall not use such information to obtain any economic or other benefit for itself, or any third party, other than in the performance of obligations under this AGREEMENT.

4. Exclusions from Definition.

The term "Confidential Information" as used herein does not include any data or information which is already known to the Receiving Party or which before being divulged by the Disclosing Party (1) was generally known to the public through no wrongful act of the Receiving Party; (2) has been rightfully received by the Receiving Party from a third party without restriction on disclosure and without, to the knowledge of the Receiving Party, a breach of an obligation of confidentiality; (3) has been approved for release by a written authorization by the other party hereto; or (4) has been disclosed pursuant to a requirement of a governmental agency or by operation of law.

5. Required Disclosure.

If the Receiving Party is required (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or by federal, state, or local law, including without limitation, the Colorado Open Records Act) to disclose any Confidential Information, the Parties agree the Receiving Party will provide the Disclosing Party with prompt notice of such request, so the Disclosing Party may seek an appropriate protective order or waive the Receiving Party's compliance with this AGREEMENT.

The Receiving Party shall furnish a copy of this AGREEMENT with any disclosure.

6. Notwithstanding paragraph 5, THE COUNTY shall not disclose Confidential Information to any person, directly or indirectly, nor use it in any way, except as required or authorized in writing by the CITY.

7. Red Flags Rules.

THE COUNTY must implement reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft in compliance with the Identity Theft Red Flags Rules found at 16 Code of Federal Regulations part 681. Further, THE COUNTY must take appropriate steps to mitigate identity theft if it occurs with one or more of the CITY's covered accounts and must as expeditiously as possible notify the CITY in writing of significant breaches of security or Red Flags to the CITY.

8. Data Protection and Data Security.

In addition to the requirements of paragraph 7, THE COUNTY shall have in place information security safeguards designed to conform to or exceed industry best practices regarding the protection of the confidentiality, integrity and availability of utility and customer information and shall have written agreements requiring any subcontractor to meet those standards. These

information security safeguards (the "Information Security Program") shall be materially consistent with, or more stringent than, the safeguards described in this Exhibit.

a) THE COUNTY's information security safeguards shall address the following elements:

- Data Storage, Backups and Disposal
- Logical Access Control (e.g., Role-Based)
- Information Classification and Handling
- Secure Data Transfer (SFTP and Data Transfer Specification)
- Secure Web Communications
- Network and Security Monitoring
- Application Development Security
- Application Security Controls and Procedures (User Authentication, Security Controls, and Security Procedures, Policies and Logging)
- Incident Response
- Vulnerability Assessments
- Hosted Services
- Personnel Security

b) Subcontractors. THE COUNTY may use subcontractors, though such activity shall not release or absolve THE COUNTY from the obligation to satisfy all conditions of this AGREEMENT, including the data security measures described in this Exhibit, and to require a substantially similar level of data security, appropriate to the types of services provided and Customer Data received, for any subcontractor THE COUNTY may use. Accordingly, any release of data, confidential information, or failure to protect information under this AGREEMENT by a subcontractor or affiliated party shall be attributed to THE COUNTY and may be considered to be a material breach of this AGREEMENT.

9. Confidential Information is not to be stored on any local workstation, laptop, or media such as CD/DVD, USB drives, external hard drives or other similar portable devices unless the THE COUNTY can ensure security for the Confidential Information so stored. Workstations or laptops to be used in the Service(s) will be required to have personal firewalls on each, as well as have current, active anti-virus definitions.
10. The agreement not to disclose Confidential Information as set forth in this Exhibit shall apply during the term of the Service(s) and or AGREEMENT and at any time thereafter unless specifically authorized by the CITY in writing.
11. If THE COUNTY breaches this AGREEMENT, in the CITY's sole discretion, the CITY may immediately terminate this Agreement and withdraw THE COUNTY's right to access Confidential Information.
12. Notwithstanding any other provision of this AGREEMENT, all material, i.e., various physical forms of media in which Confidential Information is contained, including but not limited to writings, drawings, tapes, diskettes, prototypes or products, shall remain the sole property of

the Disclosing Party and, upon request, shall be promptly returned, together with all copies thereof to the Disclosing Party. Upon such return of physical records, all digital and electronic data shall also be deleted in a non-restorable way by which it is no longer available to the Receiving Party. Written verification of the deletion (including date of deletion) is to be provided to the Disclosing Party within ten (10) days after completion of engagement, whether it be via termination, completion or otherwise.

13. THE COUNTY acknowledges that the CITY may, based upon the representations made in this AGREEMENT, disclose security information that is critical to the continued success of the CITY's business. Accordingly, THE COUNTY agrees that the CITY does not have an adequate remedy at law for breach of this AGREEMENT and therefore, the CITY shall be entitled, as a non-exclusive remedy, and in addition to an action for damages, to seek and obtain an injunction or decree of specific performance or any other remedy, from a court of competent jurisdiction to enjoin or remedy any violation of this AGREEMENT.

