SAN MIGUEL COUNTY LODGING TAX PANEL

SAN MIGUEL COUNTY LODGING TAX PANEL
THURSDAY, NOVEMBER 9, 2023 – 1:00 PM

1. **REGULAR MEETING**
   1:00 p.m. - Via Zoom Meeting ID: 817 9644 2687 Passcode 373492 or in person or in person at 333 West Colorado Ave, 2nd Floor, Telluride

2. **Call to Order.**

3. **Review of Agenda**

4. **Approval of Minutes.**

   a. Approval of Minutes: May 23, 2023./MOTION
   5 mins Presented By: Carmen Warfield, Chief Deputy Clerk
   Recommended Motion: To approve as presented.
   20230523-LTP-Minutes-Draft.pdf

5. **Review of the Current Lodging Tax Reports, if available.**

6. **Update with the Norwood Chamber.**

   a. Consideration of reappointing Gretchen Wells to the Lodging Tax Committee./MOTION
   5 mins Presented By: Carmen Warfield, Chief Deputy Clerk
   Recommended Motion:
   If approved by the Lodging Tax Panel this will go to the Board of County Commissioners for the final appointment.

   b. Review of the current Norwood Chamber of Commerce of Wrights Mesa - Events.
   10 mins Presented By: Bernice White, Norwood Chamber
   Norwood Chamber of Commerce Meeting and Minutes.pdf

7. **Update with the Telluride Tourism Board**

8. **Other Business**
   Consideration of the next meeting date.
   Other, as needed.

   a. 1. Consideration of final approval of the 2024 San Miguel County - Lodging Tax Panel Tourism Promotion agreements for the R-1 School District and the R-2j School District./MOTION

   2. Consideration of Chair's signature on the 2024 Tourism Promotion Agreements./MOTION
   2023 TTB Agreement Lodging Tax.Draft.docx
   NCC 2024 agreement.docx
   2024 LTP - TTB -Redline agreement.pdf

9. 2:00 pm Adjournment.

AGENDA ITEM 4.a

TITLE:
Approval of Minutes: May 23, 2023./MOTION

Presented by: Carmen Warfield, Chief Deputy Clerk
Time needed: 5 mins

PREPARED BY:
Carmen Warfield, Board of County Commissioners

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:
20230523-LTP-Minutes-Draft.pdf

Description:

SAN MIGUEL COUNTY SAN MIGUEL COUNTY LODGING TAX PANEL
MINUTES
Tuesday, May 23, 2023
Zoom.us

1) REGULAR MEETING 1:00 p.m. - Via Zoom Meeting ID: 817 9644 2687 Passcode: 373492; or in person at 333 West Colorado Ave, 2nd Floor, Telluride CO

Present:
Gretchen Wells, Chair
Alex Barry, Vice Chair
John Duncan, Panel Member

Others Present:
Lance Waring, San Miguel County Commissioner
Carrie Andrew, Norwood Chamber and Director of the Norwood Library
Kiera Skinner, Telluride Tourism Board
Mike Bordogna, County Manager
Carmen Warfield, Clerk to the Board

2) Call to Order.

1:03 p.m.

3) Review of Agenda

4) Approval of Minutes.

4.a) Approval of Minutes: March 7, 2023.

(ATTACHMENT - 20230307-LTP-Minutes-Draft.pdf)

MOTION by Alex Barry to approve the minutes from March 7, 2023. **SECONDED** by John Duncan. **PASSED 3-0.**

7.a) Review of the current Lodging Tax Reports./MOTION

(ATTACHMENT - San Miguel County Mail - Lodging Tax Reports.pdf)

(ATTACHMENT - 2023 Lodging tax thru Q1 (v05.19.23).pdf)

(ATTACHMENT - 2022 Lodging tax thru Q4 (V05.19.23).pdf)

(ATTACHMENT - Town of Telluride thru Q4 (V05.19.23).pdf)

Presented by: Ramona Rummel, Finance Director

Note: Telluride R1 School District - Direction with the current remittance goes directly to MTI for 2022.

6) Update with Telluride Tourism

Presented by: Kiera Skinner, Executive Director of Telluride Tourism Board

1:47 p.m. Kiera Skinner left the meeting.
2:00 p.m. John Arnold left the meeting.

5) Update with the Norwood Chamber.

Presented by: Carrie Andrew, Norwood Chamber

7) Other Business

The next meeting is scheduled for November 9, 2023, 1 pm - 2 pm.

8) Adjournment.

MOTION by Alex Barry to adjourn the meeting. **SECONDED** by Gretchen Wells. **PASSED 2-0.**

2:15 p.m. Adjourned.

Respectfully submitted,

Approved ______________________________

SAN MIGUEL COUNTY LODGING TAX PANEL

____

ATTEST:

____

AGENDA ITEM 6.a

TITLE:
Consideration of reappointing Gretchen Wells to the Lodging Tax Committee./MOTION

Presented by: Carmen Warfield, Chief Deputy Clerk
Time needed: 5 mins

PREPARED BY:
Carmen Warfield, Board of County Commissioners

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description: If appointed, this would be a three-year term.

AGENDA ITEM 6.b

TITLE:
Review of the current Norwood Chamber of Commerce of Wrights Mesa - Events.

Presented by: Bernice White, Norwood Chamber
Time needed: 10 mins

PREPARED BY:
Carmen Warfield, Board of County Commissioners

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:
Norwood Chamber of Commerce Meeting and Minutes.pdf

Description:

Norwood Chamber of Commerce of Wrights Mesa

5:30 pm October 10, 2023 at the Lone Cone Library

Call the meeting to order: 5:30 PM on 9/13/23

5:30-5:31PM: Approve Agenda

5:31-5:34PM: Approve Minutes

5:34-5:45PM: Financial Report: Madison DiPaola will give report

5:45-6:00PM: Guests: Makayla (speaking to members about roles/expectations of board)

6:00-6:15PM: Old Business: Vote on nominees for Member at Large and Vice President. (members at large nominees Kerry & Chris Bentler) VP nomination: Becky Hannigan.

Rylie Souther sign: What do we want the sign to say? Do we want a slogan? What kind of design do we want?

