

**CITY OF GREELEY
COMMUNITY SERVICES FUNDING AGREEMENT
ESSENTIAL SERVICE CONTRACT**

THIS AGREEMENT is entered into as of this 1st day of January 2021 by and between the City of Greeley, a home rule municipality (“City”) whose address is 1000 10th Street, Greeley, CO 80631 and The State of Colorado acting for and on behalf of the Board of Trustees of the University of Northern Colorado, 501 20th Street, Greeley, CO 80639, for the use and benefit of the Small Business Development Center (“Recipient”) whose address is 807 17th Street, Greeley, CO 80631.

I. BACKGROUND

- A. Recipient has requested funds from the City for the purpose of furnishing the services described in its application (summarized in the Scope of Services, below); and
- B. The City has determined that the Recipient's proposed use of funds furthers a municipal and public purpose; and
- C. This Agreement describes the mutual understanding between the Recipient and the City relative to the conditions under which City funds are therefore provided to the Recipient.

II. AGREEMENT

- A. Scope of Services: City of Greeley funds will be used by the Recipient for general administrative and operating support (detailed further in Attachment A) to enhance the economic viability of Greeley via the following services:
 - 1. Business counseling and technical training to Greeley business owners;
 - 2. Provide virtual incubator services via the BizHub Collaborative;
 - 3. Referral of businesses within Greeley to appropriate City of Greeley staff based upon specific services needed, which will require a basic understanding of the City of Greeley business registration, expansion and development processes;
 - 4. Reporting of job creation and capital invested by businesses within Greeley;
 - 5. Delivery of targeted business education and training seminars;
 - 6. Actively collaborate and promote all Weld County economic development partners.

The Recipient agrees to perform the Services as described in the Scope of Services and represents that it has the authority and capacity to perform the services in compliance with the provisions of this Agreement. In addition to the described Scope of Services, Recipient agrees to the following conditions in exchange for the City's funds for the services described as part of this Agreement:

1. Service to Greeley Residents: The Recipient shall not use the funds received from the City from this Agreement to serve persons living outside of the City;
2. Advertising: Recipient shall include the wording "Sponsored in part by the City of Greeley" on all promotional, advertising, invitations, and other print or media material for Recipient's programs and services for which City Funds are made available under this Agreement;
3. Special Conditions: In the course of providing the Scope of Services Recipient shall also adhere to the following special conditions:
None
4. Compliance with CRS standards: Recipient shall limit services to United States citizens, permanent residents of the United States, or lawfully present in the United States pursuant to federal law (see Section L of this Agreement).

B. City's Responsibilities. With this Agreement the City designates the Economic Health and Housing Director for the City of Greeley, or his/her designee, as a representative of the City authorized to make all necessary decisions required of the City on behalf of the City in connection with execution of this Agreement and disbursement of funds.

C. Grant Award. If Recipient is not in default in any part of the terms of this Agreement, and subject to paragraph G below, the City may provide funds to the Recipient as follows:

1. Four (4) quarterly installments of \$3,250, for a total of \$13,000 upon City's receipt of an invoice from the Recipient, which contains the following information:
 - a. Description of those services provided for the month as described in the Scope of Services;
 - b. Detailed accounting of the use of the funds as requested for reimbursement by City;
 - c. Description of number and type of businesses served and method of ascertaining participation;
 - d. Evidence, if relevant, that persons served were legally present in the United States at the time the service was provided.
2. The City will endeavor to make payment within two weeks and no later

than 30 days following receipt of Recipient's invoice. Upon satisfactory showing of need, City may advance to Recipient, once during the term of this Agreement, an amount not to exceed one monthly installment. The final monthly installment shall be paid not later than thirty (30) days from the final request for payment following services rendered by the Recipient. Any funds remaining that had been authorized for services provided in this Agreement and not expended by December 31, 2021 or drawn as of February 1, 2022 shall be reprogrammed by the City at its sole discretion.

D. Term. The City's obligation to provide funding under this Agreement shall begin on the date this Agreement is executed by the City (the "Effective Date") and end on December 31, 2021, unless earlier terminated as set forth in paragraph G below. The City shall not pay any costs or expenses incurred by the Recipient before the Effective Date of this Agreement. Funding shall not be guaranteed after December 31, 2021.

E. Applicable Law. This Agreement is made subject to and incorporates herein, as if set out in full, the Charter and Ordinances of the City of Greeley, and all applicable Federal and State Laws and regulations, and Recipient agrees to abide by and comply with same.

