AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement between Board of the Gunni

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see the attached contract between the LMD and the Marble Crystal River Chamber.

Fiscal Impact: $13,250

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, this amount included in teh 2016 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/10/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
Ok DB 2-12-16

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 2/12/2016 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 2/16/2016

Revised April 2015

MEMORANDUM OF AGREEMENT
BETWEEN
BOARD OF THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
OF GUNNISON COUNTY, COLORADO
AND
MARBLE CRYSTAL RIVER CHAMBER OF COMMERCE

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made effective the 1st day of January, 2016, by and between the Board of the Gunnison River Valley Local Marketing District and the Marble Crystal River Chamber of Commerce.

A. RECITALS

WHEREAS, the Board of the Gunnison River Valley Local Marketing District is responsible for the administration of the funds collected from the Local Marketing District lodging tax, and is supportive of the objectives and work program of the Marble Crystal River Chamber of Commerce; and

WHEREAS, membership to the Marble Crystal River Chamber of Commerce shall be offered and available to all lodging establishments located in the Upper Crystal River Valley portion of Gunnison County that are required to pay into the Gunnison River Valley Local Marketing District; and

WHEREAS, Marble Crystal River Chamber of Commerce has been working with the Gunnison-Crested Butte Tourism Association, local elected officials and the private sector to explore ways of coordinating the marketing efforts of the Marble community; and

WHEREAS, the Board of the Gunnison River Valley Local Marketing District feels it is in the public interest and meets the goal of the Local Marketing District to enter into this Agreement with the Marble Crystal River Chamber of Commerce to implement its approved 2016 their work program attached hereto and incorporated herein by reference as Appendix "A" (2016 Work Program").

B. AGREEMENT

NOW, THEREFORE, the Board of the Gunnison River Valley Local Marketing District and the Marble Crystal River Chamber of Commerce, in consideration for the recitals above and mutual covenants contained herein below, agree as follows:

1. TERM.

The term of this Agreement shall begin upon signing by all parties to the Agreement and end on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. CONSIDERATION.

During the Term of this Agreement,

A. The Board of the Gunnison River Valley Local Marketing District shall:

Provide support funds to the Marble Crystal River Chamber of Commerce for its 2016 Work Program in the amount of Thirteen Thousand Two Hundred Fifty and No/100 U.S. Dollars ($13,250.00), only if such funds are available as a portion of the funds collected by lodging establishments located in the Upper Crystal River Valley of Gunnison County. It is understood and recognized that these funds must be used for costs associated with the implementation of the 2016 Work Program as identified in Appendix "A". Funds will be distributed, contingent upon collections.

B. The Marble Crystal River Chamber of Commerce shall:

1. Implement the approved 2016 Work Plan.

2. Agree that membership to the Marble Crystal River Chamber of Commerce shall be offered and available to those businesses collecting and remitting the lodging tax in the Upper Crystal River Valley and that those members will receive a minimum level of advertising.

3. DESIGNATION OF COUNTY MANAGER.

The Board of the Gunnison River Valley Local Marketing District designates the Gunnison County Manager as the Administrator for this Agreement, and all questions in regard to this Agreement should be referred to that person.

4. INDEMNIFICATION.

The Marble Crystal River Chamber of Commerce agrees to defend, indemnify and hold harmless the Board of the Gunnison River Valley Local Marketing District and Gunnison County officers, its elected officials, agents and employees from and against any and all claims or actions for injury to persons or damage to property arising from activities associated with the Marble Crystal River Chamber of Commerce. Nothing in this Agreement is or shall be construed to be a waiver of Governmental Immunity by the Board of the Gunnison River Valley Local Marketing District.

5. RELATIONSHIP AMONG PARTIES.

The relationship between the Board of the Gunnison River Valley Local Marketing District and the Marble Crystal River Chamber of Commerce is that of donor and donee. The Marble Crystal River Chamber of Commerce is not an agent of the Board of the Gunnison River Valley Local Marketing District and the Board of the Gunnison River Valley Local Marketing District is not responsible for the acts or omissions of the Marble Crystal River Chamber of Commerce, it officers, employees or agents.

6. FINANCIAL RECORDS.

The Board of the Gunnison River Valley Local Marketing District has the authority to audit the Marble Crystal River Chamber of Commerce's financial records, said audit to be performed by a person of the Board of the Gunnison River Valley Local Marketing District's choice and at the expense of the Marble Crystal River Chamber of Commerce, upon seven days notice to the Marble Crystal River Chamber of Commerce.

7. MEETING REQUIREMENTS AND REPORTING.

The Marble Crystal River Chamber of Commerce agrees to meet with the Board of the Gunnison River Valley Local Marketing District in June to discuss progress with the implementation of the approved 2016 Work Program. The Marble Crystal River Chamber of Commerce also agrees to meet with the Gunnison River Valley Local Marketing District in October of each year to discuss the accomplishments and proposed work program for the following year.

The Marble Crystal River Chamber of Commerce agrees to submit a final project report in a form and format as prescribed by the Administrator of this Agreement on or before December 1st, 2016.

8. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison River Valley Local Marketing District
Attn: Gunnison County Manager
200 E. Virginia Avenue
Gunnison, Colorado 81230

Marble Crystal River Chamber of Commerce
620 W. Park Street
Marble, CO 81623

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

9. TERMINATION.

This Agreement may be terminated for non-compliance with the terms and conditions of the Agreement or the inability of the Marble Crystal River Chamber of Commerce to implement the approved 2016 Work Program.

10. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be, construed to be a waiver, in whole or part, by the Board of the Gunnison River Valley Local Marketing District of Gunnison County, Colorado or Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

11. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

12. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

BOARD OF THE GUNNISON RIVER VALLEY
LOCAL MARKETING DISTRICT

By: _____
Paula Swenson, Chairperson

By: _____
Phil Chamberland, Vice Chairperson

By: _____
Jonathan Houck, Commissioner

ATTEST:

_____
Deputy County Clerk

MARBLE CRYSTAL RIVER CHAMBER
OF COMMERCE

By: _____
_____, Chairperson

ATTEST:

_____
Secretary

Marble Crystal River Chamber
620 W. Park Street, Marble, CO 81623
www.mcrchamber.org (970) 963-6272 (MCRC)

Work Plan January 2016 – December 2016

Website Maintenance www.mcrchamber ..... **$ 250**

Our website is the centerpiece of our marketing and promotion effort. We have hired a new designer to continue with updates and design changes to our site. These changes reflect new membership, new ideas, and the 'About Us' tab which educates individuals who use VRBO and Air B&B type rental resources about paying their LMDT taxes. This tab offers information and contacts necessary to remit the LMDT to the State. Sales tax increases in each of the last three years show that our efforts are working for both our town and the County.

The site is well optimized, much-visited, and aesthetically pleasing. Maintenance on the site will now be done by our new designer, rather than chamber volunteers. A short promotional film on Marble is featured prominently on our site and on valleyinsider.com. Event pages promote our Marble events. We are asking for $250 to maintain our site.

Rack Card Distribution ..... **$ 1,500**

Our new rack card now incorporates a 'Dining' category, and offers information reflecting our growing membership. Rack card design elements are featured prominently in our print and online ads. The rack card distribution vendors in our area are expensive, but target visitors to busy Colorado destinations in the Roaring Fork, Crystal and Colorado River Valleys, and Coloradans on the front range.

Internet and Print Marketing ..... **$ 7,000**

Due to the surprising success of Marble's web ad in Colorado.com this year (500% more click-throughs than estimated!) we plan to continue this ad banner and sponsor a Marble Chamber page in Colorado.com's magazine. By promoting Marble as a single entity, we have drawn the interest of more first-time visitors and introduced the town as the singular Colorado destination that it is. After examining our own site's visitor stats and stats from associated internet marketing organizations, we feel that new-media marketing should be the cornerstone of our marketing program. We are budgeting $5,000 for internet marketing.

The Chamber plans to continue with our full page print ads in the *Crystal Valley Echo 2016 Summer, and Winter Guides,* distributed throughout the local areas and along the I-70 corridor to Grand Junction. We are producing an illustrated map of Marble and our member businesses for placement locally. We would also like to continue with the success of this year's print ad in the *Grand Junction Sentinel's Vacationlands* publication. We also plan to have a presence in *Gunnison Magazine* in 2016. We are budgeting $2,500 for our print advertising program.

Event Funding ..... **$ 2,000**

We wish to continue what we have started in promoting Marble through events. Our events lead new visitors to Marble, and they showcase our community spirit and creativity. Placing our events on statewide event calendars (as well as on our own website) increases Marble's presence and recognition. To increase overall yearly tourism, we schedule these events during traditionally slow periods in our season.

JUNE – Concierge Day. The Chamber continues to sponsor and organize Concierge Day, on which we transport concierges from Aspen and Glenwood Springs to Marble for a

day of jeep tours, horseback riding, lunch at Slow Groovin' Barbecue, and a tour of local lodges and galleries. This has become a casual, low-key opening our tourism season.

AUGUST – Marble Fest. A low-key, free, primarily acoustic and bluegrass music festival is the third weekend of August and serves as a summer farewell for families with school-age children.

SEPTEMBER – Lead King Loop and Quarry Climb races. Nearly 300 runners gather at the Beaver Lake Lodge and run in two races to benefit the Marble Charter School, an event which raises over $10,000 annual for our kids' education.

OCTOBER – Fall Fest. A bit more rambunctious than Marble Fest, Fall Fest was sponsored and organized entirely by the Slow Groovin' BBQ this year. It included a multi-media performance-art concert by *Lunar Fire,* along with prominent local musical acts. FallFest is outdoors, always on the first weekend of October, and features music, barbecue and seasonal craft brews. Our inaugural Fall-Fest in 2012 raised $6500 for a local in need.

DECEMBER – Christmas in Marble. Santa in a firetruck, sleigh rides, seasonal crafts, a gallery tour, Christmas tree lighting, and more, in a snowy mountain setting.

We are asking for $2,000 to support Marble special events.

Memberships with Chambers and Associations..... $ 1,000

Memberships in regional chambers and state and national tourism associations result in increased online exposure and web optimization, but also connects our small, isolated community to supportive neighbors. We maintain memberships with the Better Business Bureau, the Glenwood Springs Chamber, the Crested Butte Chamber, the Redstone Community Association, the West Elk Loop Byways Committee. We are a member of Colorado's state 'I film Colorado!' program. We ask for $1,000 to continue these memberships and associations, and to consider new memberships.

Marble Hub Support and Operations..... $1,500

The Marble Hub is a community center/coffee shop/gift shop, and outdoor farmer's market, and a visitor center. The Hub is a responsible entity for building community, helping visitors with information, and maintaining the Hub's historic space. The Hub also serves the Chamber as a phone contact to Marble, and as a visitor center. We continue to support the Hub by collaborating on community events with fundraising potential, and with continued financial support. This year we would like to pledge another $1500 to continue support and funding of the Hub.

TOTAL ..... $ 13,250

2015/16 FUNDING REQUEST ..... $ 13,250