Murder Mystery, when will new date be?

Noel Night (what is the criteria to win Community/Business Star. Noel Night (what prizes are we getting) Gun?

6:15-6:20PM: Committee Reports: Marketing Committee Updates (Join Marketing forces with MV & Telluride)

Bylaws- Start working on updating

6:20-6:30PM: New Business: BID out for the website. BID out for newspaper articles. Noel night Judges.

Adjournment: 6:30 PM

Date for Next Meeting: 11/14/23 at 5:30 pm Norwood Public Library

Our Committees:

Parade Committee (help plan): Bernice, Madison, Brian, Jamie and Becky

Day of Parade Committee: Bernice, Carrie (announcer), Becky, and Chase

Social Media/Digital Media: Chase, Jamie, and Becky

Fundraising Committee: Jamie, Sonya, Bernice, Becky and (Chase alternate)

New/Current Member Committee: Becky, Bernice, and (Chase alternate)

Minutes, Tuesday, September 13, 2023, 5:30 p.m., Norwood Public Library

Norwood Chamber of Commerce of Wrights Mesa

Meeting called to order: N/A

Attendance: President: Bernice White, Treasure: Madison DiPaola, Secretary: Brian DiPaola, Becky Hannigan, Chase Dyer.

Minutes of last meeting: N/A (Was not approved)

Committee Reports:

Treasure Report: N/A (Did not cover)

Marketing/Social Media Update: Business directory is up and going and we are now able to see most of the uploaded businesses. We can use this running contact list now to reach out to active members. Helps send out newsletters, updates, agenda, minute, ext. We are now working on getting the agenda along with meeting minutes uploaded online to website. The Chamber will also utilize Google Docs to get meeting minutes sent out to the board and active members. Minutes will now be able to go out to members as we do have that active contact list. We would like to make sure this list is fully up to date by possibly sending out a newsletter and or update letter to all members. Might send out a letter to everyone PO Box even if they are not a member to see if they like to become one. Letter will go over basics like please update your info for us. If you are not a part of the chamber this could be a chance to become a member. We would also like to use Facebook to connect more with members. We can use that platform to ask if everyone can help update their contact info.

Pioneer Day: Chambers role and tasks to complete for Pioneer Day are as followed.

1. We are the helpers/setup crew for the parade
2. Responsible for selecting the Judges (5 Judges)
3. Town has the Criteria for our Judges to do their duties
4. Chamber buys the awards (going to be more of a plaque this year)

Study Club has the responsibility to clean the stage and have it ready for Saturday 9/30. The Chamber does need to have someone help with setting up steps. The steps help King & Queen exit the stage. Chase Volunteered to help with this. Please be there around 11 AM to help. Study club will hand out the awards. Amanda at the Norwood town hall has the criteria for our Judges. The flowers bought on this day come from Study Club.

Beatification Project (Ongoing): Bernice spoke with Rylie Souther about potential building the Chamber new flower planters. Rylie is not in town right now to make them, however asked if he could make them this winter. We will reach out to Rylie again to lock in dates for the wintertime when he came make them. We would like for the Chamber to purchase all the flowers to go into the planters. The Chamber would then get sponsors to help pay for the planters. This way a sponsor could have their own personal planter. However, it is filled and maintained by the chamber. The Chamber wanted to reach out to The Town of Norwood to see if they could help water the planters during the peak seasons. Rylie does need to know the following to work on the project: What do we want the sign to say? Do we want a slogan? What kind of design do we want?

Noel Night: We would like to start organizing for the event. Chase mentioned how ace now sells these fairy lights that are solar. We like to work with ace as well to get prices/award for the night. What we need to focus on:

1. What will the prices be?

2. Do we want to look into getting a gun for raffle/giveaway

Business & Community Star: Please bring ideas for next meeting as to what criteria is needed to win this prize. Each person to come up with ideas on how to nominate anyone. Have specific criteria for both the Community and Business star. Each will require own rules/regulations to win. We would like to put this into the newspaper as well and Facebook to get as many nominations as possible.

New Town of Norwood Sign: We would like to investigate what it will take to purchase a new sign that welcomes people to town. Possibly come up with a new slogan and or design that will update the town sign. Like to investigate putting another planter of flowers out by the sign. Possibly see if the town can help water the planter if we do have one out by the sign. We can purchase mulch from Ace to fill planters. Madison made a motion to purchase mulch from ace to help fill our planters. Spend $100 from ace in mulch, Chase seconded and all in favor.

Murder Mystery: Reach out to local restaurants and liquor stores to see how much they can help. Potentially ask each restaurant for 4 appetizers and buy liquor from both Local Liquor in Norwood and Walk-in Liquor in Naturita. Reach out to all local venders as well not just traditional restaurants in town. We could use a company names event bright to help purchase tickets. After the mystery it would lead into a fundraiser that entire town can join in on. Food and drink before and after the event. It will be a cash entry as well too with door/raffle prices to win. We would like to see what most popular food and drink is. We will ask each business what their best sellers is. To help promote we will run ads in the paper/social media. Madison made a motion to run an ad in the Daily Planet and Telluride Form for 7 weeks, Chase seconded and all in favor. We need help booking the tickets. Madison motioned to investigate using Event Bright for ticket sales. Chase seconded and all in favor. To get prices and awards we like to look local. Madison motioned to get prices from Chase to see what we can purchase for the event. Purchase to not exceed $1,000 in prizes. Chase seconded and all in favor. Chase then motioned to find prices within our local restaurants to see how much they will charge. Madison seconded and all in favor. To help we might need a raffle license. To do this Chase motioned that we allow Madison to search for prices when it comes to a raffle license, Brian seconded and all in favor.

Freelance Writers (Blog, Tourism, Newspaper articles): The Chamber is ready to locate a new columnist/journalist to help. We like to find someone who can focus on writing articles that can help promote local events and promote tourism. Chase said she would reach out to Ilene Smith, who loves to write, to see if she can be a freelance for us. We the chamber will set expectations as to what we need to have written to help promote business. Her focus would be on bringing tourism into Norwood by writing a blog. We then would like to hire Jamie's mom to write our business of the week column. Along with highlighting events that are taking place in town.