F. Assurances. Recipient acknowledges and agrees that City funds shall not be used for lobbying for the purpose of influencing pending or proposed legislation, nor to influence quasi-judicial decision making by any elective bodies. Recipient further acknowledges and agrees that no person shall, on the grounds of disability, race, creed, color, sex, sexual orientation, marital status, national origin, ancestry, or religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of Recipient's programs or activities receiving City financial assistance hereunder.

G. Termination.

1. For Cause by the City. The City may immediately terminate this Agreement if the Recipient materially fails to comply with any term or condition of the Agreement.

2. Without Cause by Either Party. Either party may terminate the Agreement upon thirty (30) days written notice to the other party. No payments will be due or owing from the City to the agency on or following the date of the written notice, including payments for services completed prior to the termination date.

3. Upon Change in Program, Scope of Services or Budget. If Recipient desires to reduce, terminate, or materially modify its Scope of Services or Budget, Recipient shall, before implementing any such change, immediately notify the City in writing of its intention to make such a change. City will evaluate the merits of the change in Scope of Services and may elect to either terminate the Agreement or amend it at a level that corresponds with the change as proposed by

the Recipient. Such determination by the City shall be provided in writing to the Recipient within thirty (30) days of receiving notice of the proposed change. Recipient's failure to so notify the City shall cause this Agreement, without any further action on the part of the City, to be immediately terminated, and all future installment payments of City Funds to Recipient shall cease.

4. Materials and Documents. In the event this Agreement is terminated, all finished or unfinished materials, documents, data, studies, and reports prepared by the Recipient pursuant to this Agreement shall, at the option of the City, become the City's property.

5. Recipient's Obligations. Termination of this Agreement shall not release or discharge the Recipient from any obligation incurred prior to the date of termination and the provisions of paragraphs hereof shall survive such termination.

6. Return of Funds. Upon termination of this Agreement, all City Funds then in possession of Recipient which have not been spent or obligated in conformity with Recipient's Budget and this Agreement shall immediately be returned to the City.

H. Independent Contractor Status. Recipient shall, at all times, be deemed an independent Contractor and neither Recipient, nor its officers, agents and employees shall at any time be deemed employees, officers, or agents of the City. Recipient shall be solely responsible for the acts of its officers, agents, and employees and payment of all withholding taxes, social security, unemployment compensation, workman's compensation, or other taxes, and shall hold the City harmless and indemnify the City from all claims for same.

I. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of the Recipient to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City and other applicable monitoring and evaluating criteria and standards. The Recipient shall cooperate with the City relating to such monitoring and evaluation.

J. Recipient Files and Activity Reports. The Recipient shall retain information in its files which shall clearly document all activities performed in conjunction with this Agreement including, but not limited to, financial transactions, conformance with assurances, and Recipient activity reports. A Recipient activity report shall be submitted with all requests for reimbursement or payment by the City.

K. Indemnification. Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk

management statutes, §§24-30-1501, et seq. C.R.S. 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, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101, *et. seq.*, as now or hereafter amended.

L. Compliance with C.R.S. § 24-76.5-103.

1. Recipient acknowledges that the funds provided pursuant to this Agreement are a “public benefit” within the meaning of C.R.S. § 24-76.5-103. As such, the Recipient shall ensure compliance with C.R.S. § 24-76.5-103 by performing the required verifications. Specifically, when required the Recipient shall ensure that:

a. If the public benefit provided by the funds flows directly to a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:

- complete the affidavit attached to this Agreement as Attachment B.
- attach a photocopy of the front and back of one of the following forms of identification: a valid Colorado driver’s license or Colorado identification card; a United States military card or military dependent’s identification card; a United States Coast Guard Merchant Mariner identification card; or a Native American tribal document.

b. If an individual applying for the benefits identified herein executes the affidavit stating that he/she is an alien lawfully present in the United States, Recipient shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the “SAVE Program,” operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event Recipient determines through such verification process that the individual is not an alien lawfully present in the United States, the Recipient shall not provide benefits to such individual with funds awarded pursuant to this Agreement.

c. Exemptions. City acknowledges that the Scope of Services provided by Recipient herein may fall within several exceptions to the verification requirements of C.R.S. § 24-76.5-103 for non-profits. For example, certain programs, services, or assistance such as, but not limited to, soup kitchens, crisis counseling and intervention, short-term shelter or prenatal care are not subject to the verification requirements of C.R.S. § 24-76.5-103.

M. Conflicts of Interest. The Recipient covenants that no member of its Board of Directors or any officer or employee presently has any personal interest in the Project and shall not acquire any interest therein that would conflict with the performance of the

Services required under this Agreement or by any applicable law, regulation, or ordinance.

