

**MEMORANDUM OF UNDERSTANDING
ON DOING BUSINESS AND WORKING COOPERATIVELY
Between The Latino Chamber of Boulder County (The LCC) and
The Longmont Downtown Development Authority (The LDDA)**

Whereas, The missions of The LCC will advocate, promote and facilitate the success of Latino Businesses

Whereas, **The LCC and The LDDA** are both Business leaders and have aspirations to work together for the good of businesses in the County of Boulder.

Whereas, **The LCC and The LDDA** recognize the importance of providing services towards supporting the economy and providing networking opportunities to all businesses in the County of Boulder.

Whereas, both agencies have collaborated successfully on this memo of understanding and have discussed issues, and are convinced of the importance of furthering this collaboration to leverage each other's expertise;

Whereas, **The LCC and The LDDA** believe that a formal memorandum will provide the structure and basis for implementing and expanding joint ventures and for developing and applying a set of activities to achieve innovative, cost-effective and demonstrable results within the business community;

The LCC and The LDDA agree to the following memorandum of understanding (MOU):

- I. **PARTIES** : This document constitutes an agreement between **The LCC and The LDDA** particularly where benefits to the businesses and their owners would arise from joint activities. Each agency's contributions will be acknowledged as appropriate in agreed upon publications, press releases, etc., resulting from joint activities.

- II. **THE PURPOSE OF THIS MOU IS TO** To expand the collaboration of both agencies related to:
 - A. Support will be defined as: the collaboration with and between each other to promote our stated missions to all member businesses and community members.
 - B. The parties agree that their mutual goal is to promote and conduct business that results in quality business relations and strengthens business opportunities for all businesses in Boulder County.
 - C. The parties also agree that the collaboration to promote diversity is a valuable asset to both agencies. With this stated goal, this MOU identifies the following, long-term joint communication objectives:
 1. **Collaborate** as to further our common goals and objectives.
 2. **Outreach** to promote our activities to clients, customers and circles of influence..
 3. **Other activities** and joint plans may be entered into upon request and mutual agreement, and when appropriate, for a reasonable fee.
 - D. It is the intent of both organizations to continue to explore approaches for

information sharing and dissemination;

- E. This MOU lays the foundation for a broader, co-sponsored program that would improve efficiencies and avoid redundant activities and services, through leveraging resources and capabilities within each agency.

III. LIMITATIONS:

- A. All commitments made in this MOU are subject to the availability of appropriated funds and each agency's budget priorities. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable contracts, regulations, and procedures, and will be subject to separate subsidiary agreements that will be effected in writing by representatives of both parties.
- B. This MOU in no way restricts either of the parties from participating in any activity with other public or private agencies, organizations, or individuals.
- C. This MOU does not direct or apply to any person outside **The LCC and The LDDA**. It is strictly for internal management purposes for each of the parties. This MOU is not legally enforceable and shall not be construed to create any legal obligation on the part of either party.
- D. As a result of this MOU, neither **The LCC and The LDDA** endorse the purchase or sale of products and services provided by private companies that participate in this effort.

IV. BOTH PARTIES AGREE TO THE FOLLOWING RESPONSIBILITIES:

- A. Meet at least once per year or as necessary to review progress under this MOU and to update the joint plans for meeting its objectives **The LCC and The LDDA** will alternately take the lead in setting up these meetings and will involve the appropriate parties across both organizations.
- B. Jointly work to transfer the relevant information, and tools that are needed to support business decision making to interested local businesses and local institutions and the public, providing for assistance as appropriate.
- C. Jointly explore broadening their collaboration and to include other agency partners.

V. PERIOD OF AGREEMENT :

- A. This MOU will be effective when signed by both parties. This MOU may be amended at any time by the mutual written consent of the parties. The parties will review this MOU at least once every two years to determine whether it should be revised, renewed, or canceled. Either party may terminate this agreement by providing 90 days' written notice to the other party. This MOU constitutes the entire agreement between the parties for its stated purpose, and no modification or addition will be valid unless signed by the parties and appended to this agreement.

**The Latino Chamber of Commerce of
Boulder County**

**The Longmont Downtown Development
Authority**

Peter Salas, Chairman

Kimberlee McKay, Executive Director