# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**AgendaTitle:**
Consent 08 - Memorandum of Understanding; Crested Butte/Mt. Crested Butte Chamber of Commerce / Visitor's Center; Gunnison Country Visitor Center and General Events; 1/1/15 thru 12/31/15; $25,000

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

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

**Summary:**
MOA - CB/MTCB Chamber of Commerce

**Fiscal Impact:** $25,000

**Submitted by:** Joseph Otsuka **Submitter's Email Address:** jotsuka@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:

Amoutn agrees with discussion during budget process

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/6/2015

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 3/9/2015 Certificate of Insurance Required Yes (●) No ( )

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 3/9/2015

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

Agenda Date: 3/17/2015 Follow Up Agenda Date:

*Revised April 2013*

# MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective the 1st day of January, 2015, is by and between the Board of County Commissioners of the County of Gunnison, Colorado acting as the Local Marketing District, whose address is 200 East Virginia, Gunnison, CO 81230 ("Gunnison County") and Crested Butte/Mt. Crested Butte Chamber of Commerce/Visitor's Center, P.O. Box 1288, Crested Butte, CO 81224 ("CB/MTCB Chamber of Commerce").

## RECITALS

WHEREAS, CB/MTCB Chamber of Commerce has requested assistance from Gunnison County in financing a portion of costs associated with the Visitor's Center operations and general events; and

WHEREAS, Gunnison County is supportive of the objectives of CB/MTCB Chamber of Commerce in terms of assisting those in need of services in Gunnison County; and

WHEREAS, Gunnison County feels it is in the public's interest to provide financial assistance to CB/MTCB Chamber of Commerce.

## AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. TERM.

The term of this Agreement shall commence on the 1st day of January, 2015 and shall terminate on December 31, 2015, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

(a) Gunnison County agrees to provide $25,000 in funds to CB/MTCB Chamber of Commerce. It is understood and recognized that these funds must be used for purposes consistent with the attached Exhibit "A".

(b) The quarterly payments will be distributed by the County upon submittal of appropriate documentation.

(c) This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement without penalty to CB/MTCB Chamber of Commerce pursuant to paragraph 11 of this Agreement.

(d) Gunnison County reserves the right to amend this agreement to reduce the contribution stated herein if the 2014 Gunnison County audit should result in a significantly lower fund balance than projected.

3. STRATEGIC RESULT.

Execution of this MOA will assist Gunnison County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan. CB/MTCB Chamber of Commerce agrees to submit a final written project report by October 1, 2015 that will include performance metrics (i.e., number of clients served, result percentages, etc.) and other pertinent information. The County's receipt of this final project report by the October 1, 2015 deadline will serve as a condition for future funding eligibility.

4. INDEMNIFICATION.

(a) CB/MTCB Chamber of Commerce agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, 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 CB/MTCB Chamber of Commerce or its employees, sub-contractors or agents in connection with this Agreement.

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

5. INSURANCE.

CB/MTCB Chamber of Commerce agrees that at all times during the Term of this Agreement that CB/MTCB Chamber of Commerce shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, CB/MTCB Chamber of Commerce will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

(a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by CB/MTCB Chamber of Commerce during the term of this Agreement.

(b) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than $350,000 for any injury to one person in any single occurrence and in an amount no less than $990,000 for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

(a) In carrying out its obligations and activities under this Agreement, CB/MTCB Chamber of Commerce is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. CB/MTCB Chamber of Commerce does not have any authority to bind Gunnison County in any manner whatsoever.

(b) CB/MTCB Chamber of Commerce acknowledges and agrees that CB/MTCB Chamber of Commerce is not entitled to: (i) unemployment insurance benefits; or

(ii) Workers Compensation coverage, from Gunnison County. Further, CB/MTCB Chamber of Commerce is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. AUTHORITY TO AUDIT RECORDS.

Gunnison County has the authority to audit the CB/MTCB Chamber of Commerce's financial records, said audit to be performed by an employee, agent or designee of Gunnison County and at the expense of the CB/MTCB Chamber of Commerce, upon seven days notice to the CB/MTCB Chamber of Commerce.

