AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Memorandum of Agreement; Gunnison/Crested Butte Tourism Association; 1/1/14 thru 12/31/14; $1,174,907

Action Requested: Motion

Parties to the Agreement:

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

Summary:
Attached is the 2014 funding agreement between the LMD and the Tourism Association.

Fiscal Impact: $1,174,907

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

Finance Review: (●) Required ( ) Not Required

Comments:

This agreement is consistent with the 2014 budget. Marketing District taxes should be sufficient to support payment of this MOA. Please note, however, that the total budget for the TA is $1,184,904 because they also plan to spend an additional $10,000 for marketing Houston flights. Those costs will be invoiced to the County, to be paid to the TA using 50% SCASD Grant funds and 50% Local Marketing District funds.

Reviewed by: GUNCOUNTY1\BCOWAN Discharge Date: 1/13/2014

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

Comments:

Reviewed by: GUNCOUNTY1\ATREZISE Discharge Date: 1/15/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 1/16/2014

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

Agenda Date: 1/21/2014 Follow Up Agenda Date:

Revised April 2013

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement"), made effective the 1st day of January, 2014, between the Gunnison/Crested Butte Tourism Association, a Colorado non-profit corporation, and the Board of the Gunnison River Valley Local Marketing District provides that:

RECITALS

WHEREAS, Gunnison/Crested Butte Tourism Association has been working with the Crested Butte-Mt. Crested Butte Chamber of Commerce, Gunnison Country Chamber, local elected officials and the private sector to coordinate the marketing efforts of the Gunnison County community; and

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 Gunnison/Crested Butte Tourism Association; and

WHEREAS, the Board of the Gunnison River Valley Local Marketing District feels that it is in the public interest and meets the goals of the Gunnison River Valley Local Marketing District to enter into an agreement with the Gunnison/Crested Butte Tourism Association to implement their work program for 2014.

AGREEMENT

NOW, THEREFORE, the Board of the Gunnison River Valley Local Marketing District and the Gunnison/Crested Butte Tourism Association agree in consideration for the mutual covenants contained herein as follows:

1) The Board of the Gunnison River Valley Local Marketing District agrees to provide $1,174,907 in support funds to the Gunnison/Crested Butte Tourism Association. It is expressly agreed that these funds must be used only for costs associated with the implementation of the approved work program which includes salaries for the Executive Director and appropriate support staff and that such salaries may be adjusted based on revenues and at the Gunnison/Crested Butte Tourism Association's discretion.
2) The Gunnison River Valley Local Marketing District will provide funds to the Gunnison/Crested Butte Tourism Association via monthly installments of $97,908.91, for a total of $1,174,907.
3) Attachment A to this Agreement represents an estimate of the expenditures for 2014 and the approved work program for 2014.
4) During the term of this Agreement, the Gunnison/Crested Butte Tourism Association shall provide quarterly updates to the Gunnison River Valley Local

Marketing District, to include updates relative to the Gunnison/Crested Butte Tourism Association's performance measurement program that measures the performance of the various efforts contained in the approved work program for 2014 (Attachment A).

1. TERM

The term of the agreement shall begin on January 1, 2014 and end on December 31, 2014.

2. COMPENSATION

The total value of this Agreement is estimated to be $1,174,907. It is further recognized and understood by the parties to this Agreement that the financial obligations under this Agreement are contingent upon the receipt of tax revenues by Gunnison County from the lodging tax and, if there are insufficient revenues to support the estimated expenditures for 2014, the financial obligation will be reduced accordingly.

3. GUNNISON COUNTY STRATEGIC PLAN

Execution of this Agreement will assist Gunnison County with its strategic measure that Gunnison County will provide economic development leadership, as more fully outlined in the Gunnison County Strategic Plan at C.1.

4. 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 shall be referred to the Gunnison County Manager.

