

**LICENSE AGREEMENT
(FOR PERIODIC USE OF THE SMALL BUSINESS RESOURCE CENTER)**

THIS LICENSE AGREEMENT (the “License”) is made and entered into this 31st day of October, 2025 through October 31, 2026 (the “Effective Date”), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado 80022 (the “City”), and ADELANTE COMMUNITY DEVELOPMENT (the “Licensee”), a Colorado non-profit whose principal place of business is located at 7296 Magnolia St, Commerce City, Colorado 80022. For the purposes of this License, the City and Licensee shall be collectively referred to as the “Parties” or individually as a “Party.”

INTRODUCTION

A. The City owns and operates the Small Business Resource Center to assist small businesses and entrepreneurs in the community by providing workshops, trainings and one-on-one counseling to help address some of the most important challenges when starting or growing a business.

B. The Licensee is a non-profit organization focused on serving Latino families and entrepreneurs. Licensee works to provide the leadership, empowerment, and resources Latino entrepreneurs need to further their business goals. Licensee is Adams County’s first non-profit association dedicated to helping monolingual Spanish-speaking business owners succeed. Licensee promotes their goals through initiatives that advance education, health, and community development.

C. Consistent with and in furtherance of the City’s goals and objectives, the Licensee desires the periodic use of The City of Commerce City Small Business Resource Center, located at 7270 Monaco St, Commerce City, Colorado, 80022 (the “Property”) to conduct classes for entrepreneurial and small business training.

D. The City has the authority to enter into agreements for the use of City owned property and, pursuant to the Commerce City Revised Municipal Code 2-4202, the City desires to allow Licensee the use of the Property to provide workshops, trainings and one-on-one counseling to support entrepreneurs and small businesses.

NOW THEREFORE, the Parties agree as follows:

I. GRANT AND TERM OF LICENSE

1.1 Period of Use. Subject to Licensee’s compliance with the various terms, conditions, and provisions contained in this License, City grants to the Licensee, a personal, limited, revocable, and non-exclusive license to enter, re-enter, and use the Property during the times and on the dates listed in **Exhibit A**, attached hereto and incorporated herein, until either party submits a notice to terminate. The Licensee shall have the right to enter the Property to provide the following workshops for small business owners; Business Registration and T.A, QuickBooks, Sal y Pimienta Incubator 2024, AceleraTuNegocio, and Curso Fundamentos de Digitalizacion. The scope of which is further described in **Exhibit A**.

1.2 Termination. This License will terminate at the will of the City or by the surrender of the License by the Licensee. In the event the City terminates at will, the City will provide written notice by first class mail to the Licensee terminating the License at any time by providing written

notice to the Licensee at the address written above. In the event the Licensee desires to terminate this License, the Licensee will provide written notice by first class mail to the Licensee terminating the License at any time by providing written notice to the Licensee at the address written above. Upon termination of this License for any reason, the Licensee shall return the keys to the Property and restore the Property to its original condition within thirty (30) days of the date of termination.

1.3 Location of Properties. The Licensee is permitted to use the area of the Property as described in **Exhibit B**, attached hereto and incorporated herein, except for the locked office and the utility room to which Licensee and their agents, assigns, and invitees are not granted entry.

1.4 Use of Property. The Licensee shall use the Property only on the dates listed in **Exhibit A**, attached hereto and incorporated herein. If Licensee wishes to use the Property at any time not listed in **Exhibit A**, they shall submit a written request to the City Representative, as defined below in section 2.4, no later than thirty (30) days prior to the date of the use. The Licensee shall require all persons present at any period of use of the Property to sign an attendance the roster, attached hereto and incorporated herein as **Exhibit D**. Which shall then be submitted to the City Representative within one week of each period of use.

1.5 Purpose of License. Licensee is granted entry only to conduct the following workshops for small business owners (the “Participants”), Business Registration and T.A., Quickbooks, Sal y Pimienta Incubator 2024, Acelera Tu Negocio, Curso Fundamentos de Digitalizacion.

1.6 Condition of Property. Licensee expressly covenants that it shall return the Property to the same condition, or as close as possible, that existed on the property at the beginning of each period of use. This includes removing any debris or trash not previously present on the property. This also includes repairing any damages to the Property caused by Licensee's or their Participants' use. If such damages are not restored by the Licensee, the Licensee shall pay the City for such damages.

