

Request for Proposals

# Old Town Lafayette Marketing Campaign



**LAFAYETTE  
DOWNTOWN  
DEVELOPMENT  
AUTHORITY**



**Release Date**

January 29, 2026

**Submission Deadline**

March 2, 2026

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## 1. Executive Summary

The Lafayette Downtown Development Authority (DDA), in partnership with the City of Lafayette, invites proposals for professional marketing services for the Old Town Lafayette Marketing Campaign (“Campaign”). Lafayette is an eclectic, creative community of more than 30,000 residents. The DDA serves downtown Lafayette—known as Old Town Lafayette—generally bounded by Public Road from Baseline Road to South Boulder Road, East Simpson Street from Public Road to Michigan Street, and the south side of Baseline Road from Highway 287 to just east of Public Road.

## 2. Old Town Marketing to Date

In 2021, the Lafayette Urban Renewal Authority (LURA) issued an RFP to identify a consultant to develop, implement, and manage a comprehensive and strategic marketing campaign for Old Town. Since then, a Strategic Marketing Plan was created, serving as the foundation for ongoing efforts.

The Lafayette DDA is now the lead entity for Old Town and will be managing this marketing campaign. The selected consultant—whether an individual contractor (with subconsultants as needed) or a small local firm—will continue the work and build upon the Strategic Marketing Plan, leveraging its established framework and introducing new strategies. The Strategic Marketing Plan can be found in **Appendix B**.

To inform the campaign, Old Town businesses were surveyed and interviewed, shaping creative concepts, messaging, activations, and communication style. Over the past four years, the following accomplishments have been achieved:

- Creation of Old Town Lafayette [Instagram](#) and [Facebook](#) accounts
- Development of the “Visit Old Town Lafayette” [website](#), featuring a business directory, events, things to do, and [blog posts](#)
- Creation of a downloadable parking and business map for visitor convenience
- [Storefront Stories Miniseries](#): a video campaign spotlighting diverse Old Town merchants
- [Project Hopscotch](#): activation encouraging exploration and movement through downtown via playful hopscotch installations

These initiatives have established a strong foundation of engagement and visibility, positioning Old Town Lafayette as a vibrant and dynamic destination. The DDA now seeks a consultant with strong local presence, business-facing experience, and the ability to engage directly with the Old Town business community to continue this progress.

## 3. RFP Purpose

The purpose of this RFP is to identify an individual contractor with the ability to partner with subconsultants or a small local firm to deliver comprehensive marketing and hands-on business engagement services for Old Town Lafayette.

The selected consultant will work closely with the DDA, City of Lafayette staff, Old Town businesses, and community partners. They will be expected to:

- Maintain a regular in-person presence in Old Town for business engagement, identifying collaborations, and event promotions
- Lead ongoing outreach and communication with district businesses
- Support and strengthen the DDA's marketing, activation, and engagement goals
- Recommend updates and enhancements to the existing Strategic Marketing Plan

The DDA is open to structuring this contract as:

1. An individual consultant contract with subconsultants
2. A contract with a small local firm
3. A contract that may evolve into full-time employment if mutually agreed upon

For consistency, the term *consultant* in this RFP refers to an individual contractor, a contractor with a subconsultant team, or a small marketing firm.

## 4. Inquiries and Submissions

All inquiries regarding this RFP should be directed to: [brigid.keating@lafayetteco.gov](mailto:brigid.keating@lafayetteco.gov)

Questions emailed to the contact above will be accepted until 5:00 pm on February 18, 2026. Answers will be posted on [BidNet](#), no later than February 20, 2026.

## 5. Response Submission Dates

Proposals are due for this RFP (the "Submission Date") on March 2, 2026 at 3:00 pm. One (1) electronic copy of the proposal must be delivered by the Submission Date via file transfer site to [brigid.keating@lafayetteco.gov](mailto:brigid.keating@lafayetteco.gov). The electronic version of the proposal must be in a searchable PDF format.

Late submissions will not be accepted.

The Lafayette DDA reserves the right, in its sole discretion, to withdraw or modify this RFP and to reject any proposal as being non-responsive, if it is in the best interest of the Lafayette DDA to do so.

Proposals that are incomplete or that are not in accordance with the requirements of this RFP may be eliminated from further consideration. Respondents should note carefully the proposal content requirements outlined in the RFP.

## 6. RFP Timeline and Addenda

The following schedule has been established for this RFP:

Release of RFP.....	Jan. 29, 2026
Question and Answer Deadline .....	Feb. 18, 2026
Questions and Answer Response Posting .....	Feb. 23, 2026
Submission Date .....	March 2, 2026
<del>Anticipated Interview Week .....</del>	<del>March 16, 2026</del>
Anticipated Interview Week .....	March 23, 2026
Presentation to Lafayette DDA Board and Contract Execution .....	April 13, 2026
Anticipated Notice to Proceed .....	April 2026

In order to be considered, proposals must conform to any addenda that may be issued to this RFP. The Lafayette DDA will advise all Respondents who have requested a copy of this RFP, by email, of any clarifications or revisions.

If, in the Lafayette DDA’s judgement, additional time is required for Respondents to prepare their proposals, the DDA reserves the right to grant an extension of the deadline for submission of the proposals.

## 7. Proposal Requirements

The Lafayette DDA has established the following set of requirements for this RFP. All Respondents must submit the following:

- A. Completed W-9
- B. **Proposal Narrative**  
Describe how the proposer—whether an individual contractor or small firm—will carry out the Scope of Work, including:
  - Approach to business engagement and relationship-building
  - Methods for maintaining a local presence and in-person availability
  - Approach to branding, digital content, advertising, and storytelling
  - Four sample social media posts tailored to Old Town Lafayette
  - Proposed metrics or methods for evaluating campaign success
  - Any recommended scope enhancements
- C. **Staffing & Subconsultant Plan**
  - Identify the lead individual who will manage the contract
  - List all subconsultants or specialty partners (photographer, videographer, graphic designer, etc.)
  - Provide resumes or portfolios for all key personnel
- D. **Project Schedule**

- Include business engagement touchpoints (business visits, meetings, outreach cycles)

#### E. Fee Schedule

- Provide hourly rates and estimated hours by task
- Include reimbursable expenses and a not-to-exceed cost

#### F. Relevant Past Projects

- Provide three examples demonstrating experience in marketing, business outreach, or community engagement
- Include client, scope, role, budget, and references

### Qualifications Disclosure

Provide relevant background information including business history (individual or company), service offerings, and answers to standard due diligence questions (e.g., litigation, bankruptcy, insurance, contract performance history).

### Eligibility

Proposals will be accepted from individuals or small firms with demonstrated professional experience and capacity to deliver the required services. Preference will be given to proposers with a local presence or a plan for consistent on-site engagement in Old Town Lafayette.

## 8. Selection Criteria

All proposals will be evaluated by the DDA Executive Director and representatives from the Lafayette DDA and the City of Lafayette. Staff reserves the right to consult with members of City Council, the Chamber of Commerce and others outside the evaluation team. The Lafayette DDA will evaluate each proposal and any supplemental information made available to the Lafayette DDA according to the selection criteria outlined below.

- ***Understanding of the Project and Proposed Approach***  
The quality and completeness of the proposal and the degree to which it demonstrates a clear understanding of the Old Town Lafayette Marketing Campaign, including project goals, target audiences, scope of services, schedule, and budget. Proposals should articulate a thoughtful, place-based approach tailored to Old Town Lafayette.
- ***Experience and Ability to Execute a Local, Place-Based Campaign***  
Demonstrated experience delivering marketing campaigns for downtowns, districts, or community-based environments of similar size and complexity. Proposals should show the Respondent's ability to execute a locally grounded campaign, including engagement with small businesses, community partners, and key stakeholders. Experience working in Lafayette, Boulder County, or comparable Colorado communities is preferred.
- ***Project Team, Management, and Capacity to Deliver***

The qualifications, experience, and availability of the proposed Project Team, including key personnel; the Respondent's management approach, capacity to meet deadlines, and ability to coordinate effectively with the DDA, the City, and local partners. References and past performance will be considered.

- ***Fee Proposal and Cost Effectiveness***

The reasonableness, clarity, and competitiveness of the proposed fee structure (not-to-exceed), including alignment with the proposed scope of work and demonstrated value for the services to be provided.

The Lafayette DDA will review all aspects of each proposal submitted and shall recommend the proposal determined most beneficial to Old Town Lafayette. The award will be based on the proposal considered most advantageous to the Lafayette DDA, price and other factors considered.

## 9. Selection and Approval

Proposals will be considered only from sole proprietors or small firms that are well established in an appropriate field, who are financially responsible, and who have the resources and ability to provide services in a professional and timely manner. The Lafayette DDA may request additional information as deemed necessary.

It is understood that the right is reserved by the Lafayette DDA to thoroughly inspect and investigate the business reputation, or other general qualifications, of any firm and to reject any proposal, irrespective of quoted prices, if it is administratively determined to be lacking in any of the essentials necessary to assure acceptable standards of performance. Proposals submitted in response to the Request for Proposals shall constitute a binding offer. Acknowledgement shall be indicated by the original signature of a principal legally authorized to execute contractual obligations and shall also signify acceptance of all terms and conditions including compensation, as set forth in the Request for Proposals. The firm shall identify clearly and thoroughly any variations between its proposal and the Lafayette DDA's Request for Proposals. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms and/or conditions.