5. INDEMNIFICATION

Gunnison/Crested Butte Tourism Association agrees to indemnify, defend and hold harmless the Board of the Gunnison River Valley Local Marketing District of Gunnison County, Colorado and Gunnison County, its agents and employees, of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Gunnison/Crested Butte Tourism Association or its employees, subcontractors or agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

6. RELATIONSHIP AMONG PARTIES

The relationship of the Gunnison/Crested Butte Tourism Association to the Board of the Gunnison River Valley Local Marketing District is that of an independent contractor, performing marketing functions pursuant to this Agreement. Gunnison/Crested Butte Tourism Association 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 Gunnison/Crested Butte Tourism Association its officers, employees or agents.

7. MEETING REQUIREMENTS AND PROJECT REPORTING

Gunnison/Crested Butte Tourism Association agrees to meet with the Board of the Gunnison River Valley Local Marketing District no later than June of 2014 to discuss progress with the implementation of the approved work program.

Gunnison/Crested Butte Tourism Association agrees to submit a final annual report no later than June 30, 2015 in a form and format as prescribed by the Administrator of this Agreement.

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

With a copy to:
Board of County Commissioners of the County of Gunnison, Colorado
200 E. Virginia Avenue
Gunnison, Colorado 81230

Gunnison/Crested Butte Tourism Association
202 E. Georgia, Suite B
Gunnison, CO 81230

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. IMMIGRATION COMPLIANCE CERTIFICATION.

(a) By its signature on this Agreement, Gunnison/Crested Butte Tourism Association certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States, the Gunnison/Crested Butte Tourism Association has participated or attempted to participate in the E-Verify program ("E-Verify Program") created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security, and the Social Security Administration or the Department Program (Department Program) established pursuant to §8-17.5-102(5)(c), C.R.S.

(b) Gunnison/Crested Butte Tourism Association agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to the Gunnison/Crested Butte Tourism Association that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

(c) Gunnison/Crested Butte Tourism Association has confirmed or attempted to confirm through participation in the E-Verify or Department Program the employment eligibility of all employees who are newly hired for employment in the United States.

(d) Gunnison/Crested Butte Tourism Association shall not use E-Verify or Department Program procedures to undertake pre-employment screening of job applicants while work under this Agreement is being performed.

(e) If the Gunnison/Crested Butte Tourism Association obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Gunnison/Crested Butte Tourism Association Contractor shall:

(1) Notify the subcontractor and the Board of the Gunnison River Valley Local Marketing District within three days that the Gunnison/Crested Butte Tourism Association has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) Terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(f) The Gunnison/Crested Butte Tourism Association shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course

of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-101(5).

(g) If the Gunnison/Crested Butte Tourism Association violates a provision of this Illegal Alien Addendum, the Board of the Gunnison River Valley Local Marketing District may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Gunnison/Crested Butte Tourism Association shall be liable for actual and consequential damages to the Board of the Gunnison River Valley Local Marketing District. Gunnison/Crested Butte Tourism Association understands that, in the event of such a termination, the Board of the Gunnison River Valley Local Marketing District is required to notify the office of the Colorado Secretary of State.

10. SOLE SOURCE CONTRACT.

This agreement is a sole source contract pursuant to Article XXVIII of the Colorado Constitution, and the following provisions are applicable to said agreement.

(a) Section 15 of Article XXVIII of the Colorado Constitution is hereby incorporated by reference into this Agreement.

(b) The Gunnison/Crested Butte Tourism Association, on behalf of itself, any person who controls ten percent or more of the shares of or interest in the Gunnison/Crested Butte Tourism Association, and its officers, directors, and trustees (collectively, the "Contract Holder") agrees, for the duration of this Agreement and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contract Holder or on behalf of his or her immediate family members and for the benefit of any political party or for the benefit of any candidate for any elected officer of the state or any of its political subdivisions.