Next Meeting: Rylie Souther sign: What do we want the sign to say? Do we want a slogan? What kind of design do we want?

Nominations for Vice-President

Murder Mystery

Noel Night (what is the criteria to win Community/Business Star

Meeting Adjourned at 7:56: Bernice motioned to end meeting at 7:56 PM and Madison Seconded, all in favor.

AGENDA ITEM 8.a

TITLE:
1. Consideration of final approval of the 2024 San Miguel County - Lodging Tax Panel Tourism Promotion agreements for the R-1 School District and the R-2j School District./MOTION

2. Consideration of Chair's signature on the 2024 Tourism Promotion Agreements./MOTION

Presented by:
Time needed:

PREPARED BY:
Carmen Warfield, Board of County Commissioners

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:
2023 TTB Agreement Lodging Tax.Draft.docx
NCC 2024 agreement.docx
2024 LTP - TTB -Redline agreement.pdf

Description: The Lodging Tax Panel Tourism Promotion agreements that are attached may be slightly changed by either organization to better suit their timelines, etc. Both entities are in the process of reviewing the newest agreements. The final copy of both agreements will be available at the meeting for final approval for the 2024 agreements.

**2024 AGREEMENT BETWEEN THE
SAN MIGUEL COUNTY LODGING TAX PANEL AND
THE TELLURIDE TOURISM BOARD (TTB) FOR THE PURPOSE OF
TOURISM PROMOTION WITHIN THE TELLURIDE R-1 SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into this _______ day of _______, 2023 by and between the the SAN MIGUEL COUNTY LODGING TAX PANEL, hereinafter referred to as the "Panel," and the TELLURIDE TOURISM BOARD, at P.O. Box 1009, Colorado 81435, hereinafter referred to as "TTB."

WHEREAS, TTB is an established and proven consolidated marketing management entity for advertising and promotion of tourism; and

WHEREAS, San Miguel County, Colorado ("County") imposes and collects a lodging tax within the unincorporated county pursuant to C.R.S. § 30-11-107.5, with such tax revenues being specifically credited to the County Lodging Tax Tourism Fund ("Fund") and designated for the purpose of advertising and marketing tourism within the area of the county the tax is collected; and

WHEREAS, the Panel was created and appointed by the San Miguel County Board of Commissioners ("BOCC") pursuant to C.R.S. § 30-11-107.5(4)(b) to administer the Fund. The Panel is encouragedto use an established and proven marketing entity such as TTB to assist them in its statutory duties; and

WHEREAS, TTB is willing to assist the Panel with administering the Fund and advertise and market tourism within the Telluride R-1 School District.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein contained, the Parties agree:

1. Annual Submission of Goals and Objectives and Annual Budgetary Request

    a) TellurideTourism Board shall submit to the San Miguel County Lodging Tax Panel an enumeration of its goals and objectives for the forthcoming fiscal year, together with a proposed annual budget request pertaining to the potential distribution to and expenditure by TTB of revenues derived from County lodging taxes collected within the Telluride R-1 School District. For the purposes of this Agreement, the fiscal year for the County funding purposes shall be considered co-extensive with the budget year for TTB, commencing January 1 of each year in which such agreement is in effect and terminating on December 31 of the same year.

    b) The itemization of goals and objectives shall be sufficiently specific and in alignment with the statutorily allowed uses of the Fund to justify the expenditure requested as reflected in the budgetary requests submitted by TTB to the Panel on an annual basis. The Panel shall review and consider said budgetary request and shall make a recommendation to the BOCC.

    c) TTB shall submit the proposed goals and objectives and annual budget to the Panel no later than **October 31st** of the year preceding the year for which funds are requested.

d) After receipt of the budgetary request and the itemization goals and objectives, the Panel shall recommend to the BOCC, approval or disapproval, in whole or in part the budgetary request for funding no later than **November 30** of the year preceding the year for which the funds are requested. In the event that the Panel shall fail to take any action on a recommendation, then the annual funding disbursement shall be deemed approved by the Panel and this annual submission forwarded to the BOCC for review and approval.

2. Annual Review and Analysis of Prior Year's Operations

At the time it submits its annual statement of goals and objectives and budgetary request, TTB shall submit to the Panel a report of its activities and accomplishments during the previous twelve-month period prior to submission detailing specifically how the revenue received from the Lodging Tax Fund were expended.

In the event that the Panel finds TTB programs funded by the Fund to not be in alignment with the statutory restrictions, the marketing goals of the program or any other breach or default of any Agreement terms herein, that finding shall be made in the form of a Resolution, which shall be reviewed for adoption, modification, or rejection by the BOCC. The Panel, before adopting such a finding, shall give prior written notice to TTB who may respond to any findings of the Panel. After the Panel's adoption of such findings, TTB shall be given a reasonable opportunity to cure their default. The BOCC, at their option or at TTB's option, may review the Panel's findings after prior notice to the Panel. After TTB's opportunity to appear and comment, in the absence of a cure of default and appropriate action by TTB, this Agreement shall be terminated per Paragraph 6 below.

3. Appropriation of Funds

Time is of the essence in TTB’s performance of its obligations under this Agreement. The County’s expenditure of any funds under this Agreement beyond the current County fiscal year (January 1 – December 31) shall be expressly subject to and contingent upon the County’s budgeting and appropriating funds for such purposes according to the Colorado Local Government Budget Law and C.R.S. § 29-1-110. Should such funds not be budgeted and appropriated for the County’s obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide TTB with prior written notice of such termination. Such cancellation shall not impose any penalty against the County in the event of a failure to appropriate sufficient funds.

4. Payments of Lodging Tax Revenues

Payments of lodging tax revenues to TTB pursuant to the terms of this Agreement shall be paid on a quarterly basis and each payment shall be equal to the amount distributed to the County Finance Office from the Colorado Department of Revenue derived from lodging tax receipts generated within the boundaries of the Telluride R1 School District. Adjustments to prior quarter revenue are routinely received from the State and this revenue will be disbursed and reported on by the San Miguel County Finance Department in a timely manner upon receipt.