## 10. Scope of Services

### A. Purpose and Need

The purpose of this RFP is to identify a consultant to develop, implement, and manage a comprehensive, strategic marketing campaign for Old Town Lafayette. The selected consultant will collaborate with the Lafayette Downtown Development Authority, the City of Lafayette, the Chamber of Commerce, local businesses, nonprofits, cultural institutions, and the artist community, as well as broader community members, while also bringing professional expertise, creativity, and innovation to recommend enhancements to the campaign scope and approach.

## B. Anticipated Budget

The anticipated budget for this is \$100,000 for a 12-month contract, inclusive of all consultant and subconsultant fees. Respondents may propose alternative budget structures with justification.

## C. Anticipated Contract Term

The anticipated contract term will be 12 months with three 1-year extensions.

## D. Goal of the Campaign

The goal of the Old Town Lafayette Marketing Campaign is to elevate the district's creative, eclectic identity, support local businesses, and attract both residents and visitors through engaging, locally driven digital marketing—primarily via social media platforms such as Instagram and Facebook.

Campaign content may include:

- Spotlighting local businesses, offerings, events, and specials
- Telling stories that highlight collaborations between local businesses, artists, nonprofits, and cultural organizations
- Sharing fun facts, historical highlights, and unique details that celebrate Old Town's character and sense of place
- Promoting public art, cultural programming, and creative assets throughout the district
- Amplifying resources, opportunities, and initiatives that support the local business and arts community

## E. Scope of Work

The scope of work outlined below represents the tasks to be addressed through the development of the Old Town Lafayette Marketing Campaign.

### I. Business Engagement and Community Outreach

- Maintain a regular, visible presence in Old Town
- Proactively engage with Old Town businesses through visits, check-ins, interviews, and outreach.
- Serve as a point of contact for businesses regarding marketing opportunities, events, promotions, and resources.
- Coordinate storytelling opportunities and support businesses in sharing their stories.
- Produce quarterly summaries of business engagement themes, feedback, and recommended actions.

### II. Background Research and Strategy

- Review existing Old Town Lafayette marketing materials, strategic plan, signage, and logos to build upon a cohesive and recognizable brand campaign.
- Refresh and evolve the Old Town Marketing Strategic Plan.



- Capture new photography and video footage of Old Town quarterly, ensuring diverse representation of businesses and activity (may be completed by subconsultants).

### **III. Digital and Social Media**

- Create engaging content (minimum 3 posts/week) for Old Town's Instagram and Facebook pages; submit a monthly content calendar for review.
- Repost content from district businesses.
- Provide graphic design for social media posts; consultant will have access to City/DDA photo libraries.
- Provide graphic design assistance for districtwide community events (flyers, maps, posters, digital assets).

### **IV. Website Content Creation and Support**

- Manage the Old Town Lafayette website (WP Engine/WordPress).
- Write blogs, create graphics, and update the calendar, directory, and site content.
- Optimize the website for SEO.
- Develop and distribute a quarterly e-newsletter highlighting events, business updates, and stories.

### **V. Digital Advertising**

- Create and execute a digital advertising campaign to attract residents and visitors, including campaigns supporting districtwide events.

### **VI. Public Relations**

- Work with media outlets and bloggers/influencers to secure at least three print or digital features per year.
- Monitor and respond to reviews, comments, and tags on social media platforms.

### **VII. Marketing Strategy**

- Use campaign results to refine the marketing strategy over time.
- Conduct an annual review of the marketing strategy, assessing outcomes and recommending adjustments.

### **VIII. Account Management**

- Weekly email updates to DDA and staff.
- Monthly meetings.
- Monthly budget recap.
- Monthly tracking/reporting of campaign results.
- Collaboration with DDA and staff on advertising program elements.

## **F. Additional Resources**

Old Town Lafayette is currently branded by the Old Town logo as seen in Appendix A. This is displayed on print/web materials, welcome monuments, and parking signs. The selected Respondent will be given high resolution logos to be part of the marketing campaign.

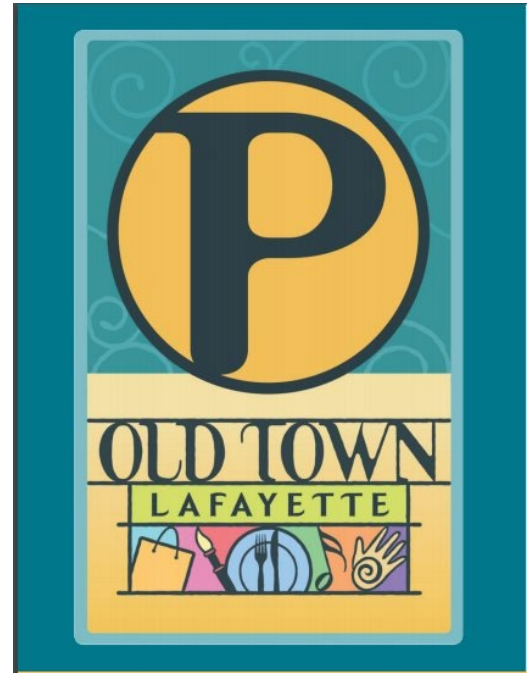
In 2024, the Lafayette DDA adopted the Old Town Tomorrow: The Action Plan to set forth goals and strategies for the future of downtown and to outline a strategy to continue the area's revitalization. A copy of the plan is attached in Appendix C.

#### G. Professional Service Contract

The execution of a contract acceptable to the parties will be necessary and be finalized with the selected Respondent. The standard contract template is attached in the Appendix D. A contract that may evolve into full-time employment at the sole discretion of the Lafayette DDA, if mutually agreed upon

## 11. Appendixes

Appendix A – Old Town Logo



## Appendix B – Old Town Lafayette – 2021 Strategic Marketing Plan





# Old Town Lafayette

## Strategic Marketing Plan

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LURA Board Meeting  
July 13, 2021

# Situation

After surveying and speaking with business owners, we feel such a strong sense of community pride and peer -to-peer support. “Their (peer) success is my success,” was a rallying cry that came through loud and clear. We also want to keep the organic and authentic nature of the community at the heart of our recommendations, which translates to organic outreach taking a front seat to paid efforts.

Our primary goals for this plan include:

1

Unify the  
Businesses

2

Move Guests  
Through OTL

3

Champion the  
Community

4

Open our Doors  
to Neighboring  
Communities

# Approach

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Old Town Lafayette

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# Business Survey + Interviews

## Creating Meaningful Interactions

The survey was sent to a total of 60 businesses (retail, hospitality, experiential and services) that make up the diverse district of Old Town Lafayette. Of those sixty contacts on our list, we experienced a 40% response rate which gives us a nice data set to work from.

Based on the responses, we were able to identify a few key takeaways that will help influence our creative concepts, messaging, activations and communication style.

## Old Town Lafayette Data Sets

**Surveys Completed: 24** *(at time of tally)*

### 1x1 Interviews:

- Conducted seven

### Proposed Merchant Communications:

- Monthly emails
- Quarterly in-person meetings/gatherings
- Individual calls as necessary





## Our Vibe

There is a common thread through our business owners—it's very much **about the greater good rather than individual elevation or success**. That sentiment spills over into the community and embodies Old Town Lafayette as a whole.

### Opportunities:

- Translate “Artisan/Artistic/Art” from “attribute,” to an attitude; e.g., non - conforming, non -linear, self -expression, hardworking, “making meaning,” and trusting inspiration
- Leverage the new website and social media to unify the business community
- The people of Lafayette get top billing; create “impromptu” moments for the community to interact

When you think of Old Town Lafayette, what descriptors feel the most authentic (surveys):

1. Artisan/Artistic/Art
2. Community
3. Character
4. Welcoming
5. Funky / Historical

*On the flip side, the lowest performing attributes included:*

1. Unified
2. Passionate
3. Organic

Give me 3-5 words or short phrases to describe Old Town Lafayette (interviews):

- Fanciful
- Willing to help each other
- Non-judgemental
- Impromptu
- Whimsy
- Entrepreneurial
- Bubble - it's safe, it's a small town vibe, people look out for each other
- Folksy
- Rambling, shambling feel. The edges haven't been rounded off.

Quotes:

- A **community alchemy that happens very organically and rarely**; e.g., Haight-Ashbury or Greenwich Village in the 60s. Something is going on here and people who live here sense it at varying levels.
- I love this idea of communicating with other merchants to help **lift each other up**.
- I feel tied to the community, but the **businesses feel fragmented**.
- When it comes to OTL, we don't feel competitive with other businesses. We welcome them because **the more down here the better for everyone**.
- I love sitting at one of the coffee shops catching up with a friend **watching humanity stream by**.



## Our Place

All of the puzzle pieces are here but the business owners need help putting them together to create a complete picture—this ranges from **organized collaborations** to on-site visuals that **move people through the space**.