8. DELEGATION AND ASSIGNMENT.

This is a personal services contract with CB/MTCB Chamber of Commerce and, therefore, CB/MTCB Chamber of Commerce shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

9. IMMIGRATION COMPLIANCE CERTIFICATION.

(a) CB/MTCB Chamber of Commerce certifies that CB/MTCB Chamber of Commerce does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

(b) CB/MTCB Chamber of Commerce certifies that CB/MTCB Chamber of Commerce has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

(c) CB/MTCB Chamber of Commerce certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

(d) CB/MTCB Chamber of Commerce agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

(e) CB/MTCB Chamber of Commerce agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

10. 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 County: Gunnison County Board of County Commissioners
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

CB/MTCB CHAMBER OF COMMERCE:

Crested Butte/Mt. Crested Butte Chamber of Commerce
Visitor's Center
Attn: Daniel Marshall
P.O. Box 1288
Crested Butte, CO 81224

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.

11. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

12. 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 Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

13. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

14. 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.

15. 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.

16. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

LOCAL MARKETING DISTRICT OF GUNNISON COUNTY

By: _____
Paula Swenson, Chairperson

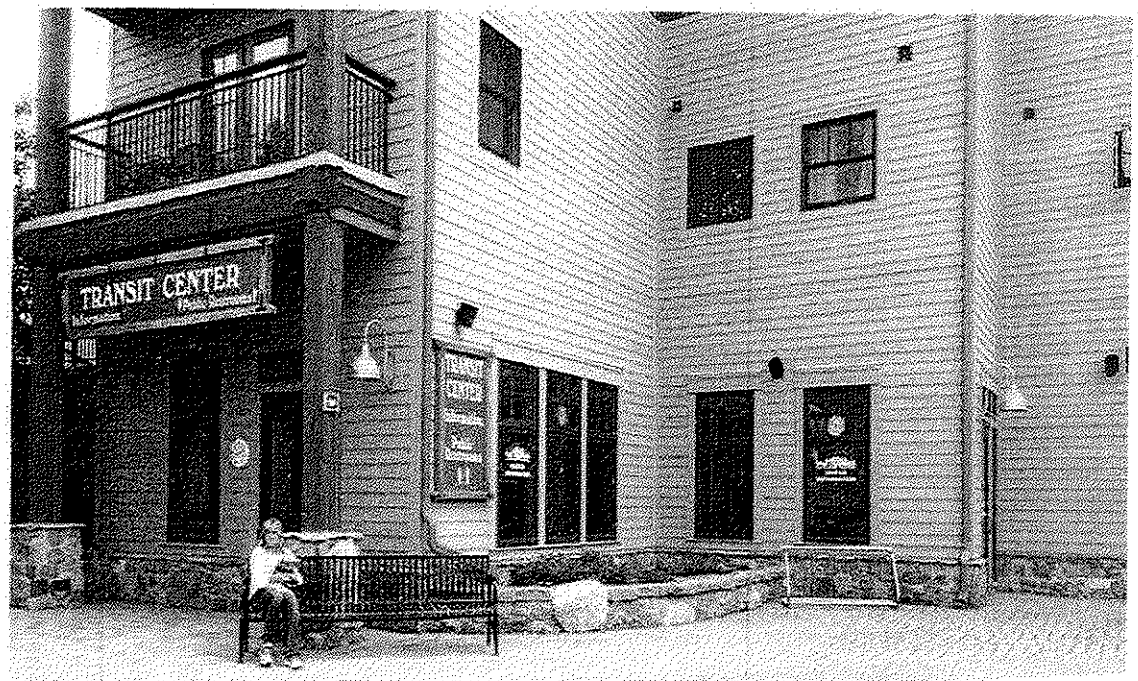
ATTEST:

_____
Deputy Clerk

CRESTED BUTE/MT. CRESTED BUTTE CHAMBER OF COMMERCE
VISITOR'S CENTER

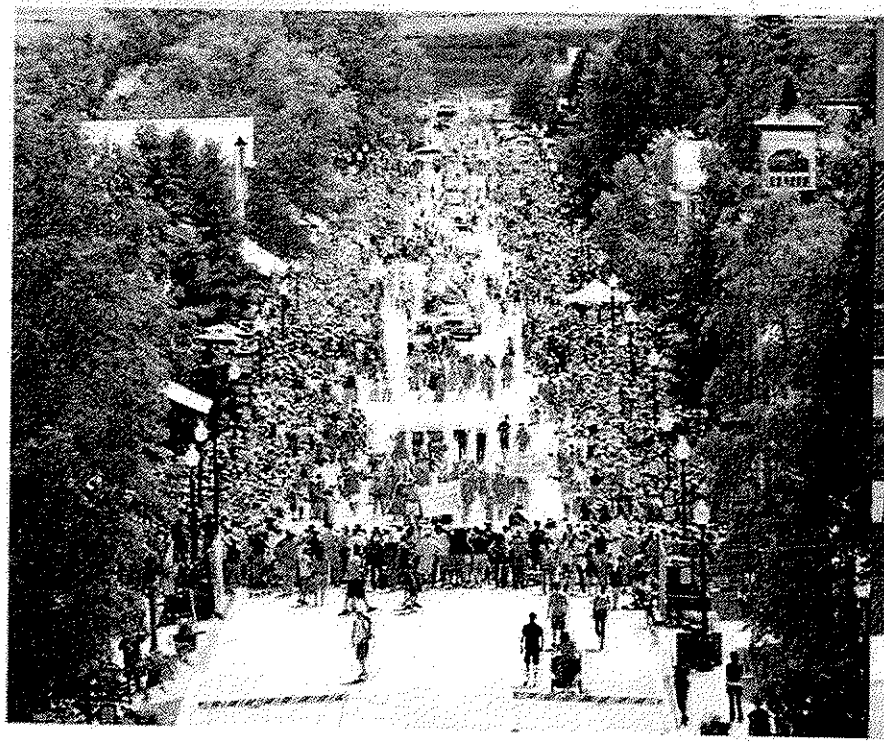
By: _____

# Exhibit “A”




THE CHAMBER
Crested Butte/Mt. Crested Butte

# 2015 Proposal – Customer Fulfillment Projects



# CB/Mt. CB Chamber of Commerce Intent

The Crested Butte/ Mt. crested Butte Chamber of Commerce (the Chamber) is grateful for the opportunity to respond to the Request for Proposal, generously extended by the Local Marketing District of Gunnison County.

Over the past several years the Chamber has struggled to sustain itself on membership dues and BOLT funding alone. To date the Chamber continues to play "catch up" with expenses linked to insufficient technology and the staffing of three separate visitors centers. With the revitalization of our current Events Program we hope to establish greater fiscal stability.

Simplifying the visitor experience for our guests before, during, and after their trip will set Crested Butte and our valley apart from our competitors. This improved experience starts with immediate and seamless access to information through a wide variety of technological platforms. First and foremost, having an up to date website that encompasses all things Crested Butte is of utmost importance. This will greatly increase our ability to offer excellent customer service by marketing the diverse experiences available to visitors of the Gunnison Valley. The ability to share this message on an organized, all-encompassing media platform will have a direct benefit on the business community and our membership.

These improvements in our ability to captivate audiences outside of the Gunnison Valley will also increase the draw to events hosted by the Chamber that showcase our backyard. By increasing participation in events like Crafted, CB Bike Week, and Chili and Beer, we hope to make Gunnison Valley the place to be for unique experiences and amazing recreational opportunities. By increasing the visibility of these events through more effective and current marketing techniques, we hope to see more travel to the valley and a greater number of returning visitors year round.

We look forward to working within the community to achieve a unified marketing message to improve the visitor experience and ultimately increase business within the Gunnison Valley. We currently find ourselves in a pivotal position on a national stage; let us capitalize on the chance to take this attention in a positive direction for our community.

# Technology

Listed below are the specific items that we wish to implement at the Crested Butte/Mt. Crested Butte Chamber of Commerce to more effectively market our community to both locals and visitors. This will enable us to create and promote our events, and will allow us to provide information at mobile Visitor locations.