In the event that the lodging tax revenue collected and disbursed by the County exceeds or is less than that amount budgeted by TTB, then TTB shall revise and submit an updated current year budget to the Panel at a year-end meeting.

The lodging tax revenue in the County budget is based on reasonable revenue projections calculated by the County Finance Office and based on prior year disbursements from the Colorado Department of Revenue.

It is anticipated that the County shall receive quarterly dispersals from the Department of Revenue on or about the following dates:

First Quarter	May 20th
Second Quarter	August 20th
Third Quarter	November 20th
Fourth Quarter	February 20th

5. Annual Review and Renewal of Agreement

The term of this Agreement shall be from March 7, 2023 through December 31, 2023, but shall renew automatically in the event that the County Lodging Tax Panel or the Board of County Commissioners do not have scheduled meetings at a time that coincides with the review and approvals reflected herein until such time as this review takes place.

If this agreement is not renewed by formal action of all Parties on or before **April 1, 2024** or if the Agreement is not renewed by virtue of TTB's failure to submit any of its reports or statement of goals and objectives and budgetary requests within the time allowed, the Panel and the County shall thereafter be relieved of any further obligations, financial or otherwise under this Agreement, with respect to the balance of that or ensuing fiscal year. Any reports or audits due from TTB for periods already funded shall still be due.

6. Termination

In the event that the Panel or Board of County Commissioners finds, after notice to TTB, that a default remains uncured for a period of thirty (30) days, including a lack of progress, this Agreement shall terminate. Upon their receipt of Default Notice towards goals and objectives, TTB shall immediately return all unencumbered funds received under this Agreement to the County. All funds received by TTB under this Agreement remain the sole property of the County until disbursed by TTB.

7. Notice

Notice under this Agreement shall be given in writing and shall be deemed received if given by: (a) confirmed electronic transmission (as defined below) when transmitted, if transmitted on a business day and during the normal business hours of the recipient, and otherwise on the next business day following transmission; (b) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (c) overnight carrier service or personal delivery when received. Notice shall be given to the parties at the following addresses:

Lodging Tax Panel Representative: Telluride Tourism Board Representative:

Name:		**Name:**	
Title:		Title:	
Mailing Address:		Mailing Address:	
Physical Address (if different)		Physical Address: (if different)	
Phone:		Phone:	
Email: ----		Email:	

Copy to: San Miguel County Attorney
PO Box 1170 (mailing)
333 W. Colorado Ave. (physical)
Telluride, CO 81435
970-728-3879
attorney@sanmiguelcountyco.gov

8. Colorado Open Records Act

The parties acknowledge that San Miguel County is a governmental entity formed according to Colorado law, and as such, is subject to the Colorado Open Records Act, C.R.S. § 24-72-200 *et seq*. ("CORA"). In the event the County receives a request under CORA that would require the production of records related to Contractor, the County will inform Contractor of such a request and provide Contractor with a copy of any such written request. Contractor shall promptly notify the County if: (a) production of the requested record would disclose Contractor's trade secrets, privileged information, and/or confidential commercial or financial data pursuant to C.R.S. § 24-72-204(3)a(IV) or; (b) Contractor desires to pursue a legal action to prevent disclosure of such documents. The County shall determine whether to deny the request. If the County's denial of a request is challenged, the County will notify Contractor of such a challenge and provide the Company with a written copy of any such challenge. Contractor shall indemnify and hold the County harmless from any claim or judgment as well as any costs and attorney's fees incurred in denying such request or otherwise assisting Contractor in response to a denial and/or legal challenge to the denial.

9. Binding Effect

This Agreement constitutes the entire understanding and agreement between the Parties hereto and shall be binding upon the respective Parties. This Agreement is in the form of services to be rendered for the benefit of the citizens of Telluride and San Miguel County, and accordingly, the duties under this Agreement or the right to receive revenues and obligation to accomplish specified goals and objectives neither shall be delegated nor assigned by TTB without the express written recommendation of the County Lodging Tax Panel and the prior express written consent of the Board of County Commissioners having first been obtained. TTB's annual budget shall be considered a part of this Agreement. The budget's proposed expenditures of funds received under this Agreement shall not be changed without the express prior written approval of both the Panel and the County.

10. Compliance with Applicable Laws

At all times during the performance of this Agreement, the Lodging Tax Panel and TTB shall strictly adhere to all applicable Federal, State, and Local laws, orders, standards, regulations, interpretations, or guidelines issued pursuant thereto.

11. Warranty

TTB represents that the services it provides under this Agreement will be performed in accordance with industry standards in all material respects.

12. Indemnification and Governmental Immunity

TTB shall indemnify, save, hold harmless, and defend San Miguel County, Colorado, the Lodging Tax Panel, and all their officials and employees from any and all liability, claims, demands, actions, debts, and attorney fees arising out of, claimed on account of, or in any manner predicated upon loss or damage to the property of, injuries to, or death of all persons whatsoever which may occur or be sustained in connection with the performance of this Agreement, or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation.

The Panel and County do not intend to waive, by any provision of this Agreement, any rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §2 4-10-101, *et seq*, as currently in effect and as it may be subsequently amended. This immunity continues beyond the termination of this Agreement for the acts or omissions which occurred during the Agreement Term.

13. Miscellaneous

a. Assignability. Contractor shall not assign its rights or delegate its obligations under this Agreement without the County's prior written consent.

b. Severability. Should a court of competent jurisdiction determine that any provision or term of this Agreement be legally void or otherwise legally unenforceable, such provision or term shall be deemed severable from the remainder of this Agreement, which shall remain in full force and effect.

c. Officials Not to Benefit. No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

d. Conflict of Interest. Contractor shall not knowingly perform any act that would conflict in any manner with the performance of services under this Agreement. Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of services.

e. Records Retention. Contractor shall maintain all records, including working papers, notes, and financial records, and make them available for County inspection and audit which they may require for any purpose authorized by law.

