

Agreement for Services



Longmont Downtown Development Authority (LDDA) Agreement for Services

The LDDA desires to use the services of the Contractor for the purposes of providing facilitation and administration of the Longmont Creative District.

The Contractor has agreed to provide the services outlined in this proposal or its attachment, upon the terms and conditions set forth in this Contract. The Contractor will perform no service under this Contract until direction from an authorized LDDA employee is issued and received by Contractor.

The Contractor shall provide and furnish at its own proper cost and expense all materials, equipment, labor, insurance and other accessories and services necessary to provide services in strict accordance with the conditions and prices stated in the Contract and other documents; the Contractor shall do everything required by the Contract.

Description of Services: See Attachment

Name of Vendor: Longmont Creates

Contact Name: Joanne Kirves

Phone Number: 303-709-8851

Email Address: allthingsocial@outlook.com

Mailing Address: 320 Main St., Longmont, CO 80501

Location of Services (if applicable): Longmont Creative District

Date and Time of Services (if applicable):

Scope of Services:

- See attachment
- Contractor will give DDA quarterly updates and a final report no later than January 31, 2025.

LDDA resources provided (if applicable):

- In kind services and collaboration with district facilitation
- Office space and computer

Financial Obligations:

This Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the LDDA under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.

- \$20,000 for implementation in 2024, with \$10,000 upon execution of the contract; \$5,000 payment July 15 and \$5,000 payment October 15.
- No payment will be processed until Vendor provides a credit card payment option or creates a profile within the City of Longmont’s purchasing system for a mailed check.

Vendor agrees to perform as an independent contractor, not as an employee of the LDDA. Vendor will assume responsibility for appropriate payment of taxes and other charges under applicable federal, state and local law. Vendor has no right to workers’ compensation benefits from the LDDA or its insurance carriers or funds.

INDEMNITY: The Contractor hereby releases and agrees to indemnify, defend and save harmless the LDDA and its agents from and against all claims, actions, causes of action, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by and on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this Contract and their employees, and arising out of or connected with, in any manner, directly or indirectly, the Contractor's operations.

TERMINATION: Either party may terminate this Contract by giving the other party thirty days written notice of such termination. The Contractor will then be paid for satisfactory work up to the date of termination. The LDDA may terminate this Contract without cause; the Contractor may terminate this Contract only for cause. The Contractor may not transfer this Contract to a third party nor in any way amend this Contract without prior written consent of the LDDA.

GRATUITIES:

It is unlawful and unethical for any person to offer, give or agree to give any LDDA employee, LDDA official or former LDDA employee, or for any LDDA employee, LDDA official or former LDDA employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It is unlawful and unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor of any person associated therewith, as an inducement for the award of a subcontract or order.

The Agreement is intended to serve as a fair and binding agreement to stipulations and terms listed above.

Vendor Signature _____ **Date** _____

Printed Name: _____

LDDA Signature _____ **Date** _____

Authorization: Kimberlee McKee, Executive Director, LDDA, 320 Main Street, Longmont, CO 80501

Longmont Creates Coordinator Scope of Services

Responsibilities

- Represent the Longmont Creates and Longmont Creative District organizations & act as primary contact person
- Hold regular Office Hours each week, monitor email inbox & social media messages
- Implement communications with the board, members, and community – Including emails, regular newsletters, other emails & outreach as needed for event promotion, fundraising, etc.
- Update Longmont Creates webpages (with support from LDDA staff)
- Basic bookkeeping, filing of paperwork, and maintaining fiscal and organizational records for Longmont Creates and Longmont Creative District
- Revenue Development - Grant writing, sponsorship development, membership & donation recruitment (all with support from the Board of Directors)
- Work to establish a Longmont Creates member directory
- Connect with other creative organizations and creatives in the community and state
- Lead applications, reports, follow up and coordinating with Colorado Creative Industries (CCI) (supported by Board and LDDA Staff) and attend CCI Creative District Convening
- Coordinate Creative District events & programming – Longmont Arts Week, Creative Happy Hours, and the Creatives Retreat
- Recruit and encourage outside event organizers to host cultural events in the Creative District (with support from LDDA staff)
- Recruit, coordinate, and oversee volunteers
- Attend Longmont Creates Board meetings. Assist chair and secretary with agenda & minutes
- Marketing – Social Media posting on Longmont Creative District account
- Program promotion outside of social media (post to public event calendars, send press releases, media alerts, emails and newsletters)

Outcomes

- Provide consistency for the organization by managing the basic administrative duties & communications
- Manage and increase creative participation with the membership, events, collaborations
- Elevate the visibility of Longmont Creates and the Longmont Creative District in Longmont and beyond

- Increase engagement with Longmont Creates members and keep member directory up to date
- Connect with creative organizations within the Creative District and in Longmont area and build/grow relationships and partnerships
- Increase revenue of the organization through sponsorships, grants, membership, and donations
- Grow membership base
- Increase Social Media presence, consistency, and engagement
- Take the lead on the Creative District cultivation, management, and reporting (with CCI) with Longmont Creates as well as leading the recertification of the Creative District
- Increase the amount of cultural events & programming that happen in the Creative District
- Lead organization on Longmont Arts Week, Creative Happy Hours, and Annual Creatives Retreat
- Establish Longmont Creates as the Creative Leader in Longmont
- Provide quarterly and annual reporting to LDDA Board