AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: LMD; 2020 Marble Chamber Contract

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Please see the attached.

Fiscal Impact: $28,200

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, the receipts from area anticipated to be enough to support this amount for 2020. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/11/2019

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

Comments:
ok db 12/12/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 12/12/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/12/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 1/7/2020

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 January, 2020, 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 ("2020 Work Plan").

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, 2020, 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 2020 Work Plan in the amount of Twenty-Eight Thousand, Two Hundred and No/100 U.S. Dollars ($28,200.00), 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 2020 Work Plan 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 2020 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 2020 to discuss progress with the implementation of the approved 2020 Work Plan, 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, 2020.

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 2020 Work Plan.

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: _____
_____, Chairperson

ATTEST:

_____
Secretary

EXHIBIT A

Marble Crystal River Chamber - 2020 Work Plan and Budget Request

620 W. Park Street, Marble, CO 81623 www.mcrchamber.org (970) 963-7300

WEBSITE MAINTENANCE AND OVERHAUL www.mcrchamber . . . . . .**$ 2,500**

Our website is the centerpiece of our marketing and promotion effort. Our designer left town and we are hiring a new one to continue with updates and design changes. However, we need someone to grow with us, to tweak the analytic aspects of our site and do a complete overhaul that reflects the changes in our mission. We continue to update the 'About Us' tab to reflect 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 short promotional film featured on the site will soon be joined by our 'Marble Manners' film and a new promotional film shot in fall 2019. Event pages promote our Marble events. We are asking for $2,500 to maintain, optimize, and overhaul our site.

PROMOTIONAL PRINTING . . . . . .$ 4,000

Though we are trying to downsize our hard-printing needs in favor of internet advertising, we still need to keep up with print-runs associated with promotional items such as our illustrated map (w/ 'Marble Manners' backside) rack card printing and calendars.

INTERNET AND PRINT MARKETING . . . . . $ 8,000

We attribute a huge increase in first-time visitors here to an greater online presence in both private 'sharing' of visitors' experiences with their friends online, and to our online ads with Colorado.com. We wish to continue this program, as well as our MCRC page in Colorado.com's print magazine. We are budgeting $5,000 for our internet marketing plan with Colorado.com and $3,000 for continued print ads in the *Crystal Valley Echo 2020 Summer and Winter Guides*, and additional print ads in regional publications promoting Marble's winter splendor. This hybrid marketing plan is working well.

EVENT FUNDING ..... $ 7,900

We wish to continue supporting and promoting the following Marble events, which showcase our community spirit and creativity through the passion locals exhibit for the events they introduce to our community. We place our events on statewide and regional event calendars (as well as on our own website,) increasing Marble's recognition. These events replaced what had been slow periods in our summer season—which no longer exist.

MARBLE/MARBLE CARVING SYMPOSIUM SCHOLARSHIP

You have heard of this event, which brings sculptors from around the world to Marble. As the symposium is unique to our summer community and a there is local passion for it, we wish to continue our sponsorship of an annual scholarship. **($1200)**

MARBLE FEST Americana/Acoustic/Bluegrass Music Festival

Marble Fest continues to grow and the audience reflects our support for arts-minded visitors to Marble, over recreational vehicle enthusiasts. In the past we gave $2,000 to the event, sponsoring bands, porta-potties, and the 'Kids' Korner' stage. As the Town of Marble government is no longer funding Marble Fest in any way, we wish to fill in the vacuum with increased support. We are asking: **($3,000)**

LEAD KING LOOP RACES Marble Charter School Fundraiser

300 runners gather at Thompson Park and run in two races to benefit the Marble Charter School, an event which raises nearly $20,000 annually for our local kids' education. **($ 500)**

HUB-SPONSORED EDUCATIONAL WALKS

A series of history and nature walks led by local volunteers, by appointment and on regular Saturdays as announced. Last year, the Chamber paid for the calendar printing and mailingand we wish to do so again. **($1,600)**

MARBLE ARTS GUILD SUMMER OF ART SERIES.

On the second Saturdays of the summer months, the Marble Arts Guild, in association with the Hub, stages a series of art demonstrations, participatory events and promotions of our local artists and visitors. This event has been a success without much support from the Chamber as a group (although our members have been very involved), but we wish to step up our support and involvement. **($1,000)**

Christmas in Marble Celebration

In association with the Marble Community Chrurch, the Marble Charter School, and the Marble Hub, we stage a winter holiday celebration that includes a variety of winter activities such as: sledding, Santa's firetruck rides, seasonal crafts, lighted trees around town, a gallery tour, Christmas Tree and Hub building lighting, and more — usually in a snowy, mountain setting **($ 600)**

MEMBERSHIPS WITH CHAMBERS AND ASSOCIATIONS . . . . . $ 500

We are connected to regional chambers and state and national tourism associations through 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 add chambers and associations to our roster every year.

LEAD KING LOOP PRESERVATION STEERING COMMITTEE $1,000

This year we would like to support the Lead King Loop Preservation Steering Committee with $1,000 for use in connecting stakeholders and gathering data through the Committee's engagement of a Western Colorado University grad student in Wilderness Management. We wish to support this important custodial and educational effort on behalf of our visitors and our natural resources.

VISITOR AWARENESS FILM . . . . . $ 1,500

We produced footage for an informational film which highlights, in a beautiful and entertaining way, the 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 other concerns and developments in our valley. This included stunning aerial drone shots, an kids' art contest in the Marble Charter School based on our 'Marble Manners' guide, which will provide semi-animated introductions to each of our scenes, and a 13-year-old narrator and friendly, informative guide to everything Marble-centric. We are in post-production on this film, and also plan to produce a short Marble promotional film exploiting the beautiful B-roll shots we got or Marble and the Upper Crystal Valley, for which we are asking additional funds this year.

VISITOR CENTER DEVELOPMENT . . . . . $ 400

We wish to participate in developing the Marble General Store building as a new visitor and public information center. The site, at the entrance to town and adjacent to both the Fire Department and the Marble Campground is ideal. We will apply membership funds to any infrastructure support we provide to this project, but would like $400 for community outreach expenses associated with this project.

MARBLE HUB SUPPORT AND OPERATIONS $2,400

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, housed in the historic, volunteer-restored Marble Bank Building. The Hub takes reservations for the Marble Campground, and provides visitors with local information, as well as 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 2020 FUNDING REQUEST . . . . . $ 28,200