f. Entire Agreement. This Agreement, together with any attached exhibits, represents the complete, integrated, and merged understanding of the parties with regard to the subject matter of this Agreement, and any prior or contemporaneous provision, term, condition, promise, representation, or understanding, shall be of no legal force or effect unless embodied herein in writing, or in a written amendment to this Agreement mutually agreed to and executed by the parties. A party's waiver of a specific right set forth herein shall not be deemed to be a waiver by that party of any other of its rights contained in this Agreement. In the event of a conflict between an Exhibit to this Agreement and the body of this Agreement, the Agreement will govern the resolution of the conflict.

g. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for the execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 et seq.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TELLURIDE TOURISM BOARD

____
President

SAN MIGUEL COUNTY LODGING TAX PANEL

____
Chair

ATTEST:

____
Carmen Warfield, Lodging Tax Panel Secretary

2024 AGREEMENT BETWEEN THE
SAN MIGUEL COUNTY LODGING TAX PANEL AND
THE NORWOOD CHAMBER OF COMMERCE OF WRIGHT'S
MESA (NCC) FOR THE PURPOSE OF
TOURISM PROMOTION WITHIN THE NORWOOD R-2j SCHOOL DISTRICT

THIS AGREEMENT is made and entered into this _____ day of _______ 2024 by and between the SAN MIGUEL COUNTY LODGING TAX PANEL, hereinafter referred to as the "Panel," and the NORWOOD CHAMBER OF COMMERCE OF WRIGHT'S MESA (NCC), at P.O. Box 116, Norwood, Colorado 81423, hereinafter referred to as "NCC."

WHEREAS, NCC is an established and proven entity for advertising and promotion of tourism and

WHEREAS, San Miguel County, Colorado ("County") imposes and collects a lodging tax within the unincorporated county pursuant to C.R.S. § 30-11-107.5, with such tax revenues being specifically credited to the County Lodging Tax Tourism Fund ("Fund") and designated for the purpose of advertising and marketing tourism within the area of the county the tax is collected; and

WHEREAS, the Panel was created and appointed by the San Miguel County Board of Commissioners ("BOCC") pursuant to C.R.S. § 30-11-107.5(4)(b) to administer the Fund. The Panel is encouraged to use an established and proven marketing entity such as NCC to assist them in its statutory duties; and

WHEREAS, NCC is willing to assist the Panel with administering the Fund and advertising and marketing tourism within the Norwood R-2j School District.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein contained, the Parties agree:

1. <u>Annual Submission of Goals and Objectives and Annual Budgetary Request</u>

    a) NCC shall submit to the San Miguel County Lodging Tax Panel an enumeration of its goals and objectives for the forthcoming fiscal year, together with a proposed annual budget request pertaining to the potential distribution to and expenditure by NCC of revenues derived from County lodging taxes collected within the Norwood R-2j School District. For the purposes of this Agreement, the fiscal year for the County funding purposes shall be considered co-extensive with the budget year for NCC, commencing January 1 of each year in which such agreement is in effect and terminating on December 31 of the same year.

    b) The itemization of goals and objectives shall be sufficiently specific and in alignment with the statutorily allowed uses of the Fund to justify the expenditure requested as reflected in the budgetary requests submitted by

NCC to the Panel on an annual basis. The Panel shall review and consider said budgetary request and shall make a recommendation to the BOCC.

c) NCC shall submit the proposed goals and objectives and annual budget to the Panel no later than **October 31st** of the year preceding the year for which funds are requested.

d) After receipt of the budgetary request and the itemization goals and objectives, the Panel shall recommend to the BOCC, approval or disapproval, in whole or in part, the budgetary request for funding no later than **November 30** of the year preceding the year for which the funds are requested. In the event that the Panel shall fail to take any action on a recommendation, then the annual funding disbursement shall be deemed approved by the Panel and this annual submission will be forwarded to the BOCC for review and approval.

2. Annual Review and Analysis of Prior Year's Operations

At the time it submits its annual statement of goals and objectives and budgetary request, NCC shall submit to the Panel a report of its activities and accomplishments during the previous twelve-month period prior to submission detailing specifically how the revenue received from the Lodging Tax Fund were expended.

In the event that the Panel finds NCC programs funded by the Fund to not be in alignment with the statutory restrictions, the marketing goals of the program or any other breach or default of any Agreement terms herein, that finding shall be made in the form of a Resolution, which shall be reviewed for adoption, modification, or rejection by the BOCC. The Panel, before adopting such a finding, shall give prior written notice to NCC who may respond to any findings of the Panel. After the Panel's adoption of such findings, NCC shall be given a reasonable opportunity to cure their default. The BOCC, at their option or at NCC's option, may review the Panel's findings after prior notice to the Panel. After 's opportunity to appear and comment, in the absence of a cure of default and appropriate action by NCC, this Agreement shall be terminated per Paragraph 6 below.

3. Appropriation of Funds

Time is of the essence in NCC's performance of its obligations under this Agreement. The County's expenditure of any funds under this Agreement beyond the current County fiscal year (January 1 – December 31) shall be expressly subject to and contingent upon the County's budgeting and appropriating funds for such purposes according to the Colorado Local Government Budget Law and C.R.S. § 29-1-110. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide NCC with prior written notice of such termination. Such cancellation shall not impose any penalty against the County in the event of a failure to appropriate sufficient funds.

4. Payments of Lodging Tax Revenues

Payments of lodging tax revenues to NCC pursuant to the terms of this Agreement shall be paid on a quarterly basis and each payment shall be equal to the amount distributed to the County Finance Office from the Colorado Department of Revenue derived from lodging tax receipts generated within the boundaries of the Norwood R2j School District. Adjustments to prior quarter revenue are routinely received from the State and this revenue will be disbursed and reported on by the San Miguel County Finance Department in a timely manner upon receipt.

In the event that the lodging tax revenue collected and disbursed by the County exceeds or is less than that amount budgeted by NCC, then NCC shall revise and submit an updated current year budget to the Panel at a year-end meeting.

The lodging tax revenue in the County budget is based on reasonable revenue projections calculated by the County Finance Office and based on prior year disbursements from the Colorado Department of Revenue.