1.7 Compliance. The Licensee and any Participants shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental, health, and safety requirements at Licensee's sole cost and expense.

1.8 Indemnity. The Licensee shall be liable and responsible for any and all damages to persons or property caused by or arising from the actions or omissions of the Licensee, its employees, agents, Participants, or representatives, in the exercise of the Licensee's rights under this License. The Licensee shall indemnify, defend, and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (the “**Indemnified Parties**”) from any and all alleged or actual claims and liability, including without limitation attorney fees and expenses, arising from or relating to the actions or omissions of the Licensee, its employees, agents, or representatives, in the exercise of the Licensee's rights under this License. The provisions set forth in this Section shall survive the satisfaction, expiration or termination of this License.

1.9 Insurance. By signing this License, Licensee specifically agrees that it has adequate insurance, and will continue to maintain adequate insurance, to cover any injury or damage that may be caused or suffered while on the Property, and agrees to bear the costs of such injury or damage. A copy of Licensee's certificate of insurance is attached hereto and incorporated herein as **Exhibit C**.

1.10 City's Rights. The City retains the right to the undisturbed full use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair the Licensee's use of the Property except as authorized by this License. The City reserves the right to grant additional licenses, or any other applicable agreements, within the Property and to perform any acts it deems necessary within the Property so long as such acts are not inconsistent with and do not unreasonably interfere with this License or Licensee's use of the Property. The City may relocate, or may require the Licensee to relocate, if in the opinion of the City it is reasonably necessary to a present or future use of the Property by the City.

1.11 After hours. The Licensee agrees to alert City's facilities department, as well as any necessary emergency services, of any issue with the Property or any event requiring immediate response or attention, that occurs after regular business hours. The Licensee shall contact the facilities department by calling 303-227-8840 and, when necessary, emergencies services by calling 911.

II. MISCELLANEOUS

2.1 No Partnership. This License is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or a trust between the Parties.

2.2 No Third-Party Beneficiaries. No provision of this License is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person or Participant other than the Parties and their respective successors and permitted assigns.

2.3 Cooperation. The City and Licensee agree to reasonably cooperate with each other in good faith at all times throughout the term of this License, in order to achieve the purposes and intent of this License.

2.4 City Representative. The City appoints Jason Dennison, Director of Strategic Partnership, or his designee, as the "City Representative" under this License. The City Representative will be the primary point of contact for Licensee in connection with this License, unless the City or the City Representative designates another individual, according to the notice requirements outlined in section 2.5.

2.5 Notice. Unless otherwise specified, written notice will be deemed to have been duly served if delivered via email to the addresses listed below.

If to Licensee:

Maria Gonzalez
Adelante Community Development
Founder and CEO
7296 Magnolia St,
Commerce City, Colorado 80022
maria@adelantecommunity.org

If to City:

Jason Dennison
Acting Assistant City Manager -7887
E 60th Ave

2.6 Entire Agreement; Modification; Assignment. This License represents the entire and integrated agreement between the Parties regarding the subject matter addressed herein and supersedes all prior proposals, negotiations, representations, understandings and agreements, either written or oral, between the Parties. There is no other collateral agreement, in oral or written format, between the Parties that in any manner relates to the subject matter of this License. This License may not be modified or amended except by mutual written agreement executed by an elected official, officer, or other authorized representative of both Parties. Neither this License nor any duties or obligations hereunder will be assignable by Licensee without the prior written consent of the County.

2.7 Invalidity. If any one or more of the provisions contained in this License will for any reason be held to be invalid, illegal, or unenforceable in any respect, this License will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this License are declared to be severable.

2.8 Governing Law; Venue. The validity of this License and any of its terms and provisions as well as the rights and duties of the Parties will be governed by the laws of the State of Colorado; and venue for any action concerning this License will be in Adams County of Colorado.

2.9 Counterparts. This License may be executed in any number of counterparts, each of which will be deemed an original and constitute one and the same instrument.