1) New Website

- **Fully responsive, custom designed Website with Search Optimized Content developed for target audiences and applicable event applications**

  Purpose- Simplify and optimize access to all information related to visiting Crested Butte on a singular platform, therefore unifying and branding countywide amenities and consolidating all Chamber events under a singular domain/host.

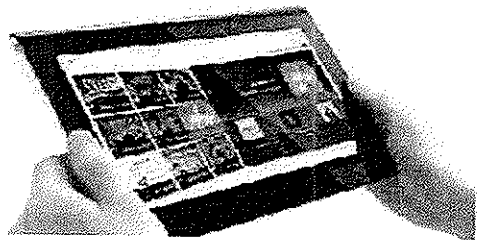
- **Website integration with Chamber Master and backend systems**

  Purpose- To increase the visibility and accessibility of data on Chamber Master for both Chamber Members and the public, thereby connecting and benefiting participating businesses and potential clientele. This will allow us to seamlessly update the website and tablets, in addition to acquiring information from built in tracking and analytic programs.

- **Social media integration**

  Purpose- To link marketing efforts for all events across various social media platforms, providing continuity and accessibility for viewers.

2) Tablets



- **(1) Website integrated Tablet (27" - 40")**

  Purpose- To provide guests with a 'hands on' touchscreen to access information during after hours or in times of high visitor traffic.

- **(2) Mobile Tablets for visitor centers and events (10")**

  Purpose- To provide Visitor Center information to guests at on site locations. Ie. Event Locations and Mobile Visitor Centers, allowing for on site event registration, restaurant reservations, or lodging options.

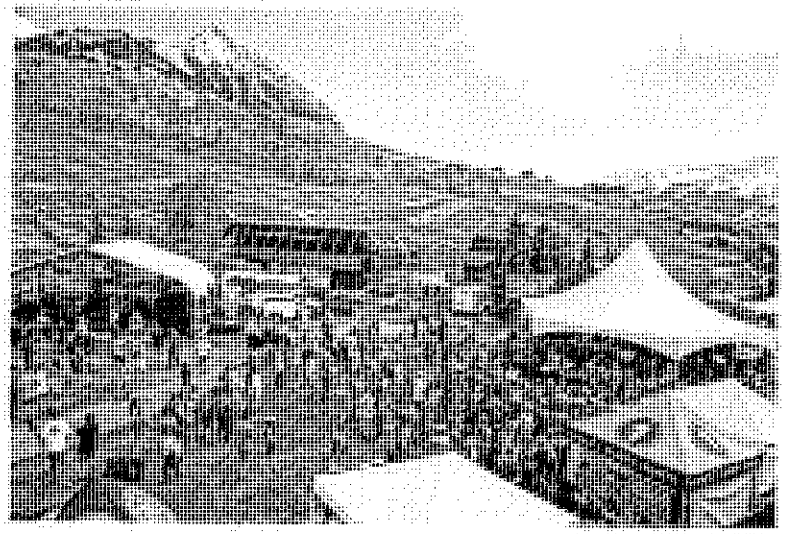
3) Laptop

- **MacBook Pro Laptop w/Adobe Creative Cloud**

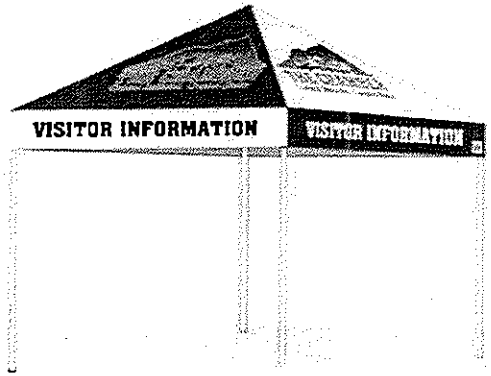
  Purpose- Accessibility to the most updated technology and programming in order to maintain website operations and create marketing materials in house ie. Graphics, posters, videos, etc.

By implementing the items listed above, the Crested Butte/ Mt. Crested Butte Chamber of Commerce hopes to provide uniform and consistent access to information for both residents and visitors of our community.