It is anticipated that the County shall receive quarterly dispersals from the Department of Revenue on or about the following dates:

First Quarter	May 20th
Second Quarter	August 20th
Third Quarter	November 20th
Fourth Quarter	February 20th

5. Annual Review and Renewal of Agreement

The term of this Agreement shall be from January 1, 2024, through December 31, 2024, but shall renew automatically in the event that the County Lodging Tax Panel or the Board of County Commissioners do not have scheduled meetings at a time that coincides with the review and approvals reflected herein until such time as this review takes place.

If this agreement is not renewed by formal action of all Parties on or before **April 1, 2024,** or if the Agreement is not renewed by virtue of NCC's failure to submit any of its reports or statement of goals and objectives and budgetary requests within the time allowed, the Panel and the County shall thereafter be relieved of any further obligations, financial or otherwise under this Agreement, with respect to the balance of that or ensuing fiscal year. Any reports or audits due from NCC for periods already funded shall still be due.

6. Termination

In the event that the Panel or Board of County Commissioners finds, after notice to NCC, that a default remains uncured for a period of thirty (30) days, including a lack of progress, this Agreement shall terminate. Upon their receipt of Default Notice towards goals and objectives, NCC shall immediately return all unencumbered funds received under this Agreement to the County. All funds received by NCC under this Agreement remain the sole property of the County until disbursed by NCC.

7. Notice

Notice under this Agreement shall be given in writing and shall be deemed received if given by: (a) confirmed electronic transmission (as defined below) when transmitted, if transmitted on a business day and during the normal business hours of the recipient, and otherwise on the next business day following transmission; (b) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (c) overnight carrier service or personal delivery when received. Notice shall be given to the parties at the following addresses:

Lodging Tax Panel Representative: NCC Board Representative:

Name:	**Carmen Warfield**	**Name:**	
Title:	San Miguel County	Title:	
Mailing Address:	PO Box 1170 Telluride, CO 81435	Mailing Address:	
Physical Address (if different)	333 West Colorado Ave 3rd floor Telluride CO 81435	Physical Address: (if different)	
Phone:	970-728-3844	Phone:	
Email: ----	**bocc@sanmiguelcountyco.gov**	Email:	

Copy to: San Miguel County Attorney
PO Box 1170 (mailing)
333 W. Colorado Ave. (physical)
Telluride, CO 81435
970-728-3879
attorney@sanmiguelcountyco.gov

8. Colorado Open Records Act

The parties acknowledge that San Miguel County is a governmental entity formed according to Colorado law, and as such, is subject to the Colorado Open Records Act, C.R.S. § 24-72-200 *et seq*. ("CORA"). In the event the County receives a request under CORA that would require the production of records related to Contractor, the County will inform Contractor of such a request and provide Contractor with a copy of any such written request. Contractor shall promptly notify the County if: (a) production of the requested record would disclose Contractor's trade secrets, privileged information, and/or confidential commercial or financial data pursuant to C.R.S. § 24-72-204(3)a(IV) or; (b) Contractor desires to pursue a legal action to prevent disclosure of such documents. The County shall determine whether to deny the request. If the County's denial of a request is challenged, the County will notify Contractor of such a challenge and provide the Company with a written copy of any such challenge. Contractor shall indemnify and hold the County harmless from any claim or judgment as well as any costs and attorney's fees incurred in denying such request or otherwise assisting Contractor in response to a denial and/or legal challenge to the denial.

9. Binding Effect

This Agreement constitutes the entire understanding and agreement between the Parties hereto and shall be binding upon the respective Parties. This Agreement is in the form of services to be rendered for the benefit of the citizens of Telluride and San Miguel County, and accordingly, the duties under this Agreement or the right to receive revenues and obligation to accomplish specified goals and objectives neither shall be delegated nor assigned by NCC without the express written recommendation of the County Lodging Tax Panel and the prior express written consent of the Board of County Commissioners having first been obtained. NCC's annual budget shall be considered a part of this Agreement. The budget's proposed expenditures of funds received under this Agreement shall not be changed without the express prior written approval of both the Panel and the County.

10. Compliance with Applicable Laws

At all times during the performance of this Agreement, the Lodging Tax Panel and NCC shall strictly adhere to all applicable Federal, State, and Local laws, orders, standards, regulations, interpretations, or guidelines issued pursuant thereto.

11. Warranty

NCC represents that the services it provides under this Agreement will be performed in accordance with industry standards in all material respects.

12. Indemnification and Governmental Immunity

NCC shall indemnify, save, hold harmless, and defend San Miguel County, Colorado, the Lodging Tax Panel, and all their officials and employees from any and all liability, claims, demands, actions, debts, and attorney fees arising out of, claimed on account of, or in any manner predicated upon loss or damage to the property of, injuries to, or death of all persons whatsoever which may occur or be sustained in connection with the performance of this Agreement, or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation.

The Panel and County do not intend to waive, by any provision of this Agreement, any rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §2 4-10-101, *et seq*, as currently in effect and as it may be subsequently amended. This immunity continues beyond the termination of this Agreement for the acts or omissions which occurred during the Agreement Term.

13. Miscellaneous

a. Assignability. Contractor shall not assign its rights or delegate its obligations under this Agreement without the County's prior written consent.

b. Severability. Should a court of competent jurisdiction determine that any provision or term of this Agreement be legally void or otherwise legally unenforceable, such provision or term shall be deemed severable from the remainder of this Agreement, which shall remain in full force and effect.

c. Officials Not to Benefit. No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

d. Conflict of Interest. Contractor shall not knowingly perform any act that would conflict in any manner with the performance of services under this Agreement. Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of services.

e. Records Retention. Contractor shall maintain all records, including working papers, notes, and financial records, and make them available for County inspection and audit which they may require for any purpose authorized by law.

f. Entire Agreement. This Agreement, together with any attached exhibits, represents the complete, integrated, and merged understanding of the parties with regard to the subject matter of this Agreement, and any prior or contemporaneous provision, term, condition, promise, representation, or understanding, shall be of no legal force or effect unless embodied herein in writing, or in a written amendment to this Agreement mutually agreed to and executed by the parties. A party's waiver of a specific right set forth herein shall not be deemed to be a waiver by that party of any other of its rights contained in this Agreement. In the event of a conflict between an Exhibit to this Agreement and the body of this Agreement, the Agreement will govern the resolution of the conflict.

g. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for the execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 et seq.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Norwood Chamber of Commerce of Wright's Mesa

____
President

SAN MIGUEL COUNTY LODGING TAX PANEL

____
Chair

ATTEST:

____
Carmen Warfield, Lodging Tax Panel Secretary

2024 AGREEMENT BETWEEN THE SAN MIGUEL COUNTY LODGING TAX PANEL AND THE TELLURIDE TOURISM BOARD (TTB) FOR THE PURPOSE OF TOURISM PROMOTION WITHIN THE TELLURIDE R-1 SCHOOL DISTRICT

THIS AGREEMENT is made and entered into this _______ day of _______, 2023 by and between the ~~the~~ SAN MIGUEL COUNTY LODGING TAX PANEL, hereinafter referred to as the "Panel," and the TELLURIDE TOURISM BOARD, at P.O. Box 1009, Colorado 81435, hereinafter referred to as "TTB."

WHEREAS, TTB is an established and proven consolidated marketing management entity for advertising and promotion of tourism; and

WHEREAS, San Miguel County, Colorado ("County") imposes and collects a lodging tax within the unincorporated county pursuant to C.R.S. § 30-11-107.5, with such tax revenues being specifically credited to the County Lodging Tax Tourism Fund ("Fund") and designated for the purpose of advertising and marketing tourism within the area of the county the tax is collected; and

WHEREAS, the Panel was created and appointed by the San Miguel County Board of Commissioners ("BOCC") pursuant to C.R.S. § 30-11-107.5(4)(b) to administer the Fund. The Panel is encouraged to use an established and proven marketing entity such as TTB to assist them in its statutory duties; and

WHEREAS, TTB is willing to assist the Panel with administering the Fund and advertise and market tourism within the Telluride R-1 School District.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein contained, the Parties agree:

1. Annual Submission of Goals and Objectives and Annual Budgetary Request

   a) Telluride Tourism Board shall submit to the San Miguel County Lodging Tax Panel an enumeration of its goals and objectives for the forthcoming fiscal year, together with a proposed annual budget request pertaining to the potential distribution to and expenditure by TTB of revenues derived from County lodging taxes collected within the Telluride R-1 School District. For the purposes of this Agreement, the fiscal year for the County funding purposes shall be considered co-extensive with the budget year for TTB, commencing January 1 of each year in which such agreement is in effect and terminating on December 31 of the same year.

   b) The itemization of goals and objectives shall be sufficiently specific and in alignment with the statutorily allowed uses of the Fund to justify the expenditure requested as reflected in the budgetary requests submitted by TTB to the Panel on an annual basis. The Panel shall review and consider said budgetary request and shall make a recommendation to the BOCC.

c) TTB shall submit the proposed goals and objectives and annual budget to the Panel no later than ~~-~~November 30 ~~**October 31st**~~ of the year preceding the year for which funds are requested.

d) After receipt of the budgetary request and the itemization goals and objectives, the Panel shall recommend to the BOCC, approval or disapproval, in whole or in part the budgetary request for funding no later than ~~**November 30**~~**December 31** of the year preceding the year for which the funds are requested. In the event that the Panel shall fail to take any action on a recommendation, then the annual funding disbursement shall be deemed approved by the Panel and this annual submission forwarded to the BOCC for review and approval.

2. Annual Review and Analysis of Prior Year's Operations

At the time it submits its annual statement of goals and objectives and budgetary request, TTB shall submit to the Panel a report of its activities and accomplishments during the previous twelve-month period prior to submission detailing specifically how the revenue received from the Lodging Tax Fund were expended.

In the event that the Panel finds TTB programs funded by the Fund to not be in alignment with the statutory restrictions, the marketing goals of the program or any other breach or default of any Agreement terms herein, that finding shall be made in the form of a Resolution, which shall be reviewed for adoption, modification, or rejection by the BOCC. The Panel, before adopting such a finding, shall give prior written notice to TTB who may respond to any findings of the Panel. After the Panel's adoption of such findings, TTB shall be given a reasonable opportunity to cure their default. The BOCC, at their option or at TTB's option, may review the Panel's findings after prior notice to the Panel. After TTB's opportunity to appear and comment, in the absence of a cure of default and appropriate action by TTB, this Agreement shall be terminated per Paragraph 6 below.

3. Appropriation of Funds

Time is of the essence in ~~TTB's~~ the parties' performance of ~~its~~ their obligations under this Agreement. The County's expenditure of any funds under this Agreement beyond the current County fiscal year (January 1 – December 31) shall be expressly subject to and contingent upon the County's budgeting and appropriating funds for such purposes according to the Colorado Local Government Budget Law and C.R.S. § 29-1-110. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide TTB with prior written notice of such termination. Such cancellation shall not impose any penalty against the County in the event of a failure to appropriate sufficient funds.

4. Payments of Lodging Tax Revenues

Payments of lodging tax revenues to TTB pursuant to the terms of this Agreement shall be paid on a quarterly basis and each payment shall be equal to the amount distributed to the County Finance Office from the Colorado Department of Revenue derived from lodging tax receipts generated within the boundaries of the Telluride R1 School District. Adjustments to prior quarter revenue are routinely received from the State and this revenue will be disbursed and reported on by the San Miguel County Finance Department in a timely manner upon receipt.

In the event that the lodging tax revenue collected and disbursed by the County exceeds or is less than that amount budgeted by TTB, then TTB shall revise and submit an updated current year budget to the Panel at a year-end meeting.

The lodging tax revenue in the County budget is based on reasonable revenue projections calculated by the County Finance Office and based on prior year disbursements from the Colorado Department of Revenue.

It is anticipated that the County shall receive quarterly dispersals from the Department of Revenue on or about the following dates:

First Quarter	May 20th
Second Quarter	August 20th
Third Quarter	November 20th
Fourth Quarter	February 20th

5. Annual Review and Renewal of Agreement

The term of this Agreement shall be from ~~March 7, 2023 through December 31, 2023~~January 1, 2024 – December 31, 2024, but shall renew automatically in the event that the County Lodging Tax Panel or the Board of County Commissioners do not have scheduled meetings at a time that coincides with the review and approvals reflected herein until such time as this review takes place.