### Opportunities:

- Schedule social postings during “slow” times; spark action with “flash” experiences
- Leverage new website to intertwine businesses in an organic nature
- Help orchestrate business -to-business communication, events and activations
- Motivate weekday morning and weekday evening visits
- Create intrigue, facilitate wayfinding and motivate exploration

### Biggest areas of opportunity for

#### Old Town Lafayette:

1. Orchestrated merchant events
2. Having a central hub of information
3. Wayfinding

#### Busiest Times:

1. Saturday Afternoons
2. Weekday Afternoons

#### Slowest Times:

1. Weekday Mornings
2. Weekday Evenings

#### Seasonality:

1. Uptick in Summer
2. Uptick in Winter/Holiday
3. Consistent

### Quotes:

- I would love some sort of business happy hour quarterly to **connect more**.
- I'm **worried about Old Town Lafayette losing its charm** with new developments.
- It's a diverse community that embraces whimsy, and it **embraces pedestrians**.
- Infrastructure needs help; we need a more walkable feeling as **there are dead pockets**.
- There are probably a lot of **places that people don't know exist**.



## Our People

The spirit of Lafayette is undeniably fueled by its people. **This is a community that welcomes diverse thought, ideas, character, backgrounds and interests** - Let's uplift and celebrate these voices.

### Opportunities:

- Reciprocate gratitude; "love letters" back to the community
- Hispanic messaging, initiatives, inclusion
- Create inroads for mentorship and/or learning opportunities between businesses and local youth
- Bring members of the community into the fold; incubate ideas from the inside out

### What areas/communities does your business pull from:

*Interviews expressed that they are trying to appeal to people in Lafayette FIRST... and then:*

1. Erie
2. Broomfield
3. Boulder
4. Anthem
5. Longmont

### Who is your ideal customer:

- Someone who grew up with us in town / locals
- Those who have chosen to pursue happiness as a lifestyle
- Alternative
- Adventurous
- Animal lovers
- Kind
- People interested in fair trade, sustainability and unique finds
- Young families

### Quotes:

- The city of **Lafayette is our greatest audience.**
- The people of Lafayette want us to be here. During COVID the **community stepped up in a big way to support us.**
- We had a marketing company conduct some research on our customers and traffic. They said it was the **most diverse audience they've seen** – no specific age groups, no clear patterns, no rhyme or reason to traffic, etc.
- "Back in the day..." Public houses and bars were places to **converse and talk about ideas.** We are trying to bring that back.
- Improve and **preserve low income housing**; integrate bilingual signage for our diverse community so all feel welcome.
- We need to **invest in the Lafayette youth.** We want to keep their talents here.



## Our Voice

What we don't want...a polished, zippy campaign. Let's simply "pursue happiness as a lifestyle" in all of our messaging, imagery, content and activations. **It's not about perfection, it's about presenting cool ways to come together.**

### Opportunities:

- Off the cuff, guerilla, never staged
- Impromptu vs. structured
- Inclusive of different cultures and demos
- Curate events and gatherings into one unified "hub"
- Make it easy for locals to share news, events and community stories
- Don't just tell them; make them curious
- Partnership/community support

### How are you currently marketing your business?

- Word-of-mouth
- Organic Facebook / Instagram posts
- Custom events
- Hispanic radio (KGNU)
- PR in Daily Camera and Hometown Weekly
- Partnerships with local schools, nonprofits
- We keep it hyper local; e.g., leverage local artists to design marketing materials

### Marketing tone:

- Fun, punny and very much authentic to our personality
- Marketing the town vs. a business
- Feeding off of/ taking cues from the community
- Never manufactured, fabricated or forced—we don't want it to be too polished
- See better results from partnerships than paid media
- Share the wealth—move customers through OTL; e.g., South Side Shimmy

### Quotes:

- It's like a Christopher Nolan movie trailer – oblique. We don't want to give you the movie in 2 minutes. We want to leave people with the feeling of **"I don't know what that's about but I want to see it."**
- We don't put out much marketing/ advertising, **we want it to be more word -of-mouth.**
- Watching advertising from the outside we all know that viral videos or whatever cannot be concocted. **You can't fake it.**
- We need a large, **cohesive and comprehensive platform** to extend reach.
- Tease but **don't give too much away.**





## Our Stories (Sample)

The interviews proved our theory that Old Town Lafayette is a wealth of stories and personality. And while it is our mission to continue unearthing these stories, we wanted to capture some of the **anecdotes that really encapsulate the heart of the community.**

### Opportunities:

- Tell stories
- Feed community pride
- Provide a 'boots on the ground' experience
- Distinguish Lafayette from Boulder County stereotypes
- Welcomes natives, residents, and visitors with the same hospitality

### Romero's:

When we were building our food truck our staff knew we were picking up odd jobs to make it happen. They organized a fundraiser amongst our regulars and raised \$5k to contribute to the food truck.

-AND-

When we lost Romero, 19 of our regulars pitched in to commission a local artist to paint a portrait of him.

### Vintery Honest Goods:

The residents want us to be here. During COVID they actually left little letters in our mailbox saying they want us to stick around. Had we been somewhere else during COVID, we maybe wouldn't have survived.



## Consumer Trends

Entering a post-COVID world doesn't mean things will naturally go back to "the way it was." New routines, flexible work environments, and unconventional habits have been formed. Following are some global consumer trends we are tracking that we feel could influence Old Town Lafayette strategies over the next 6 - 12 months.

### Trend:

Working from home is expected to continue, creating new markets for meal occasions. **Breakfast and lunch are now big opportunities for meal retailers.**



### Opportunity:

Market to the "WFH" crowd to boost slower dayparts.

### Trend:

Retailers are **experimenting with new store formats**, such as full-service dining in a furniture store or "grocerants," retail grocery stores featuring restaurant experiences.



### Opportunity:

Facilitate collaborative dining and entertainment experiences.

### Trend:

People miss the **spontaneous activities** and impulse purchases of their pre-pandemic life; "Companies have to find ways to enable that spontaneity in some form."



### Opportunity:

"Impromptu" was a word that came up in our interviews; encourage spontaneous happiness and "unplanned" experiences.

### Trend:

Global sales of educational, hobby-related toys and games, instruments, sports equipment and **nostalgic comforts are expected to rise.**



### Opportunity:

Feed into the inner child and create nostalgia-inspired experiences; e.g., scavenger hunt, spirograph art contest, "adult" summer break, etc.

# Objective.



## INTERCONNECTIVITY.



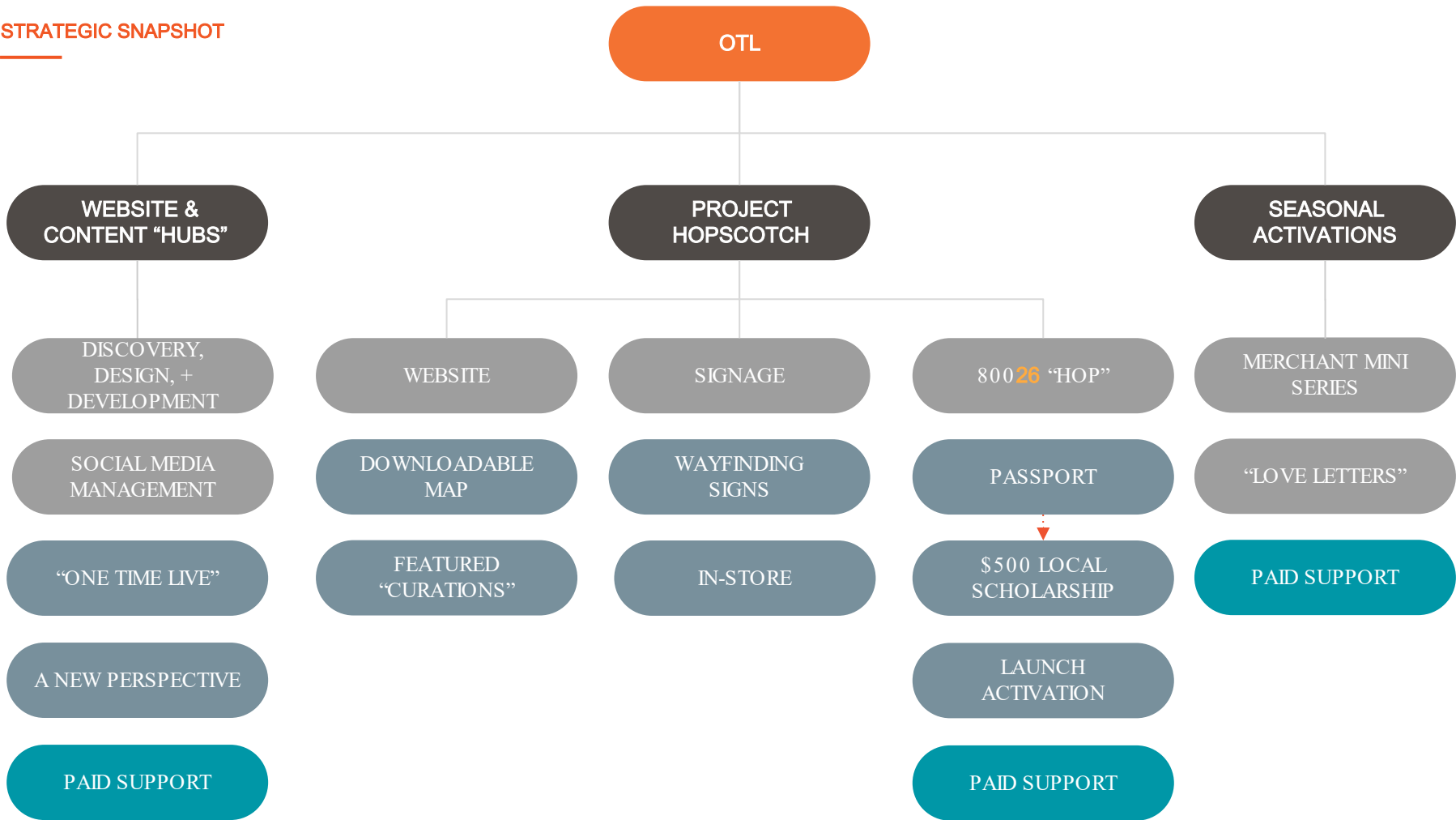
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# Strategic Approach

