AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement; Marble Crystal River Cham

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The 2018 funding agreement for the Marble Crystal River Chamber of Commerce is attached.

Fiscal Impact: $17,000

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, this amount included in 2018 proposed budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 11/30/2017

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

Comments:
NOTE: This is to be signed by the LMD.
Ok. db 12/1/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 12/1/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: Discharge Date: 12/1/2017

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 12/5/2017

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, 2018, 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 their work program attached hereto and incorporated herein by reference as Appendix "A" (2018 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, 2018, 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 2018 Work Program in the amount of Seventeen Thousand and No/100 U.S. Dollars ($17,000.00), 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 2018 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 2018 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 September 2018 to discuss progress with the implementation of the approved 2018 Work Program, and a proposed work plan and funding request for the following year.

The Marble Crystal River Chamber of Commerce also 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, 2018.

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 2018 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: _____
Phil Chamberland, Chairperson

By: _____
Jonathan Houck, Vice Chairperson

By: _____
John Messner, Commissioner

ATTEST:

_____
Deputy County Clerk

MARBLE CRYSTAL RIVER CHAMBER
OF COMMERCE

By: _____
_____, Chairperson

ATTEST:

_____
Secretary

APPENDIX A

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

Work Plan January 2018 – December 2018

Website Maintenance www.mcrchamber ..... **$ 1,000**

Our website is the centerpiece of our marketing and promotion effort. Our new designer is continuing with updates, design changes, and tweaking the analytic aspects of our site. We will continue to update the 'About Us' tab to reflect changes in the rental markets and our local tourism. We provide pages on our site to member businesses, and new members require new pages. Area sales tax increases in each of the last five years reflect the continued growth in tourism, indicating that our efforts are working for both our town and the County.

The site is well optimized, much-visited, and aesthetically pleasing. A short promotional film on Marble is featured prominently on the site and on valleyinsider.com. Event pages promote our Marble events. We are asking for $1,000 to maintain our site.

Illustrated Map and Rack Card Distribution ..... $ 2,000

We have already allocated $5,000 from 2017's budget agreed to local artist Eliza Rogan to produce an illustrated map of Marble which accurately reflects its businesses, attractions, activities and trailheads. We are coordinating map production (and inclusion) with a membership drive, and plan to use elements of the map in print ads that promote both Marble, and area businesses. Our rack card is still relevant and accurate, although we will likely need to update it next year to reflect changes in the business community. This line item is for rack card distribution around Western Colorado, and printing of the illustrated map.

Print and Online Advertising ..... $ 7,000

We plan to continue our online banner ad banner with Colorado.com and again sponsor a Marble Chamber page in Colorado.com's magazine. We have drawn a huge increase in first-time visitors and introduced the town as the singular Colorado destination that it is. An examination of our own site's visitor stats and stats from associated internet marketing organizations shows that this new-media marketing has been an effective cornerstone of our marketing program, and we wish to continue with it, budgeting $5,000 for internet marketing and $2,000 for continued print ads in the *Crystal Valley Echo 2018 Summer and Winter Guides*, and the *Grand Junction Sentinel's* annual *Vacationlands* publication. Apparently this plan is working well!

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. They are hard work, but they build community as we get to partner with locals who have a passion for the events they introduce to our community. Placing our events on statewide event calendars (as well as on our own website) increases Marble's presence and recognition. We have generally scheduled these events during traditionally slow periods in our season and now find that there are no longer any extremely slow periods!

ONGOING – Frisbee Golf Tournaments. Our frisbee golf course, set in the mill-site park among ruins of the historic mill is one-of-a-kind and widely recognized. We will continue to support it.

JUNE INTO JULY Marble/Marble Carving Symposium. This is the great grandma of Marble events, bringing sculptors from around the world to work outside in a pastoral community of artists. Though not called upon to support this institution, the MCRC membership is always involved, and the symposium is unique to our summer community and features in our marketing of Marble.

JULY 4th Ice-Cream Social. The Chamber and The Hub co-produce an old-fashioned ice-cream social, where locals and visitors, children and adults may gather and eat as much ice cream as they want! Who doesn't like ice cream?

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

SEPTEMBER – Lead King Loop and Quarry Climb races. Nearly 300 runners gather at Thompson Park and run in three races to benefit the Marble Charter School. This year's race raised over $15,000 annual for our kids' education.

DECEMBER – Christmas in Marble Celebration. Santa in a firetruck, a holiday movie, seasonal crafts, a gallery tour, Christmas tree lighting, and more, in a snowy mountain setting. This festival raises funds for the Marble Charter School and the Marble Community Church.

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, and we are a member of Colorado's state 'I film Colorado!' program. We ask for $750 to continue these memberships and associations. We plan to consult with representatives of some of these organizations as we define our concerns and solutions resulting from our tourism growth.

Signage and Information ..... $ 3,000

Our information kiosk at the entrance to Marble has to be upgraded. We would also like to add a kiosk at the turn-off from Highway 133 to County Road 3, add signage on the highway there giving the distance to Marble, as well as to Crested Butte, Gunnison and Delta. We will need to coordinate with the State

and the County on this. We also need to maintain the signage we have already placed in town. Safety of visitors is a concern that needs to be addressed now, with informational resources and signage that quells the dangers to the lost, unprepared, and careless tourist.

Marble Hub/Community Center Support and Operations ..... $ 1,000

The Marble Hub is the community center/coffee shop/gift shop and visitor center at the center of town. It is housed in the historic, volunteer-restored Marble Bank Building. Our continued support of The Hub builds community and collaboration among our non-profits, provides visitors with information and phone contact to Marble, and maintains the Hub's historic space. The Hub/Chamber partnership provides a gathering space for meetings, and it is now the reservation office for the Marble Town Campground as well. We continue to support the Hub by collaborating on community events with fundraising potential, and we pledge annual financial support. This year we would like $1000 for continued support and funding of the Hub.

TOTAL 2018 FUNDING REQUEST ..... $ 17,000