(c) If a person responsible for the bookkeeping of the Gunnison/Crested Butte Tourism Association, or if a person acting on behalf of any party to this Agreement, obtains knowledge of a contribution made or accepted in violation of Section 15 of Article XXVIII of the Colorado Constitution, and that person intentionally fails to notify the Secretary of State or appropriate government officer about the violation in writing within ten business days of learning of such contribution, then that person may be contractually liable for restitution to the general treasury of the Board of the Gunnison River Valley Local Marketing District to compensate for all costs and expenses associated with the breach, including costs and losses involved in securing a new contract if that becomes necessary.

(d) (1) The parties hereto agree that if any party intentionally violates Section 15 of Article XXVIII of the Colorado Constitution, as contractual damages that party shall be ineligible to hold any sole source government contract or public employment within the State of Colorado or any of its political subdivisions, for three years.

(2) The parties hereto agree that if any party intentionally violates Section 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that party shall be ineligible to hold any sole source government contract or public employment with the State of Colorado or any of its political subdivisions, for three years.

(e) The Gunnison/Crested Butte Tourism Association agrees to comply with the summary and notice provisions of Section 16 of Article XXVIII of the Colorado Constitution.

(f) The Gunnison/Crested Butte Tourism Association hereby certifies that it has not made or caused to be made any contribution intended to promote or influence the result of an election on a ballot issue relating to this Agreement on or after December 31, 2008.

(g) All terms used in this Section and not otherwise defined in this Agreement shall have the same meanings as set forth in Article XXVIII of the Colorado Constitution.

11. 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.

12. 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.

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.

14. 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.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

_____
Chairperson

ATTEST:

_____
Deputy County Clerk

GUNNISON/CRESTED BUTTE TOURISM ASSOCIATION

_____
Chairperson

ATTEST:

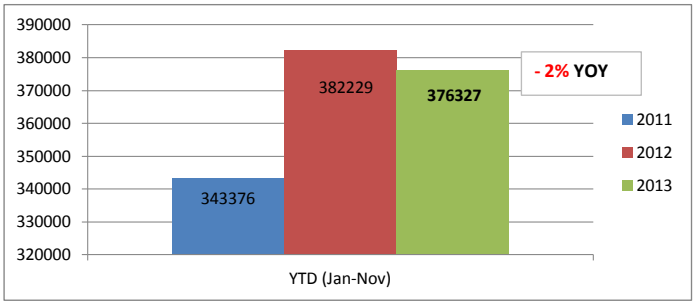
_____
Clerk/Secretary

Gunnison Crested Butte TOURISM ASSOCIATION
TOURISM WORKS FOR US ALL™

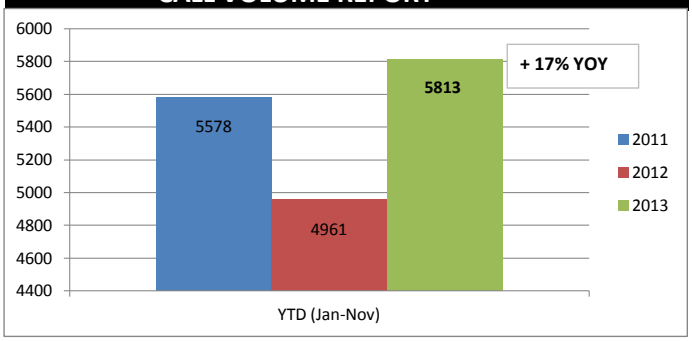
TOURISM REPORT CARD
December 3, 2013

Note: The most current data, as reported by the state and municipalities, were used to produce this report