- Lean into the impromptu, spontaneous, welcoming and unexpected spirit
- Fuel collaborations
- Pursue happiness as a lifestyle
- Facilitate wayfinding and exploration
- Prioritize the people of Lafayette



STRATEGIC SNAPSHOT

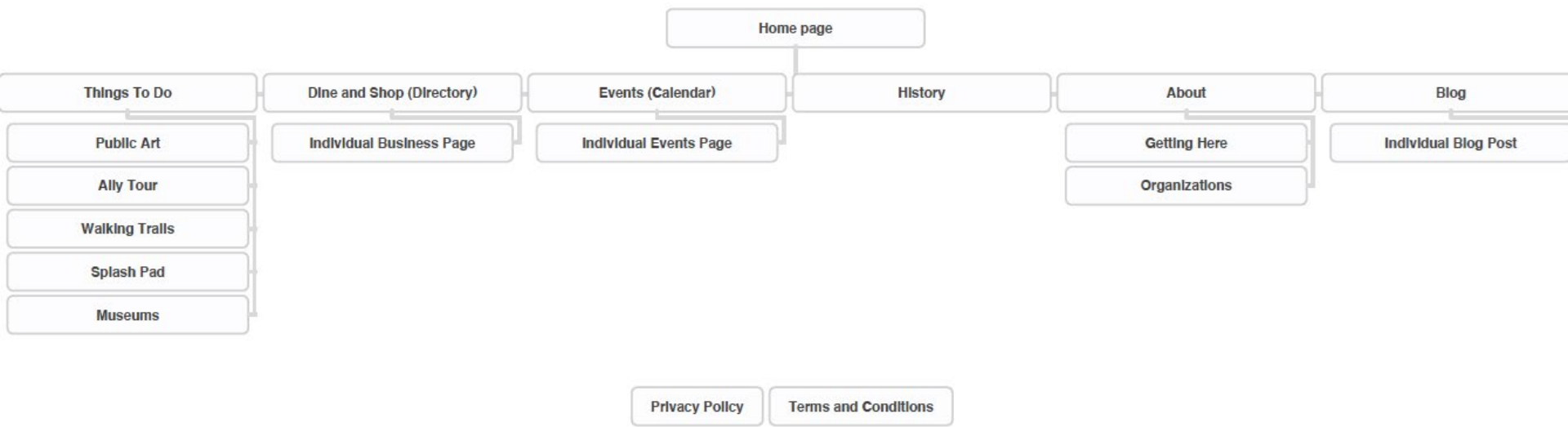




# Website & Content Franchises

*Where everything comes together.*

# Website Site Map

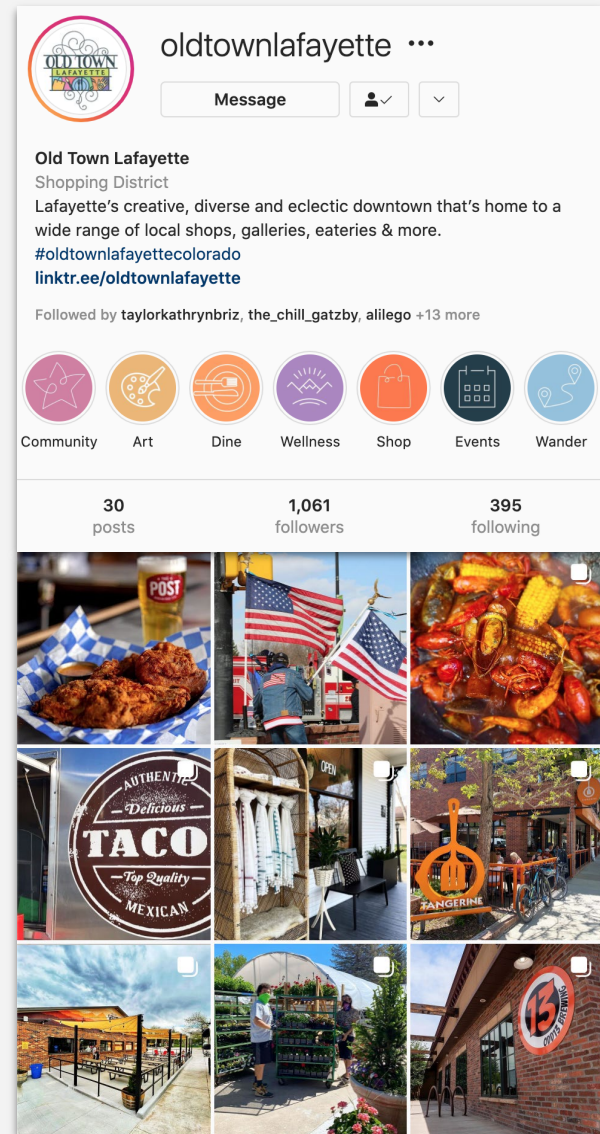


# Social Media Strategy



Think of Instagram as *a visual representation of who OTL is and what you stand for*. It's the primary social platform for shoppability, and is where audiences most want to engage with a brand. Our strategy is to optimize both discovery and engagement using the following tools + practices:

- ☐ Deploy a stylized highlight bar on the account profile
- ☐ Maintain consistent frequency of Instagram stories
- ☐ Integrate video content into IGTV + Reels
- ☐ Develop Instagram Guides to translate OTL's variety
- ☐ Engage Lafayette-branded hashtags when relevant
- ☐ Offer an authentic slice of life through user-generated content that showcases diverse OTL perspectives
- ☐ Run polls + Q&A features to gather community data that can be applied to future marketing



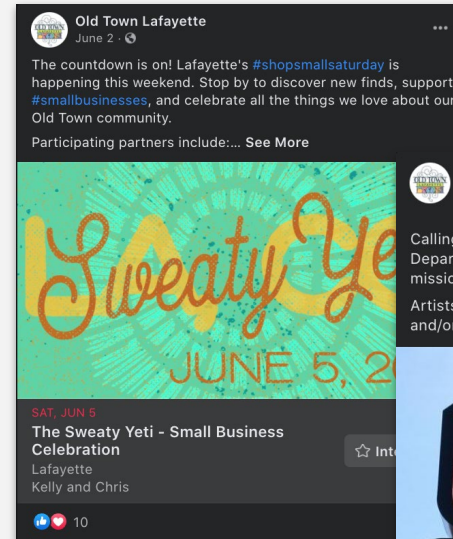
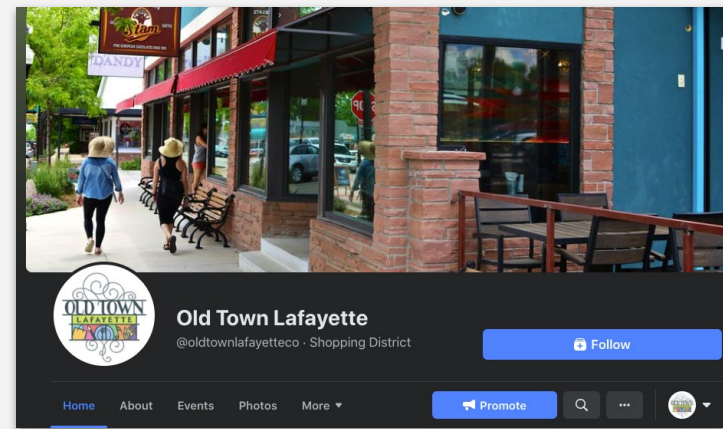


# Social Media Strategy



Facebook is *where community is nurtured through education and communication*. Unlike Instagram, visual content is second to the quality of information provided. It's also the premier platform for shopper habits to be introduced, developed, and nurtured through the following:

- ☐ Showcase testimonials + reviews that offer third-party validation of our merchants and shopping district
- ☐ Increase clickable content that drives users to the website
- ☐ Engage Facebook Events tab to boost searchability
- ☐ Spotlight merchant promotions, news and activity through reposting their native content
- ☐ Repost content from the greater Lafayette community to showcase our interconnectivity to the town







# “One Time Live”

## Inspiration

Old Town Lafayette is seeing its peak hours flourish. This enthusiasm from patrons is wonderful to witness, but we want to encourage commerce during the “uncommon” hours as well. Data tells us that a lot of people aren’t returning to a typical 9-5, in-office environment...which means more flexibility during the days. Let’s give people a reason for an impromptu, mid-day, work week boost in OTL.