2.10 Public Information Act. The City is a public entity subject to the Colorado Open Records Act, (“CORA” or “Act”) C.R.S. § 24-72-201 to -205.5, and this License and any related documents are subject to public disclosure. The City will take reasonable steps to keep confidential only documents actually prevented from disclosure under the Colorado Open Records Act, C.R.S. § 24-72-201 -205.5, which efforts may include notifying the Contractor of a CORA request and allowing the Contractor to take steps to prevent disclosure, where and when it is reasonably possible to do so. The Contractor will indemnify and hold the City harmless from any claims arising from the release or inadvertent disclosure of confidential or proprietary information, and from any claims arising from the withholding, or release of documents not protected from disclosure under the Act.

2.11 ACCESSIBILITY.

- Licensee will comply with all applicable provisions of §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability (“Accessibility Standards”), as established by the State of Colorado Office of Information and Technology (“OIT”) pursuant to § 24-85-103(2.5) C.R.S. Licensee will also comply with all State of Colorado technology standards related to technology accessibility with Level AA of the most current version of the Web Content Accessibility Guidelines (“WCAG”), incorporated in the State of Colorado technology standards.
- The Licensee will indemnify and hold harmless the City, its elected officials, officers, employees, and agents (“Indemnified Parties”) against all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including reasonable attorney’s fees and related costs) incurred by any of the Indemnified Parties in relation to the Licensee failure to comply with §§ 24-85-101, et seq. C.R.S. or the Accessibility Standards established by OIT.

2.12 Signatory Authority. Both Parties acknowledge and assert its elected official, officer, or other authorized representative whose name and signature appears below has been given all requisite authority by the Party to sign this License on its behalf and bind the Party to the applicable terms and provisions set forth herein. Licensee consents to the use of electronic signatures by the City. The License, and any other documents requiring a signature under the License, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the License solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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**IN WITNESS WHEREOF, THIS LICENSE IS EXECUTED AND EFFECTIVE THIS DAY
OF _____, 2025.**

CITY OF COMMERCE CITY

Steve J. Douglas, Mayor
City of Commerce City

ATTEST:

Kim Garland, Acting City Clerk

ADELANTE COMMUNITY DEVELOPMENT

Maria Gonzalez, Founder & CEO

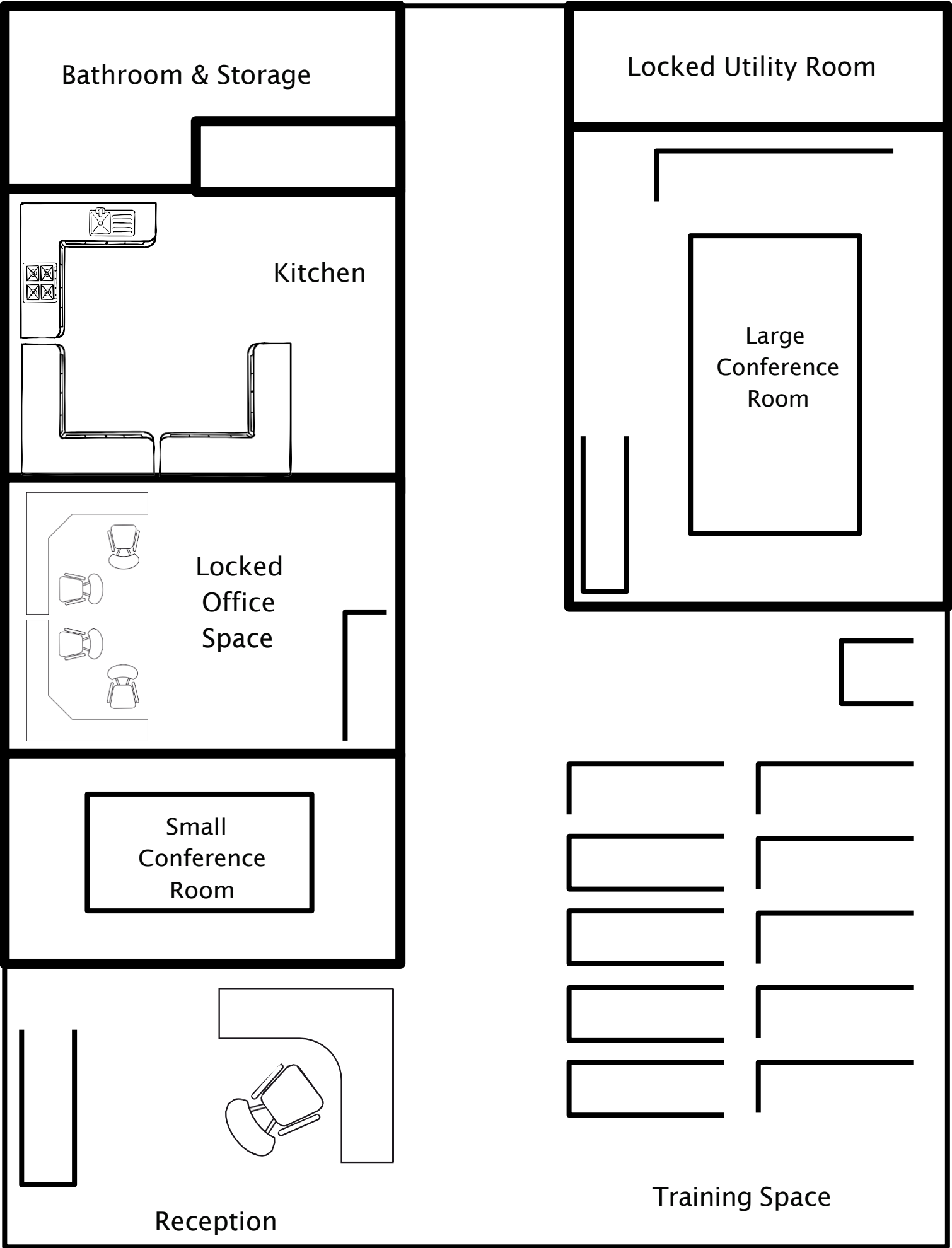
APPROVED AS TO FORM:

Genevieve “Jean” Gill, Assistant City Attorney



Adelante Community Development
 2026 Program Schedule
 Commerce City Small Business Resource Center
 7270 Monaco Street, Commerce City, CO 80022
 720-651-3784 | info@adelantecommunity.org | adelantecommunity.org

ACTIVITY	DAY(S)	DATE (FROM)	DATE (TO)	TIME
Adelante Con Ganas Ventanilla Digital	Weekly on Mondays (Except for Holidays)	1/2026	12/2026	8 am - 6 pm
Board Meetings	First Monday of Each Month (Except for Holidays)	1/2026	12/2026	6 pm - 9 pm
Business Registration and TA	Fridays	1/2026	12/2026	8 am - 6 pm
Fundamentos Digital (Digital Fundamentals)	Tuesdays and Thursdays	2/3/2026	2/12/2026	4 pm - 9 pm
Fundamentos Digital (Digital Fundamentals)	Tuesdays and Thursdays	6/2/2026	6/11/2026	4 pm - 9 pm
Sal y Pimienta Bootcamp (Food Truck program)	Friday, Saturday, Sunday	2/20/2026	2/22/2026	8 am - 6 pm
Sal y Pimienta Bootcamp (Food Truck program)	Friday, Saturday, Sunday	11/6/2026	11/8/2026	8 am - 6 pm
Childcare CEO Bootcamp	Friday, Saturday, Sunday	5/16/2026	5/18/2026	8 am - 6 pm
Childcare CEO Bootcamp	Friday, Saturday, Sunday	11/20/2026	11/22/2026	8 am - 6 pm
Board Retreat	Saturday	11/14/2026		All day





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER InsurB Inc 7249 Magnolia St Commerce City CO 80022		CONTACT NAME: Yasmin Gonzalez PHONE (A/C, No, Ext): (720) 660-9365 E-MAIL: commercial@insurb.us ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: SECURA INSURANCE INSURER B: ARTISAN & TRUCKERS CASUALTY INSURER C: PINNACOL ASSURANCE INSURER D: INSURER E: INSURER F:		FAX (A/C, No): NAIC # 22543 10194 41190
INSURED Adelante Community Development PO BOX 1627 Commerce City CO 80037				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			20-CP-003298947-14	01/21/2025	01/21/2026	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ EXCLUDED
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY			974076531	10/05/2025	10/05/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED	RETENTION \$					\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4225668	09/01/2025	09/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Errors and Omissions			20-CP-003298947-14	01/21/2025	01/21/2026	PER OCCURRENCE	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Derby Resource Center

City of Commerce City
7887 E 60th Ave
Commerce City CO 80022

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[illegible]