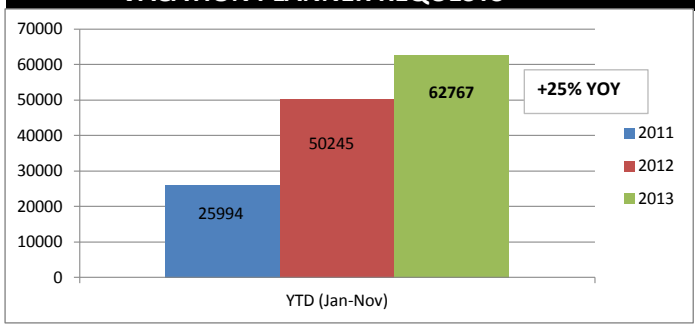
WEBSITE TRAFFIC



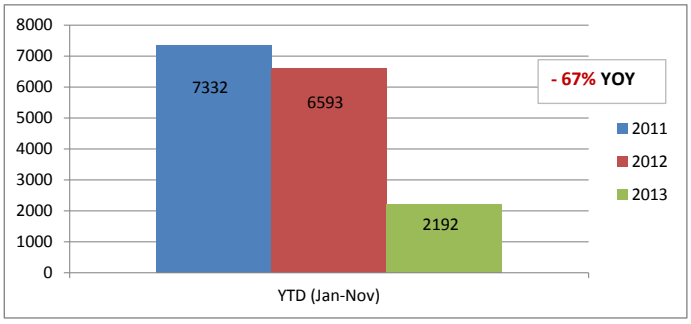
CALL VOLUME REPORT



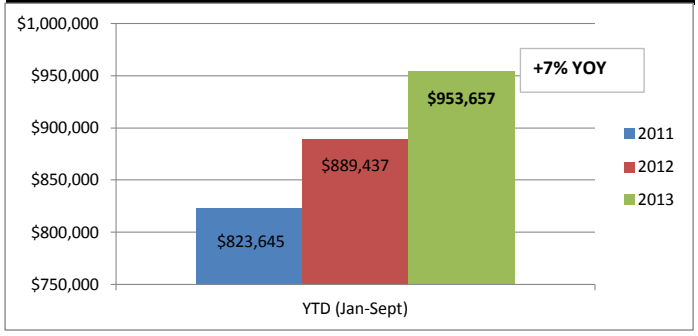
VACATION PLANNER REQUESTS



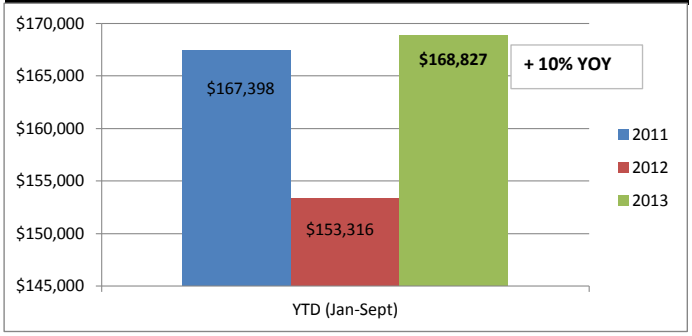
CD PLANNER REQUESTS



LMD REPORT



CITY OF GUNNISON LODGING TAX

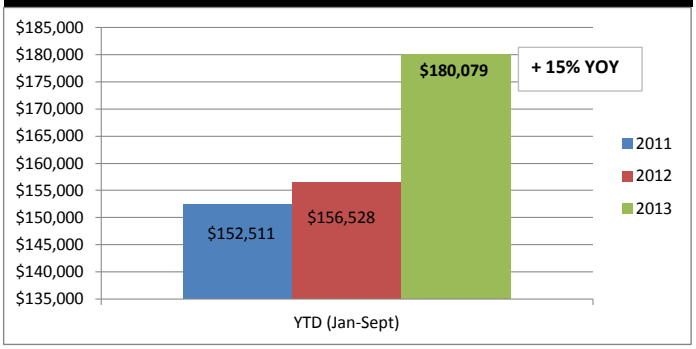


Gunnison Crested Butte TOURISM ASSOCIATION
TOURISM WORKS FOR US ALL™

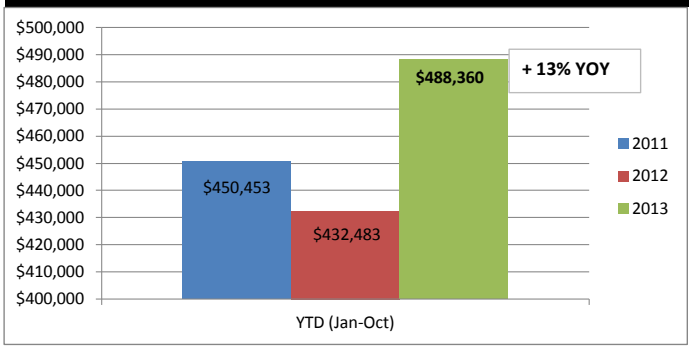
TOURISM REPORT CARD
December 3, 2013

Note: The most current data, as reported by the state and municipalities, were used to produce this report