## Content Franchise Application

- Partner with OTL businesses to host limited-time-only deals during midweek hours
- Tease the business collaboration ahead of time on social media without revealing the promotion
- Post offer within one hour of launch to inspire urgency
- Encourage other merchants to promote offer on their accounts to boost visibility and build connections between business owners
- Tease next collaboration on social media using clues that hint at the business/promotion

A hopscotch grid is painted on a grey concrete sidewalk. The grid consists of several colorful shapes: a purple cloud-like shape at the top with the number '7' and Korean text; a blue oval with 'sept'; a green oval with 'un' and 'techs'; an orange diamond with '6'; a red cloud-like shape with '4'; a pink star with '3'; a dark red cloud-like shape with '2'; and a green cloud-like shape at the bottom with '1'. The numbers 1 through 7 are also visible within the shapes. The text is in a stylized, bold font.

# Project “Hopscotch”

*Spark nostalgia, living in the moment, curiosity and exploration.*

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# Project Hopscotch

**INSPIRATION:** Remember when you were a kid on summer break and you didn't have a plan or any place to be? The simplest pleasures—riding your bike, a pick up game of basketball, meeting friends at the park, hopscotch—filled your days then and fuel your memories now. You can find that same essence in Old Town Lafayette. It's a place to slow down and just embrace whatever you happen to stumble upon from alley art to potlucks to spontaneous live music. **Time slows down. You don't need a plan. You don't even need to know where you're going. Just... hop, skip and jump from spot to spot and see where it takes you.**

**IDEA:** Encourage natural exploration and movement through OTL by tapping into a nostalgic, simple and innately “forward moving” concept...Hopscotch.

**WHY WE THINK IT WOULD WORK:** The OTL business owners unanimously expressed a desire to present a more unified business community, support and fuel peer success, encourage discovery and improve the flow through the district. We want to activate that sentiment in a friendly, organic, leisurely manner that sparks those happy, nostalgic feelings of just “living in the moment.”

**APPLICATION:** A multi-strategy initiative that is absorbed by OTL guests across a variety of touchpoints and experiences.

## LATE SUMMER/EARLY FALL ACTIVATION



### Wayfinding

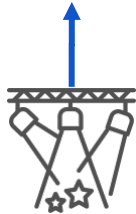
- Hopscotch Sidewalk Art (12 sets of clings)



### Hop, Skip & a Jump.

Encourage natural exploration and movement through Old Town Lafayette by tapping into a nostalgic, simple and innately “forward moving” concept...

Hopscotch. Build out a multi -touchpoint strategy that layers in digital, experiential, art, wayfinding and the community.



### Theme

- “Project Hopscotch”
- Timing: 9/2-10/15



### Event/Activation: The 800 26 Hop

- Site map with hopscotch locations, business call outs and places to dine, eat, shop, play, etc
- Voting on favorite hopscotch course goes to community giveback



### In-Store Promotion

- Reusable Canvas Bags
- Posters
- Foldable Site Map



### Website & Content

Landing Page: [HopscotchLafayette.com](https://HopscotchLafayette.com)

- Program overview and how to play
- Destination for promotional and paid campaigns
- Downloadable site map
- Downloadable curated experiences guide featuring local businesses

### Hop, Skip & a Jump Content Series

- Curated 3-part OTL “experiences” that promote different businesses via paid social campaign:
  - Date Night
  - Old School Fun
  - Girls Day Out
  - On Happy Family Family
  - Tickle your Tastebuds

## THEME: “Project Hopscotch”

Old Town Lafayette is a place to slow down and just embrace whatever you happen to stumble upon from alley art to potlucks to spontaneous live music. You don’t need a plan. You don’t even need to know where you’re going. Just... hop, skip and jump from spot to spot.

**MEET YOUR MERCHANTS.**

# Channel Support

## WEBSITE

- Dedicated landing page
- Whimsical map of OTL and its businesses/ destinations
- **Hop, Skip & a Jump:** 3-part curated “experiences” contributed by business owners and/or residents

## SIGNAGE & IN-STORE

- Wayfinding signage in the same vein as map design
- Reusable shopping bag
- In-store posters of the map

## AWARENESS/PROMOTION

- Facebook & Instagram paid and organic promotion via Hop, Skip & Jump content series
- PR Announcement and Networking
- Hispanic Radio

## PROJECT HOPSCOTCH

## SUMMER ACTIVATION: THE 80026 HOP

- **Idea:** A passport-inspired program that rewards people for visiting all 12 hopscotch courses around town via foldable illustrative map of OTL
- Scan QR code to vote for best hopscotch course via landing page
- For every vote cast, OTL will donate \$5 up to \$XX toward a scholarship for a local student who is interested in pursuing creative, sustainability or culinary career tracks OR fund will go to public art project.

## LAUNCH DAY

- Invite local artists to take photos with their sidewalk clings
- Enlist local residents and businesses (kid, adult, local official, etc.) to chalk a hopscotch in front of each participating storefront
- PR Release



# Hopscotch Sidewalk Cling Details

**TOTAL # OF SETS RECOMMENDED FOR CAMPAIGN** 10-12 hopscotch sets around Old Town Lafayette (utilizing local artists who can submit 2 digital sets of artwork to COHN a piece to print/install)

**SPECS FOR HOPSCOTCH ARTWORK** 96" x 36", flat and 72 DPI at 100%

**FILE TYPE FOR HOPSCOTCH ARTWORK** PSD or Illustrator files only

**SIDEWALK CLING MATERIAL:** Adhesive vinyl prints able to stick to pavement, sidewalks and concrete; Thick slip-resistant matte coating; Waterproofed

**INSTALL & REMOVAL:** Takes less than 30 minutes, will leave no stickiness on the sidewalks and will be done by professionals

**ADA COMPLIANT:** The clings are flat and easy to walk or roll over; They are not raised in any way shape or form; Thick slip resistant matte coating

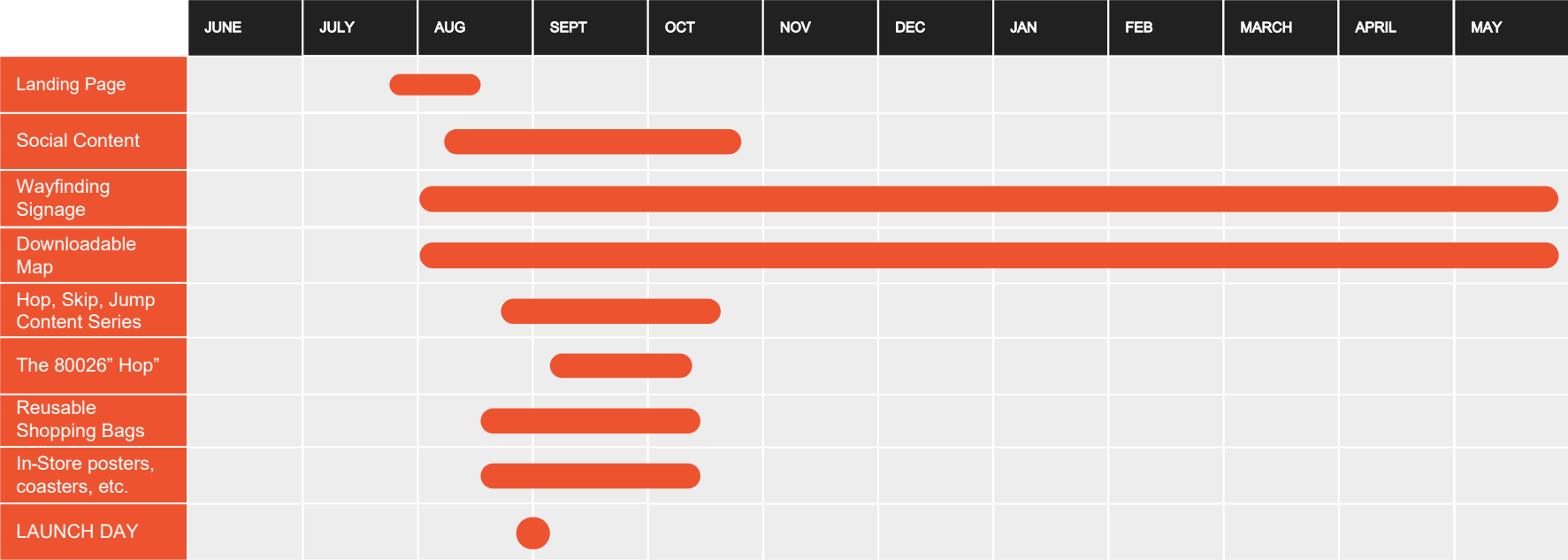


# Artwork Samples





# Hopscotch Timeline







# Seasonal Activations

*Community building & goodwill.*

## WINTER ACTIVATION



### Love Wall

“Love Letters” mural art  
(think Casa di Giulietta in  
Verona or padlock bridge  
in Paris)



### Video

Thank you video from  
business owners to the  
community



### WOW Day

Partner with WOW Museum  
to do a kids “mini version”  
of the love wall + activities/  
programming rooted in  
kindness



### Coasters/Table Tents

Why we Love <Insert  
business> <Insert  
response> to randomly  
display at businesses.



### Give a Little Bit of Our Love...

Post holidays and leading into Valentine's  
Day, we want to deploy small acts of  
gratitude back to the community that  
supported us in good times and bad. From  
heartfelt letters to a fun, quirky video  
celebrating the uniqueness of Lafayette...  
let's say thanks like only OTL can.