# Events/Visitor Information

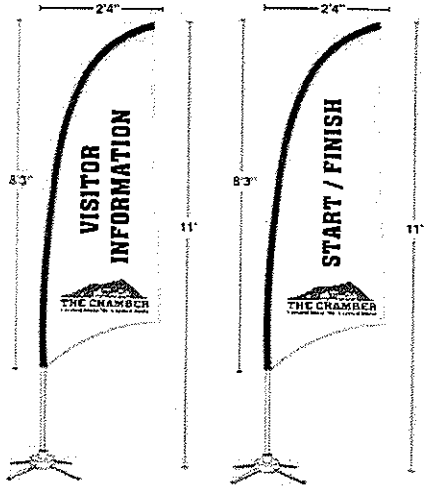


The Chamber has implemented a new Events Position as a means to help promote the Gunnison Valley and to put on professional level Events and Activities. The Chamber sees great value in showcasing our natural surroundings and the amazing venues they provide. Events not only bring business and visibility to our area, but also help keep the Chamber more fiscally stable. With improvements made to the guest experience at Crafted, CB Bike Week, Fourth of July, Chili/Beer, Skimo, Fat Bike, and other events, the Chamber foresees adding great value to the community, and therefore our membership. The Chamber provides satellite Visitor Centers for large events (ie. USA Pro Challenge, Ride the Rockies, etc.) but we lack sufficient means to create a recognizable Visitor location.




1) <u>EZ-Ups</u>
   - **(2) Medium/Heavy Duty Ez-Ups with Chamber Logo and VISITOR INFORMATION panels**
     <u>Purpose</u> – Added Chamber and Information visibility at satellite Visitor Center locations (ie: USA Pro Challenge, 4th of July, Ride the Rockies, etc), as well as Event Venue locations.

2) <u>Windblades</u>
   - **(2) Visitor Information Wind Blades**
     <u>Purpose-</u> To provide added visibility and branding at mobile Visitor Centers or Events
   - **(2) Start/Finish Wind Blades**
     <u>Purpose-</u> To help bolster events with proper event amenities.




3) <u>Hard Carrying Case for Ez-Ups</u>
   - **(2) Cases** <u>Purpose</u>- Ez-Ups are well used, expensive, and often borrowed and treated as cargo. Hard Cases will ensure the Ez-Ups are well cared for and will extend their longevity.

4) <u>Weight Bags</u>
   - **(2) Sets of 4** <u>Purpose</u>- To properly secure and hold down Ez-Ups in any location (concrete, grass, gravel, etc.)