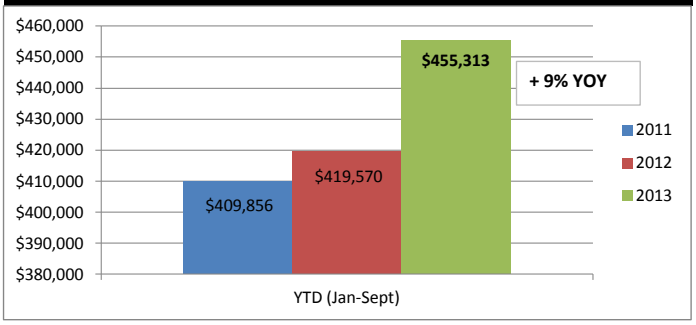
CRESTED BUTTE LODGING TAX



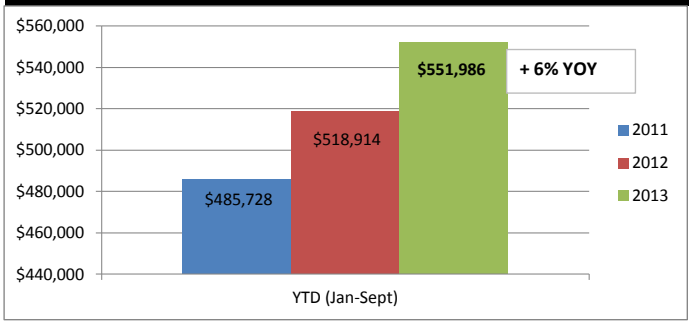
MT. CRESTED BUTTE LODGING TAX



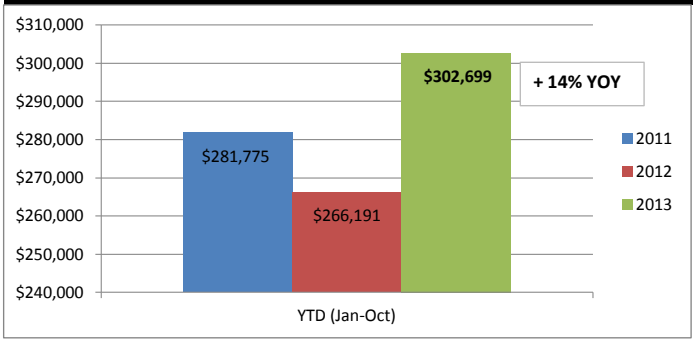
CITY OF GUNNISON RETAIL SALES TAX



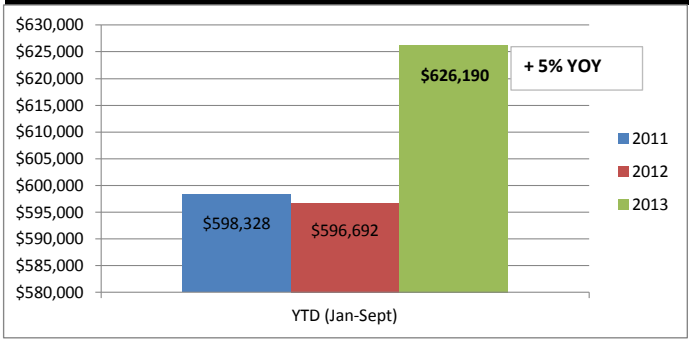
CRESTED BUTTE RETAIL SALES TAX



MT. CRESTED BUTTE RETAIL SALES TAX



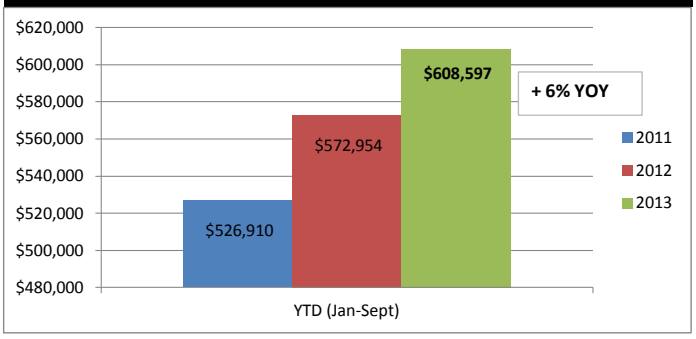
CITY OF GUNNISON RESTAURANT SALES TAX



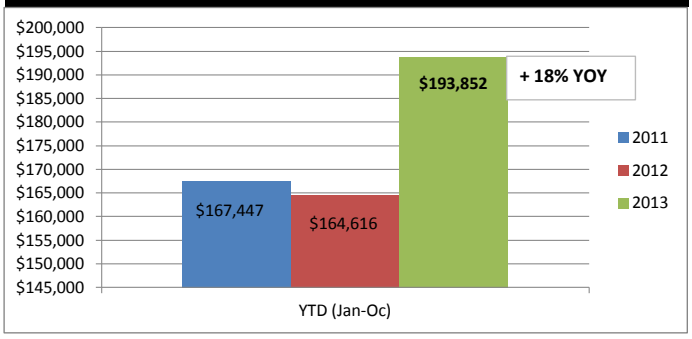
TOURISM REPORT CARD
December 3, 2013

Note: The most current data, as reported by the state and municipalities, were used to produce this report

CRESTED BUTTE RESTAURANT SALES TAX



MT. CRESTED BUTTE RESTAURANT SALES TAX



FACEBOOK AUDIENCE

Annual Goal = 15,000 fans

16,426 YTD

2014 MEDIA & PUBLIC RELATIONS PLAN

Gunnison Crested Butte TOURISM ASSOCIATION
COLORADO ~ PURE & SIMPLE™

	Q1												Q2												Q3												Q4													
	January				February				March				April					May				June			July				August				September				October				November				December					Budget
	6	13	20	27	3	10	17	24	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	4	11	18	25	1	8	15	22	29	6	13	0	27	3	10	17	24	1	8	15	22	29	
PRINT																																																			**$150,000**
2014 Colorado Vacation Planner/Full Page + Special Insert	Annual issue																																																		
AARP The Magazine																																																			
AAA Encompass - Colorado Coop																																																			
AAA Colorado																																																			
Colorado Activity Center - Summer																																																			
High Country Angler																																																			
Denver Life: Arts & Culture Coop																																																			
Elevation Outdoors																																																			
TrueWest																																																			
United Hemisphere																																																			
Crested Butte News: Seasonal Visitors Guide/Visitor Center Promo	Winter Issue																								Summer Issue																										
TravelerFun																																																			
Gunnison Country Magazinze: Visitor Center Promo																																																			
Boulder Weekly: SummerScene & WinterScene																																																			
Newspaper Insert: CTO/Madden Media																																																			
Master Skier: Annual Cross Country Ski Journal	Annual issue																																																		
Texas Monthly																																																			
LOCAL MEDIA																																																			**$600**
GCBTA Business Announcements	GCBTA Board Election												as needed												as needed												as needed													
SOCIAL MEDIA																																																			**$5,000**
Facebook - promo boosts	Ongoing												Ongoing												Ongoing												Ongoing													
Facebook - geo-targeted ads																																																			
Pinterest						Initiate new community albums by niche, ie. Weddings, Outdoor recreation, etc.																																													
Twitter	Ongoing																																																		
ONLINE/SOCIAL/EMARKETING																																																			**$323,000**
eMarketing: instate																																																			
Chicago Travel & Adventure Show																																																			
MediaSpade: Geotargeted eMarketing																																																			