### Theme

- “Love Letters”
- Timing: January - February

## THEME: “Love Letters”

In the darkest times of the pandemic the  
Lafayette community showed up for its  
local businesses. From letters of  
encouragement in mailboxes to  
commitments to shop local during the  
holidays, many businesses credit their  
survival to these loyal patrons. With brighter  
days ahead, let's give a little bit of love

back  
**WE ♥ LAFAYETTE.**

### Format

The “heart” of the activation is a “love  
wall” that adds to the “alley art” culture of  
the community. Each participating  
business will write a “love letter” to the  
community. We envision artistically  
transcribing these sentiments onto an  
empty wall in a “low traffic” location or in  
multiple locations throughout OTL.  
Supplemental content pieces such as video  
or social media engagements will round  
out the activation.



### Follower Engagements Ideas

- *#LoveLafayette* engagement campaign that  
asks locals to share what they love most
- Surprise and delights on social media

## SPRING ACTIVATION



### Tip Top Savory Pies!

Baking in high altitude



### Vintrey

More than Retail: Uplifting the world's most vulnerable & oppressed



### Violet Press

Meet Dorothy—a 1940s printing press

### Format

Either COHN or someone from the community (e.g. Jonathan Hanst from Kaleidoscope) will “host” each episode (Q&A, “How To,” Special Interest Topic, etc.). We envision the episodes to be via FB Live or recorded in a simple iPhone format to keep costs manageable. The goal is authenticity & joy, not high production value.



### Follower Engagements Ideas

#### Pre-Campaign/Teaser Engagement

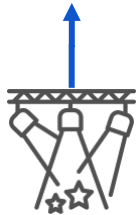
- “Name the Series” contest
- Vote on businesses to feature
- Tease upcoming episodes
- Submit questions for biz owner

#### Campaign Engagement

- The week of a business’ episode, include a special “added value”; e.g., Violet Press limited edition greeting card

### Humanizing Commerce

Our business owners are inspiring... so let's tell their stories. We want to do a video series that spotlights a merchant and their interests, passions and expertise each month. Each video can then be atomized into multiple pieces of content across social platforms.



### Theme

- “Merchant Mini-series”
- Timing: April-May

## THEME: “Merchant Mini-Series”

People want to support people; that's why they are so vigilant in supporting small businesses right now. This idea is a “small biz” twist on the growing “shoppable shows” trend and helps nurture a more personal bond between customer & merchant.

## MEET YOUR MERCHANTS.

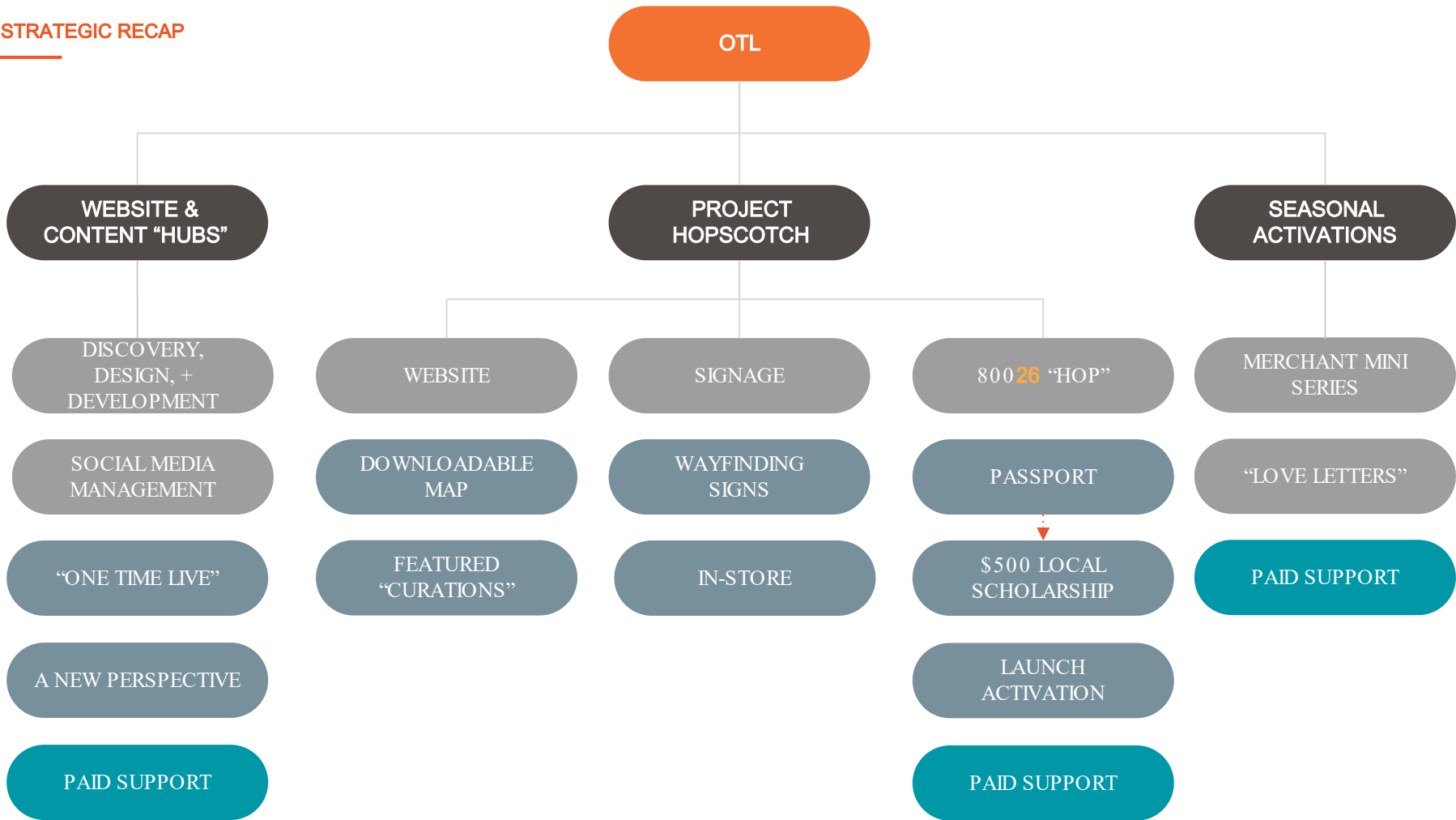


# Recap

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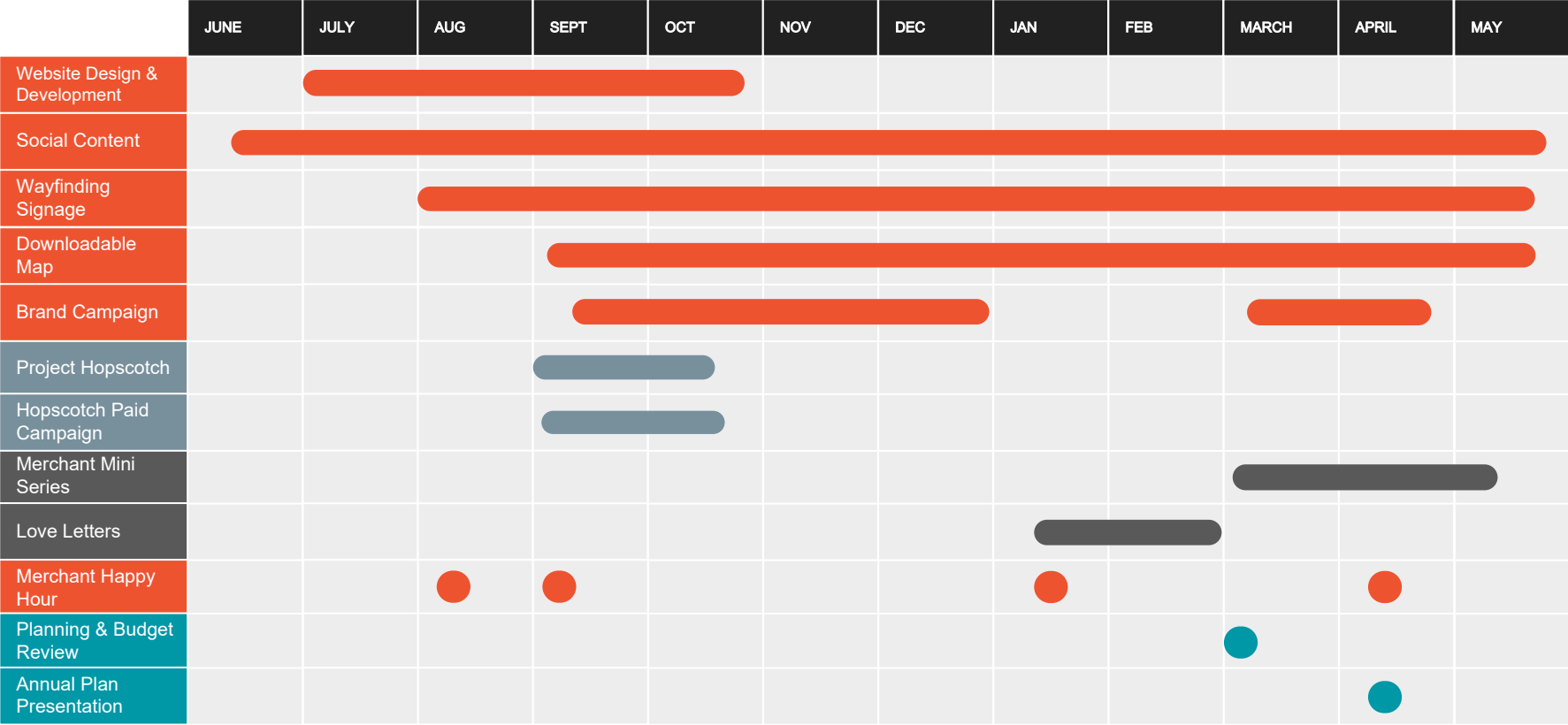
Old Town Lafayette

STRATEGIC RECAP





# Master Timeline



# Questions?

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Old Town Lafayette

[Appendix C – Old Town Tomorrow: Action Plan](#)

## Appendix D – Standard Contract Example



## LAFAYETTE DOWNTOWN DEVELOPMENT AUTHORITY CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the Lafayette Downtown Development Authority, a Colorado municipal corporation (“DDA”), and [legal name of company], a [state] [form of corporation] (“Consultant”). The DDA and Consultant may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

### RECITALS

A. The DDA desires to contract with [company name] to provide professional services in furtherance of the DDA’s statutory mission to promote downtown revitalization, economic development, and related activities.