N. Alteration. No addition, alteration, amendment, or modification of the terms of this Agreement, nor verbal understandings of the parties, their officers, agents or employees, shall be valid unless reduced to writing and executed by the parties hereto.

O. Assignment. Recipient may not assign this Agreement in whole or in part without the prior written consent of the City.

P. Prior Agreements. This Agreement supersedes all prior agreements and understandings, whether written or verbal, of the parties hereto relating to City funds to be paid Recipient by the City, and, upon execution of this Agreement by all the parties hereto, all such prior agreements and understandings, whether written or verbal, shall terminate except as otherwise provided herein.

Q. Enforcement. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Recipient, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the City and the Recipient that any person other than the City or the Recipient receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

R. Notice. Notice shall be deemed to have been duly given if mailed first class mail, postage prepaid to:

CITY:

City of Greeley
Benjamin Snow
Economic Health & Housing Director
1100 10th Street, Suite 201
Greeley, CO 80631

RECIPIENT:

University of Northern Colorado
Office of Sponsored Programs
Chris Saxton
Kepner Hall
Campus Box 43
Greeley, CO 80639

With copy to:

City Attorney
City Attorney's Office
1100 10th Street, Suite 401
Greeley, CO 80631

Or such other address as Recipient or City shall hereafter designate in writing delivered to the other party.

S. Authority to Bind. The person or persons signing below on behalf of Recipient represent and warrant that such person or persons has the requisite authority to execute this Agreement for and on behalf of Recipient and legally bind Recipient thereto.

T. Appropriation. Pursuant to law, this Agreement is subject to adequate appropriation in any given fiscal year of the City of Greeley. Should adequate funds not be appropriated in any fiscal year to maintain the terms and conditions of this Agreement, the parties agree that the Agreement shall immediately terminate. It is expressly understood and agreed by and between the parties hereto that the only expenditures to be made by the City are those expenditures specifically provided for herein.

IN WITNESS WHEREOF, the City and Recipient have executed this Agreement the day and year first above written.

THE CITY OF GREELEY, COLORADO:

RECIPIENT:

By: _____
Mayor

By: _____
Chris Saxton
Director, Office of Research and
Sponsored Programs

ATTEST:

By: _____
City Clerk

APPROVED AS TO SUBSTANCE

By: _____
City Manager

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

AS TO AVAILABILITY OF FUNDS:

By: _____
Director of Finance

ATTACHMENT B

AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

___ I am a United States citizen, or

___ I am a legal permanent resident of the United States, or

___ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute § 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

INTERNAL USE ONLY Valid forms of identification

- current Colorado driver’s license, minor driver’s license, probationary driver’s license, commercial driver’s license, restricted driver’s license, instruction permit
- current Colorado identification card
- U.S. military card or dependent identification card
- U.S. Coast Guard Merchant Mariner card
- Native American Tribal Document

The following forms of identification may be accepted pursuant to HB06S-1023, effective August 1, 2007.*

- certificate verifying naturalized status by an authorized agency of the United States bearing Applicant’s intact photograph impressed and the raised embossed seal of the issuing agency;
- certificate verifying United States citizenship issued by an authorized agency of the United States bearing Applicant’s intact photograph impressed with the raised embossed seal of the issuing agency;
- order of adoption by a U.S. court with seal of certification
- valid driver’s license or ID card bearing applicant’s photograph issued by a lawful presence state. (All states are lawful presence states including the District of Columbia with the exception of: HI, IL, MD, NE, NM, UT, and WA. If on the face of the license or ID card presented it says that it is an Enhanced driver license or ID card, then it is to be accepted as a lawful presence document.)
- valid immigration documents demonstrating Lawful Presence and verified through the Systematic Alien Verification for Entitlements, administered by the United States Citizenship and Immigration Services of the Department of Homeland Security. Valid immigration documents are as follows: Unexpired Foreign Passport bearing an unexpired “Processed for I-551” stamp or with an attached unexpired “Temporary I-551” visa; Unexpired Foreign Passport accompanied by an “I-94” indicating a specific future “until” date; “I-94” with refugee or asylum status; and Unexpired “Resident Alien” card, “Permanent Resident” card, or “Employment Authorization” card.

*If individual applicants for a public benefit cannot produce the documentation necessary to prove lawful presence, they may request a waiver. The waiver is available for individuals who: (1) due to a chronic health or medical condition, lack sufficient mobility to appear in person to apply for a Colorado driver license or Colorado identification card, or (2) due to lack of a permanent physical address in Colorado, do not qualify for a Colorado driver license or Colorado identification card, or (3) may lack sufficient documentation to receive a Colorado driver license or Colorado identification card. Contact your department director.