Gunnison Crested Butte TOURISM ASSOCIATION
COLORADO ~ PURE & SIMPLE™

2014 MEDIA & PUBLIC RELATIONS PLAN

	Q1												Q2												Q3												Q4													Budget
	January				February				March				April					May					June					July					August				September					October				November				December			
	6	13	20	27	3	10	17	24	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	4	11	18	25	1	8	15	22	29	6	13	0	27	3	10	17	24	1	8	15	22	29	
SEO - Web Optimization Program																																																			
Colorado.com																																																			
CTO eNewsletter																																																			
CTO/Madden Media eMarketing																																																			part of print
Expedia.com																																																			
Gunnison Getaways - Media Spade: Targeted eMarketing - Colorado Skiers																																																			
Gunnison Getaways - Colorado eNewsletter: GCBTA ski/snowboard																																																			
Gunnison Getaways: Web Deals																																																			
Bootprints																																																			
AmericaCowboy.com																																																			
Digital Post Media/Denver Post																																																			
AARP Travel																																																			
Sojern Traveler																																																			
LA Magazine eNewsletter																																																			
Taking the Kids: Fun in the Snow																																																			
GoTravel: Go-Colorado.com																																																			
DEI Influencer Outreach Program																																																			
Emarketing - Out of state to key season niche interests																																																			
MyWedding.com																																																			
OnTheSnow.com																																																			
Paddling.net																																																			
TulsaPeople.com																																																			
Texas Monthly.com																																																			
USA Today Travel																																																			
Cross Country Skier: Tracks to Try																																																			
Travelerfun.com																																																			
AARP Targeted eNewsletter																																																			
Virtual Vacation Guides: Niche Markets																																																			
RADIO																																																			**$50,000**
Dallas																																																			
Houston																																																			
Winter fly market TBD by RTA/CBMR																																																			
BROADCAST/VIDEO																																																			**$20,000**
Area Events/Attractions																																																			

Weddings, Kid-Friendly Activities, Sportsman's Paradise

Summer Service

Gunnison Crested Butte TOURISM ASSOCIATION COLORADO ~ PURE & SIMPLE™

2014 MEDIA & PUBLIC RELATIONS PLAN

	Q1												Q2												Q3												Q4												
	January				February				March				April					May				June				July				August				September				October				November				December				Budget
	6	13	20	27	3	10	17	24	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	4	11	18	25	1	8	15	22	29	6	13	0	27	3	10	17	24	1	8	15	22	29	
PUBLIC RELATIONS																																																		**$49,500**
News Releases - Colorado/in-state																																																		
News Releases - National	National and Geo-targeted content; seasonal by topic																																																	
News Releases - Local	Ongoing as relevent topics pertain to local community																																																	
Journalist Visits - individual	Ongoing												Ongoing													Ongoing													Ongoing												
GCBTA Blog																																																		
Journalist FAM Program - CTO/Germany																																																		
Journalist FAM Program - CTO/Mexico																																																		
Journalist FAM Program - CTO/United Kingdom																																																		
Journalist FAM - U.S. Travel Writers (tentative)																																																		
US PRO CYCLING CHALLENGE - GCBTA working in partnership with LOC event/marketing planning																																																		**$20,000**
Targeted eMarketing																																																		
Online Banner Advertising																																																		
Regional Print Publications																																																		
Website																																																		
Social Media Campaign																																																		