If this agreement is not renewed by formal action of all Parties on or before **April 1, 202~~5~~4** ~~I~~ or if the Agreement is not renewed by virtue of TTB's failure to submit any of its reports or statement of goals and objectives and budgetary requests within the time allowed, the Panel and the County shall thereafter be relieved of any further obligations, financial or otherwise under this Agreement, with respect to the balance of that or ensuing fiscal year. Any reports or audits due from TTB for periods already funded shall still be due.

6. Termination

In the event that the Panel or Board of County Commissioners finds, after notice to TTB, that a default remains uncured for a period of thirty (30) days, including a lack of progress, this Agreement shall terminate. Upon their receipt of Default Notice towards goals and objectives, TTB shall immediately return all unencumbered funds received under this Agreement to the County. All funds received by TTB under this Agreement remain the sole property of the County until disbursed by TTB.

7. Notice

Notice under this Agreement shall be given in writing and shall be deemed received if given by: (a) confirmed electronic transmission (as defined below) when transmitted, if transmitted on a business day and during the normal business hours of the recipient, and otherwise on the next business day following transmission; (b) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (c) overnight carrier service or personal delivery when received. Notice shall be given to the parties at the following addresses:

Lodging Tax Panel Representative: Telluride Tourism Board Representative:

Name:		**Name:**	
Title:		Title:	
Mailing Address:		Mailing Address:	
Physical Address (if different)		Physical Address: (if different)	
Phone:		Phone:	
Email: ----		Email:	

Copy to: San Miguel County Attorney
PO Box 1170 (mailing)
333 W. Colorado Ave. (physical)
Telluride, CO 81435
970-728-3879
attorney@sanmiguelcountyco.gov

8. Colorado Open Records Act

The parties acknowledge that San Miguel County is a governmental entity formed according to Colorado law, and as such, is subject to the Colorado Open Records Act, C.R.S. § 24-72-200 *et seq.* ("CORA"). In the event the County receives a request under CORA that would require the production of records related to records as defined by CORA related to the Contractor and this Agreement, the County will inform Contractor of such a request and provide Contractor with a copy of any such written request. Contractor shall promptly notify the County if: (a) production of the requested record would disclose Contractor's trade secrets, privileged information, and/or confidential commercial or financial data pursuant to C.R.S. § 24-72-204(3)a(IV) or; (b) Contractor desires to pursue a legal action to prevent disclosure of such documents. The County shall make a reasonable determine whether to deny the request. If the County's denial of a request is challenged, the County will notify Contractor of such a challenge and provide the Company with a written copy of any such challenge. ~~Contractor shall indemnify and hold the County harmless from any claim or judgment as well as any costs and attorney's fees incurred in denying such request or otherwise assisting Contractor in response to a denial and/or legal challenge to the denial.~~

9. Binding Effect

This Agreement constitutes the entire understanding and agreement between the Parties hereto and shall be binding upon the respective Parties. This Agreement is in the form of services to be rendered for the benefit of the citizens of Telluride and San Miguel County, and accordingly, the duties under this Agreement or the right to receive revenues and obligation to accomplish specified goals and objectives neither shall be delegated nor assigned by TTB without the express written recommendation of the County Lodging Tax Panel and the prior express written consent of the Board of County Commissioners having first been obtained. TTB's annual budget shall be considered a part of this Agreement. The budget's proposed expenditures of funds received under this Agreement shall not be changed without the express prior written approval of both the Panel and the County.

10. Compliance with Applicable Laws

At all times during the performance of this Agreement, the Lodging Tax Panel and TTB shall strictly adhere to all applicable Federal, State, and Local laws, orders, standards, regulations, interpretations, or guidelines issued pursuant thereto.

11. Warranty

TTB represents that the services it provides under this Agreement will be performed in accordance with industry standards in all material respects.

12. Indemnification and Governmental Immunity

TTB shall indemnify, save, hold harmless, and defend San Miguel County, Colorado, the Lodging Tax Panel, and all their officials and employees from any and all liability, claims, demands, actions, debts, and attorney fees arising out of, claimed on account of, or in any manner predicated upon loss or damage to the property of, injuries to, or death of all persons whatsoever which may occur or be sustained in connection with the performance of this Agreement, or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation.

The Panel and County do not intend to waive, by any provision of this Agreement, any rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §2 4-10-101, *et seq*, as currently in effect and as it may be subsequently amended. This immunity continues beyond the termination of this Agreement for the acts or omissions which occurred during the Agreement Term.

13.Miscellaneous

a. Assignability. Contractor shall not assign its rights or delegate its obligations under this Agreement without the County's prior written consent.

b. Severability. Should a court of competent jurisdiction determine that any provision or term of this Agreement be legally void or otherwise legally unenforceable, such provision or term shall be deemed severable from the remainder of this Agreement, which shall remain in full force and effect.

c. Officials Not to Benefit. No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

d. Conflict of Interest. Contractor shall not knowingly perform any act that would conflict in any manner with the performance of services under this Agreement. Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of services.

~~e. Records Retention. Contractor shall maintain all records, including working papers, notes, and financial records, and make them available for County inspection and audit which they may require for any purpose authorized by law.~~

~~f~~e. Entire Agreement. This Agreement, together with any attached exhibits, represents the complete, integrated, and merged understanding of the parties with regard to the subject matter of this Agreement, and any prior or contemporaneous provision, term, condition, promise, representation, or understanding, shall be of no legal force or effect unless embodied herein in writing, or in a written amendment to this Agreement mutually agreed to and executed by the parties. A party's waiver of a specific right set forth herein shall not be deemed to be a waiver by that party of any other of its rights contained in this Agreement. In the event of a conflict between an Exhibit to this Agreement and the body of this Agreement, the Agreement will govern the resolution of the conflict.

~~g~~f. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for the execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 et seq.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TELLURIDE TOURISM BOARD

____
President

SAN MIGUEL COUNTY LODGING TAX PANEL

____
Chair

ATTEST:

____
Carmen Warfield, Lodging Tax Panel Secretary