

2023
SAN MIGUEL COUNTY - SAN MIGUEL COUNTY LODGING TAX PANEL -
NORWOOD CHAMBER OF COMMERCE
TOURISM PROMOTION AGREEMENT FOR THE R-2j SCHOOL DISTRICT

THIS AGREEMENT is made and entered into this 7 day of March, 2023 by and between the BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO, hereinafter referred to as the "County," the SAN MIGUEL COUNTY LODGING TAX PANEL, hereinafter referred to as the "Panel," and the Norwood Chamber of Commerce, at P.O. Box 116, Norwood, Colorado 81423, hereinafter referred to as "NCC."

WHEREAS, "NCC" has been formed as an established and proven consolidated marketing entity for advertising and promotion of tourism; and

WHEREAS, the County imposes and collects a lodging tax within the County limits pursuant to C.R.S. § 30-11-107.5, with such tax revenues being specifically designated for advertising and marketing tourism, as provided by C.R.S. § 30-11-107.5 (4), which purposes are generally consistent with the goals and objectives of NCC; and

WHEREAS, C.R.S. § 30-11-107.5(4) (b) requires the formation of a citizens panel to administer the tourism fund, and encourages the panel to use an established and proven marketing entity such as NCC; and

WHEREAS, the San Miguel County Lodging Tax Panel has been duly appointed by the Board of County Commissioners of San Miguel County; and

WHEREAS, it is the mutual desire of the Parties to set forth their understanding and agreement with regard to the funding of NCC's activities by San Miguel County with respect to the expenditure of lodging tax funds on an annual basis.

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) NCC's Board of Directors 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 San Miguel County lodging taxes collected pursuant to C.R.S. § 30-11-107.5. 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 to justify the expenditure of the funds requested as reflected e specifically 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 County Commissioners. NCC shall submit the proposed goals and objectives and annual budget no later than **December 31st** of the year preceding the year for which funds are requested.

- c) After receipt of the budgetary request and the itemization goals and objectives the Panel shall recommend to the Board of County Commissioners of San Miguel County, approval or disapproval, in whole or in part the budgetary request for funding for the ensuing fiscal year. 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 agreement forwarded to the Board of County Commissioners 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 County Lodging Tax revenue to not be in alignment with the marketing goals of the program or any other breach or default of any contract terms herein, that finding shall be in the form of a Resolution, which shall be reviewed for adoption, modification, or rejection by the Board of County Commissioners. 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 Board of County Commissioners, at their option or at NCC's option, may review the Panel's findings after prior notice to the Panel. After NCC's opportunity to appear and comment, in the absence of a cure of default and appropriate action by NCC, this Contract shall be terminated per Paragraph 6 below.

3. Budgetary Limitations

Notwithstanding the potential authorization that may be obtained pursuant to the terms of Paragraph 1 above, actual funding by the County during any budget year shall be limited to the amount appropriated, which is the actual amount of lodging tax revenues collected during the fiscal year from within the Norwood R-2j School District, less the stated Colorado Department of Revenue administrative expense. Funding under this Contract shall not exceed actual net lodging tax revenues received for any fiscal year during the period of this Agreement. No funds from the County Lodging Tax Tourism Fund shall be expended for capital expenditures, except for tourism information centers; to the extent funding is appropriated for such purpose. Revenues appropriated pursuant to this agreement shall be derived solely from lodging tax receipts generated within the boundaries of the Norwood

R2j School District.

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 Lodging Tax Panel at the 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 <u>20th</u>
Second Quarter	August <u>20th</u>
Third Quarter	November <u>20th</u>
Fourth Quarter	February <u>20th</u>

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 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. Recommendation of whether or not to renew the contract on annual basis shall be made pursuant to all obligations stated in section 2 of this agreement.

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 Contract, 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 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 Contract shall terminate. Upon their receipt of Default Notice towards goals and objectives, NCC shall immediately return all unencumbered funds received under this Contract, to the County. All funds received by NCC under this Contract remain the sole property of the County until dispersed by NCC.

7. Binding Effect

This Agreement constitutes the entire understanding and agreement between the Parties hereto and shall be binding upon the respective Parties. This Contract is in the form of services to be rendered for the benefit of the citizens of Norwood 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 Contract shall not be changed without the express prior written approval of both the Panel and the County.

8. Time of Essence

Time is of the essence with respect to the covenants and conditions herein contained.

9. Conflict of Interest

NCC and the members of the Lodging Tax Panel shall insure that no employee or member of the Panel, NCC board or staff who exercises any function or responsibilities in connection with the planning and carrying out of the project shall have any personal financial interest, direct or indirect, in this Contract, except to the extent that NCC employees assigned to the project shall receive compensation for their performance pursuant to this Contract as provided for in the budget referenced above.

10. Compliance with Applicable Laws

At all times during the performance of this Contract, 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. Indemnification

NCC shall indemnify, save, hold harmless, and defend the County, 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 Contract, or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation.

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

BOARD OF COUNTY COMMISSIONERS

Norwood Chamber of Commerce

Bernice F. White
President

SAN MIGUEL COUNTY LODGING TAX PANEL

Gretchen R Wells
Chair

ATTEST:

Carmen Warfield
Carmen Warfield, Lodging Tax Panel Secretary