AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; LMD & MCRC

Action Requested: Other BOCC / LMD Signature

Parties to the Agreement:

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

Summary:

The MOU with the Marble Crystal River Chamber of Commerce and LMD is attached. The BOCC will need to convene as LMD.

Fiscal Impact: $24,500

Submitted by: Liz Mense **Submitter's Email Address:** EMense@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, there have been sufficient collecitons in the Marble area to support this amount.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/6/2019

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

Comments:
ok db 3/13/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 3/13/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2019

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 3/19/2019

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 _____ day of March, 2019, 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 ("2019 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, 2019, 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 2019 Work Program in the amount of Twenty-Four Thousand, Five Hundred and No/100 U.S. Dollars ($24,500.00), 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 2019 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 2019 Work Program.

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 2019 to discuss progress with the implementation of the approved 2019 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, 2019.

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 2019 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: _____
Jonathan Houck, Chairperson

By: _____
John Messner, Vice Chairperson

By: _____
Roland Mason, Commissioner

ATTEST:

_____
Deputy County Clerk

MARBLE CRYSTAL RIVER CHAMBER
OF COMMERCE

By: Christy Villalobos
_____, Chairperson

ATTEST:
Ann Stop
Secretary

APPENDIX A

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

January 2019 – December 2019 Work Program

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 continue to update the 'About Us' tab to reflect what we have learned about the needs of short-term rental owners and renters in our area. Sales tax revenue increases in each of the last four years indicate 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 our site and on valleyinsider.com. Event pages promote our Marble events. We are asking for $1,000 to maintain our site.

Illustrated Map Printing (w/Guest Safety Card) and Rack Card Printing ..... $ 2,000

We have produced a whimsical (but accurate) illustrated map of Marble and its businesses, featuring MCRC members, and distributed locally. The map, drawn by local artist Eliza Rogen, has been amazingly popular and is already ready for its third printing. We plan to repurpose the map, and/or elements of it in print ads that promote both Marble as a singular entity, and Marble's businesses. Our rack card is still relevant, design elements are featured prominently in our print and online ads, and it is time for another print run.

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

We plan to continue our online banner ad with Colorado.com and 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. We wish to continue with it, and plan to budge $5,000 for internet marketing and $2,000 for continued print ads in the *Crystal Valley Echo 2017 Summer and Winter Guides*, and the *Grand Junction Sentinel's* annual *Vacationlands* publication. Apparently, this hybrid marketing plan is working well!

Event Funding ..... $ 4,000

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. In addition, we get to work 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 schedule these events during traditionally slow periods in our season, but these slow periods no longer exist.

***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 independent institution, the MCRC membership is always involved, and the symposium is unique to our summer community and features in our marketing of Marble. This year we wish to sponsor a Scholarship for a lucky attendee. *($1200)*

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 gather and eat as much ice cream as they want. A tie-dye booth and games are included. Who doesn't like ice cream?

AUGUST – Marble Fest. A low-key, free, primarily acoustic and bluegrass music festival held this past year on the third weekend of August. This year was the most successful one yet, and the newly featured 'Kids' Corner Stage' is something the Chamber wishes to continue sponsoring, in addition to our traditional support of the event. ($500)

SEPTEMBER* – *Lead King Loop and Quarry Climb *races. Nearly 300* runners gather at Thompson Park and run in two races to benefit the Marble Charter School, an event which raised over $17,000 last month for our kids' education. ($500)

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

ONGOING – Educational Walks, (Organized through the Hub.) A series of history and nature walks led by local volunteers, by appointment and on regular Saturdays as announced.

Memberships with Chambers and Associations ..... $ 1,500

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, and the West Elk Loop Byways Committee. We are still a member of Colorado's State 'I film Colorado!' program. We wish to add the Carbondale Chamber to our roster of organizational associations.

Visitor Awareness Film ..... $ 3,000

We would like to produce an informational film for our Marble Crystal River Chamber website, which we would share with the Town of Marble website and

others. The film would highlight, in an entertaining way, what changes are occurring in Marble (new parking plan, ATV rules, etc.) trail etiquette (for hikers and drivers) specifics of what a fire ban means, the noise ordinance, and outline the services offered by our members.

Signage and Infrastructure..... $ 5,000

As tourism has blown up in Marble, our Chamber mission has become more complicated as we perceive a responsibility to keep our visitors safe and informed. Our information kiosk at the entrance to Marble needs maintenance and upgrade, and we wish to add a more comprehensive information kiosk at the turn-off from Highway 133 to County Road 3. Other signage has been planned for the top of Daniels Hill, at the 133 turn-off, and at the fire station. Last year we pledged and donated $2,000 to the Town of Marble to assist in signage and website development for a permitted parking plan for visitors trailering ATVS. We would like to make a similar donation this year, as well as a financially supportive recognition of the Marble Volunteer Fire Department for some equipment upgrades.

Marble Hub Support and Operations..... $ 1,000

The Marble Hub is a community center/coffee shop/gift shop, an outdoor farmer's market, and a visitor center at the center of town. It is housed in the historic, volunteer-restored Marble Bank Building. The Hub provides visitors with information and phone and internet contact with the outside world. (Marble is still a cell-free zone!) Our continued support of The Hub builds community and collaboration among our volunteers, and helps to maintain the Hub's historic space. The Hub/Chamber collaboration provides a visitor phone contact to Marble, an information center, and a space to meet, plan, and dream up new fun events, fundraising, and marketing promotions. We pledge annual financial support to The Hub.

TOTAL 2019 FUNDING REQUEST..... $ 24,500