B. [insert applicable recitals. *For example Consultant provides these services to the public, submitted the lowest responsible bid for these services, and desires to provide these services to the City.*]

### AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants included in this Agreement, the Parties agree as follows:

1. Term. Consultant shall provide the below described services to the DDA from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_, inclusive (“Term”).
2. Services. Consultant shall undertake the duties and responsibilities and provide the services described in **Exhibit A**, Scope of Services, attached hereto and made a part hereof (“Services”). Exhibit A also includes the schedule for the Services. The Parties shall each designate a project manager for the Services and, as a general matter, the Parties shall communicate about the Services only through the Executive Director or designee. Consultant shall provide all materials, labor and equipment necessary to perform the Services.
3. Payment.
  - a. Rates and Invoices. The DDA agrees to pay Consultant for the Services at the rates included in **Exhibit B**, Schedule of Charges, attached hereto and made a part hereof. Consultant shall bill the DDA monthly and provide an invoice within thirty (30) days of the close of each billing period. The invoice shall include: (i) a description of the Services rendered in sufficient detail to permit the DDA to understand the nature of the Service; (ii) the aggregate number of hours performed on the matter during the billing period; (iii) an itemization of direct expenses for each task; and (iv) the aggregate fee for the matter in the billing period. The DDA shall pay the monthly invoice within thirty (30) days following the DDA’s receipt of Consultant’s invoice; however, payment shall be subject to verification as to the cost of materials used and the time spent in performance of the

Services. The DDA shall not be liable for payment for the Services or materials that do not conform to the requirements of this Agreement.

- b. Direct Expenses. Direct expenses incurred by Consultant in connection with the Services that are expressly identified in the Services and approved in advance by the DDA shall be charged to the DDA on the basis of the direct expenses actually incurred by Consultant, without any additional surcharge added by Consultant. The DDA shall not pay for the expense of Consultant's vehicles, except for mileage reimbursement, which will be paid at the current standard mileage reimbursement rate established by the IRS.

4. Qualifications on Obligations to Pay. No partial payment shall be final acceptance or approval of that part of the Services paid for or shall relieve Consultant of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the DDA may withhold any payment (whether a progress payment or final payment) to Consultant if any one or more of the following conditions exists:

- a. Default. Consultant is in default of any of its obligations under this Agreement;
- b. Non-Performance. Any part of such payment is attributable to the Services which are not performed according to this Agreement. (The DDA will pay for any part thereof attributable to the Services performed according to this Agreement);
- c. Failure to Pay. Consultant has failed to make payments promptly to any third parties used in the Services for which the City has made payment to Consultant; or
- d. Remaining Compensation. The City, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services or any task according to this Agreement. In such case, no additional payments will be due to Consultant until Consultant, at its sole cost, performs a sufficient portion of the Services so that the City determines that the compensation then remaining unpaid is sufficient to complete the Services.

5. Defective Services. If the DDA determines that the Services are not being performed in accordance with this Agreement, the DDA shall notify Consultant and provide a reasonable opportunity to cure. If the default is not cured within the timeframe set by the city, the City may terminate the contract for cause. Failure to cure may result in termination for default.

6. Consultant's Duties.

- a. Abilities, Qualifications, Experience, and Best Efforts. Consultant shall perform the Services in a timely and professional manner consistent with the requirements set forth in the Scope of Work and in accordance with

industry best practices. Consultant agrees to utilize its expertise and creative talents in completing the Services.

- b. No Conflicts. Consultant represents, covenants, and agrees that it has and will undertake no obligations, commitments, or impediments of any kind that will limit or prevent it from the timely completion of the Services, loyally and strictly according to the best interests of the DDA. In case of any conflict between interests of the DDA and any other entity, Consultant shall fully and immediately disclose the issue to the DDA and shall take no action contrary to the DDA's interests.
- c. Subcontractors. Consultant shall be permitted to subcontract the performance of certain Services to a third party ("Subcontractor") provided that Consultant gives prior notice to the DDA of the proposed Subcontractor, outlining the nature and scope of the Services to be subcontracted ("Subcontracted Services"), and the DDA, in its sole discretion, consents in writing to such Subcontracted Services to such Subcontractor. Consultant shall remain responsible to the DDA in accordance with this Agreement for the Subcontracted Services. Under no circumstances (including, without limitation, Consultant's failure to make timely and full payments to a Subcontractor) shall the DDA be liable to any Subcontractor for payment of any amounts. Consultant shall indemnify, defend and hold harmless the DDA from and against any loss, expense, obligation or liability incurred by the DDA arising out of claims made by any Subcontractor related to its performance of the Subcontracted Services or any matters related thereto. Consultant shall not permit any Subcontractor to perform any of the Subcontracted Services for the DDA or its affiliates unless and until Consultant has entered into a subcontract with such Subcontractor containing provisions at least as favorable to the DDA as those in this Agreement. Consultant shall use commercially reasonable efforts to obtain from Subcontractor and provide to the DDA any information concerning the Subcontractor reasonably requested by the DDA, including information regarding the Subcontractor's financial condition and ability to perform the Subcontracted Services.
- d. Limitation on Public Statements and Lobbying Activity. Consultant shall not represent itself as speaking on behalf of the DDA or advocating policy positions on behalf of the DDA unless expressly authorized in writing by the DDA.
- e. Duty to Warn. Consultant agrees to call to the DDA's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to Consultant by the DDA or any other party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the DDA. Nothing shall detract

from this obligation unless Consultant advises the DDA in writing that such data may be unsuitable, improper, or inaccurate and the DDA nevertheless confirms in writing that it wishes Consultant to proceed according to the data as originally given.

- f. Attendance at Meetings. Consultant shall attend such meetings on the work required by this Agreement as the DDA requires. The DDA will give reasonable notice of any such requirement to enable Consultant to schedule and attend such meetings.
- g. Books and Records. Consultant shall retain records related to invoices submitted under this Agreement for two (2) years following final payment and shall provide such records upon reasonable request.

7. Confidential Information. Consultant may receive or have access to data or information from the DDA and information that the DDA may have access to from the City of Lafayette, Boulder County and other third parties. Such data or information, because of applicable law or other obligations with third parties, may be: (a) required to be kept confidential; (b) not required to be disclosed; or (c) not a public record under the Colorado Open Records Act ("Confidential Information"). Consultant shall hold and not disclose any Confidential Information to any person not having a legitimate, need-to-know purpose authorized by the DDA. Consultant shall protect all Confidential Information with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Consultant shall immediately notify the DDA in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict Consultant with respect to information or data identical or similar to that contained in the Confidential Information of the DDA but which: (i) that party rightfully possessed before it received such information from the DDA as evidenced by written documentation; (ii) subsequently becomes publicly available through no fault of Consultant; (iii) is subsequently furnished rightfully to Consultant by a third party without restrictions on use or disclosure; or (iv) is required to be disclosed by law, provided that Consultant shall exercise reasonable efforts to notify the DDA prior to disclosure.

8. Termination.

- a. Termination for Breach. If either Party materially defaults in the performance of any term of this Agreement (other than by nonpayment) and does not substantially cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting Party may terminate this Agreement by providing ten (10) days' prior written notice of termination to the defaulting Party.
- b. Termination for Convenience. In addition to the foregoing, this Agreement may be terminated by the DDA for its convenience and without cause of any nature by giving Consultant written notice at least fourteen (14) days in advance of the termination date. In the event of such termination,

Consultant shall be paid for all the Services rendered to the date of termination, except as set forth in Section 4, above, and upon such payment, all obligations of the DDA to Consultant under this Agreement shall cease.