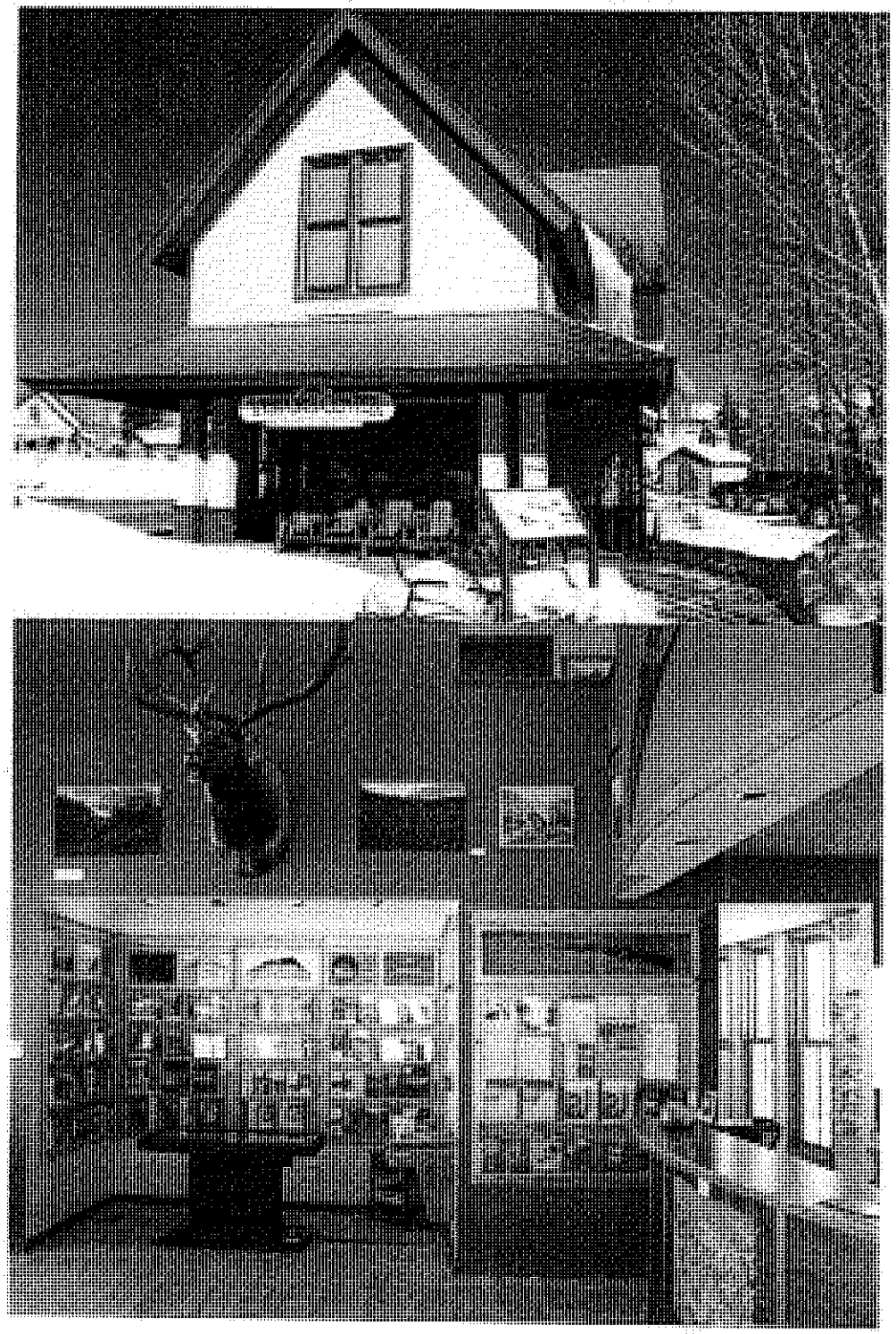
To have professional events we need appropriate event materials to create a lasting experience and further brand the Gunnison Valley, the Chamber, and our incredible event venues. Professional event production will be achieved with current technology (laptop, programming) and the ability to create event marketing materials in house. The Chamber currently contracts out a lot of this work, at a great expense.

# Visitor Centers

The Chamber currently staffs three Visitor Centers in an effort to provide information to a broad spectrum of visitors. In 2014, our Visitor Centers saw over 56,000 visitors. On the Fourth of July alone, we saw at least 12,000 people on Elk Avenue. During some of the peak times, we are unable to adequately staff the Visitor Centers, nor can we operate at hours that adequately serve our guests/visitors.

The Chamber is the first stop on many visitors' agendas. A clean, presentable, and inviting environment is a great means to make a lasting first impression. The Chamber currently operates with sporadic cleaning due to necessary cutbacks in our budget. The Chamber is also responsible for the upkeep of the public bathrooms connected to the Chamber building. This has been the source of very negative user experiences and can be a nuisance to keep up with given our budget.

Snow and winter access is also a negative user experience. The existing staff does a great job of clearing snow, and protecting drip lines and entrances, but the icy and snowy situations are not conducive to a welcoming outreach.

The Chamber would like to employ additional staff for the busier times of the year, stay open for a greater number of hours, and to hire a consistent cleaning service to provide an inviting building. The Chamber also needs help with snow removal to ensure an accessible and visitor friendly entrance.

In an effort to further brand the Chamber and increase visibility, we would like to offer the staff a unique and professional dress shirt with the Chamber logo. Specifically for those 'satellite' Information Centers, the shirts will help guests/visitors recognize the Chamber and the Information Specialists. We can also offer those shirts for sale in the Visitor Centers, to help fund the expense in the future.