- c. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the DDA may, at its pleasure, suspend the Services of Consultant hereunder. Such suspension may be accomplished by giving Consultant written notice one day in advance of the suspension date. Upon receipt of such notice, Consultant shall cease its work in as efficient a manner as possible so as to keep its total charges to the DDA for the Services under this Agreement to the minimum. No work shall be performed during such suspension except with specific prior authorization by the DDA's Project Manager. The DDA recognizes that suspension and subsequent reactivation may inconvenience Consultant and will endeavor to provide advance notice and minimize its use. After a suspension has been in effect for thirty (30) days, Consultant may terminate this Agreement at will.
- d. Return of Property. Upon termination of this Agreement, Consultant shall promptly deliver to the DDA all DDA data, which includes any data or information of the DDA that is provided to or obtained by Consultant in the performance of its obligations under this Agreement, including data and information with respect to the businesses, customers, operations, facilities, products, consumer markets, assets, and finances of the DDA, as well as any plans, photographic images, analyses, test, maps, surveys, and written materials of any kind generated in the performance of its Services under this Agreement, up to and including the date of termination.

9. Indemnification. To the extent permitted by law, Consultant shall indemnify, defend, and hold harmless the Lafayette Downtown Development Authority ("DDA"), its board members, officers, officials, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from the negligent or intentional acts or omissions of Consultant, its employees, agents, or subcontractors in the performance of the Services under this Agreement. Consultant's obligations under this section shall apply only to the extent such claims are caused by Consultant's acts or omissions and shall not apply to claims arising from the negligence or willful misconduct of the DDA.

10. Insurance. Consultant shall procure and maintain, at its own expense, insurance of the types and in the minimum amounts listed below for the duration of this Agreement. Coverage shall be issued by insurers authorized to do business in the State of Colorado.

a. Required Insurance

i. Workers' Compensation.

- Statutory coverage as required by the State of Colorado



- Employer's Liability:
  - a. \$1,000,000 per accident
  - b. \$1,000,000 per employee for disease
  - c. \$1,000,000 disease aggregate

ii. Commercial General Liability

- \$1,000,000 per occurrence
- \$2,000,000 aggregate
- Coverage shall include bodily injury, property damage, personal injury, and contractual liability.

iii. Professional Liability (Errors and Omissions)

- \$1,000,000 per claim
- \$2,000,000 aggregate

- b. Additional Insurance Requirements The Lafayette Downtown Development Authority, its officers, officials, employees, and agents shall be named as additional insureds on the Commercial General Liability policy. Such insurance shall be primary and non-contributory with any insurance or self-insurance maintained by the DDA.
- c. Proof of Insurance Consultant shall provide a Certificate of Insurance evidencing the required coverages prior to commencement of Services and upon request thereafter. Certificates shall identify the DDA as the certificate holder.
- d. Notice of Cancellation or Material Change Consultant shall provide written notice to the DDA within seven (7) days of any cancellation, non-renewal, or material reduction in required coverage
- e. No Limitation of Liability The insurance requirements set forth herein shall not be construed to limit Consultant's liability or obligations under this Agreement.

11. Notices. Any notice provided pursuant to this Agreement shall be in writing to the Parties at the addresses set forth below and shall be deemed given (i) if by hand delivery, upon receipt thereof; (ii) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested; or (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying overnight priority delivery. Either Party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other Party.

Any notice provided pursuant to this Agreement shall be in writing to the Parties at the following addresses:

If to Consultant:

[name]  
[title]  
[company name]  
[company address]

If to the DDA:

Brigid Keating  
DDA Executive Director  
Lafayette DDA  
1290 S Public Road

Lafayette, CO 80026

12. No Multi-Fiscal Year Obligation. The Parties understand and acknowledge that the DDA is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multiple fiscal year direct or indirect debt or obligation within the meaning of TABOR and notwithstanding anything in this Agreement to the contrary, all payment obligations of the DDA are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the DDA’s current fiscal period ending upon the next succeeding December 31. Financial obligations of the DDA payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the DDA and applicable law. Any failure of a DDA Board annually to appropriate adequate monies to finance the DDA’s obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to Consultant of any failure to appropriate such adequate monies.

13. Force Majeure. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, epidemics, pandemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing Party’s reasonable control (collectively, “Force Majeure”). In such event, however, the delayed Party must promptly provide the other Party notice of the Force Majeure. Consultant shall not be excused from liability for delays or non-performance caused by events or conditions within its control nor for delays or non-performance which it could have foreseen and avoided, prevented or significantly ameliorated by exercising reasonable prudence or diligence, nor for any delays or non-performance caused in whole or in part by Consultant itself.

14. Laws to Be Observed. Consultant shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed the Services or the conduct of the Services and all such orders and decrees of bodies or tribunals having any jurisdiction over the Services and shall, at all times, observe and comply with all such existing

laws, ordinances, regulations, and decrees, and shall indemnify and hold harmless the DDA against any claim or liability to the extent caused by the intentional or negligent violation of any such law ordinance, regulation, order, or decree, whether by itself or by its Subcontractors, agents, or employees.

15. No Mechanic's Liens. Consultant agrees that it will not cause or permit any claims in the nature of mechanic's liens for materials or labor placed or used under the terms of this Agreement to be filed or served upon the City; and Consultant hereby guarantees to indemnify and save harmless the City against any and all such claims for liens which may be filed or asserted against any of the work done hereunder.

16. Independent Contractor. The relationship between Consultant and the DDA is that of an independent contractor. Consultant shall supply all personnel, equipment, materials and supplies at its own expense, except as specifically set forth herein. Consultant shall not be deemed to be, nor shall it represent itself as, an employee, partner, or joint venturer of the DDA. No employee or officer of the DDA shall supervise Consultant. **Consultant is not entitled to Workers' Compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Agreement.**

17. Immunity. Notwithstanding any other provision of this Agreement to the contrary, 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, Section 24-10-101, *et seq.*, C.R.S., as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the DDA, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

18. No Assignment. Consultant shall not assign this Agreement without the written consent of the DDA, which the DDA may withhold at its sole discretion.

19. Complete Agreement. This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing.

20. Amendment in Writing. No amendment or modification shall be made to this Agreement unless it is in writing and signed by both Parties. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

21. Headings; Recitals; Exhibits. The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth at the beginning of this Agreement, as well as the exhibits referred to throughout this Agreement and any Scope of Services, are incorporated into this Agreement.

22. Time of Performance. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

23. Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require such performance at any subsequent time nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

24. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the DDA and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the DDA and Consultant that any such party or entity, other than the DDA or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

25. No Requirements Contract. Nothing in this Agreement shall be construed as a requirements contract and, notwithstanding anything to the contrary contained herein, this Agreement shall not be interpreted to prevent the DDA from obtaining from third parties, or providing to itself, any or all of the Services described herein; the DDA shall be free to obtain said Services from other sources without incurring liability or damages to Consultant.

26. Applicable Law; Jurisdiction; Venue. This Agreement shall be construed in accordance with the laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state court situated in Boulder County or federal court situated in the DDA and County of Boulder, Colorado and each Party consents to jurisdiction and venue before such courts.

27. No Arbitration. No dispute between the Parties shall be resolved by binding arbitration before any extra-judicial body or person. Any provision to the contrary shall be null and void.

28. Survival. Any and all provisions of this Agreement that, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement.

29. Authority. Consultant warrants that the individual executing this Agreement is properly authorized to bind Consultant to this Agreement.

[Signature Page Follows]

The Parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be original, but all of which together shall constitute a fully binding and executed Agreement.

**CONSULTANT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LAFAYETTE DDA**

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
DDA Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office



## EXHIBIT A SCOPE OF SERVICES

*This Scope of Services (SOS) will detail to the DDA and Contractor the work/services to be completed/delivered, by whom (the DDA may also be agreeing to complete tasks), and the timeline and/or milestone deadlines required by the contract. This SOS should be written as a definitive statement and details in B through E should be numbered/in outline form, not paragraph style and no bullet points.*

*Below are required content areas, with an explanation of the type of content that must be referenced in every SOS. Following this format is not required so long as each content area is included in the final SOS.*

A. **PROJECT OVERVIEW.** This is the introduction to the Project. Explain what the Project is, its purpose and a sentence or two on how it will be accomplished. Explain the intended outcome of the Project. If possible, tie the purpose to the DDA's strategic goals and objectives. If any, identify policies or counsel initiatives that are driving the Project.

B. **TASKS.** Describe the tasks Consultant will perform in order to complete the Project. The Project task list should be written as a series of actions or steps so that it logically flows. The tasks should be clearly identified so that, in the event Consultant is not performing any task or tasks, you can refer it back to this section and request it complete a specific task or tasks. See "V. Schedule" below to layout the task deadlines.

C. **DELIVERABLES.** Clearly identify the tangible products or outcomes that Consultant is required to deliver to you for review and approval. State specifically the deliverables to be provided. For example, a "Creative Brief" is a deliverable, however "Presenting the Creative Brief" is not (a) deliverable because it is a task (see II above). One test to verify if something is a deliverable or not is: "can it be emailed?"

D. **REPORTING OBLIGATIONS.** Define how and when Consultant communicates its progress to you. Do you want a written report every month, quarter or annually? State what information you require in a report that will inform you if Consultant is on schedule and performing as expected.

E. **SCHEDULE.** Identify the Project's milestones. This can be presented in a table format and should identify when Tasks, defined above, are to be completed in order to meet the Project's deadlines.

**EXHIBIT B**  
**SCHEDULE OF CHARGES**

SAMPLE