SAN MIGUEL COUNTY LODGING TAX PANEL

SAN MIGUEL COUNTY LODGING TAX PANEL
TUESDAY, FEBRUARY 6, 2024 – 1:00 PM

ZOOM PROTOCOL

To Join a Zoom Meeting: Register with Zoom before entering the meeting. Sign in with Zoom.us with your meeting ID. You will be prompted to put your name (first and last name) and valid email address into the form. You will then receive a unique code from the email address you entered and be able to join the meeting. A first and last name is necessary to be allowed into the meeting.

The staff will not be available for questions about entering the meeting during the meeting. Please tune in to the website for live streaming of the meeting. https://www.sanmiguelcountyco.gov/661/Agendas-and-Minutes

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

2. **Call to Order.**

3. **Review of Agenda**

4. **Approval of Minutes.**

   a. Approval of Minutes: November 9, 2023.
      Presented By: Carmen Warfield, Clerk
      20231109-LTP-Minutes-Draft.pdf

5. **Review of the 2023 Lodging Tax Reports.**
   Backup to follow.

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

   a. Consideration of the 2024 Agreement between the San Miguel County Lodging Tax Panel and the Norwood Chamber of Commerce for the purpose of tourism promotion within the Norwood R-2 School District./MOTION
      Presented By: Bernice White, Norwood Chamber
      2024 Norwood Chamber Agreement Lodging Tax.Updated.docx

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

   a. Update and other, with the Telluride Toursim Board.
      Presented By: Kiera Skinner, Telluride Tourism Board (TTB)
      Fully Executed Telluride Tourism Board Agreement 2024.pdf

8. **Other Business**
   Consideration of the next meeting date.

Other, as needed.

9. **2:00 pm Adjournment.**

ZOOM Help Center - All meetings are provided on a Zoom platform to encourage public participation. If you wish to speak: **Via Computer:** Click **Raise Hand** in the webinar controls. The host will be notified that you've raised your hand. If the host allows you to talk, you may be prompted to unmute yourself. While unmuted, your profile picture and name are displayed to the host and panelists. Only your name is displayed to other attendees. Click **Raise Hand** in the webinar controls to lower it, if needed. This will not mute yourself if you are unmuted. **Windows**: You can also use the **Alt+Y** keyboard shortcut to raise or lower your hand. **Mac**: You can also use the **Option+Y** keyboard shortcut to raise or lower your hand. **Telephone:** If you join the webinar/meeting by phone, dial *9 to raise your hand.

AGENDA ITEM 4.a

TITLE:
Approval of Minutes: November 9, 2023.

Presented by: Carmen Warfield, Clerk
Time needed:

PREPARED BY:
Carmen Warfield, Board of County Commissioners

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:
20231109-LTP-Minutes-Draft.pdf

Description:

SAN MIGUEL COUNTY SAN MIGUEL COUNTY LODGING TAX PANEL
MINUTES
Thursday, November 9, 2023
Zoom.us

1) REGULAR MEETING

2) Call to Order.

1:06 p.m. Begin

Present: John Duncan, Pro Tem
Alex Barry, Vice Chair

Absent:
Gretchen Wells, Chair

Staff and others present:
Becky Hannigan, Norwood Chamber of Commerce
Kiera Skinner, Telluride Tourism Board
Mike Bordgona, County Manager
Lance Waring, Commissioner
Carmen Warfield, Chief Deputy Clerk

3) Review of Agenda

4) Approval of Minutes.

4.a) Approval of Minutes: May 23, 2023./MOTION

(ATTACHMENT - 20230523-LTP-Minutes-Draft.pdf)

MOTION by Alex Barry to approve the minutes as presented. **SECONDED** by John Duncan. **PASSED 2-0.**

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

Note: This information will be provided through email after the meeting.

6) Update with the Norwood Chamber.

6.a) Consideration of reappointing Gretchen Wells to the Lodging Tax Committee./MOTION

MOTION by Alex Barry to approve the reappointment of Gretchen Wells to the Lodging Tax Committee. This will be presented to the Board of County Commissioners for final approval on December 6, 2023. **SECONDED** by John

Duncan. **PASSED 2-0.**

6.b) Review of the current Norwood Chamber of Commerce of Wrights Mesa - Events.

(ATTACHMENT - Norwood Chamber of Commerce Meeting and Minutes.pdf)

Presented by: Bernice Oliver, Chair of the Norwood Chamber of Commerce

Note: The Chamber will be having a meeting next week to review and discuss the current agreement for 2024. They also requested a copy of the changes that Telluride Tourism Board requested to align with their document.

7) Update with the Telluride Tourism Board

Presented by: Kiera Skinner, Telluride Tourism Board

8) Other Business

8.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

(ATTACHMENT - 2023 TTB Agreement Lodging Tax.Draft.docx)

(ATTACHMENT - NCC 2024 agreement.docx)

(ATTACHMENT - 2024 LTP - TTB -Redline agreement.pdf)

MOTION by John Duncan to approve the group's intent to receive the [2023 budget and initiatives and the 2024 budget and goals] from Telluride Tourism Board and the Norwood Chamber to complete the 2024 agreements. This will be completed via poll through email and DocuSign. **SECONDED** by Alex Barry. **PASSED 2-0.**

Note: Consideration of the next meeting. A doodle poll will be sent out for a February 2024 meeting date. It was determined the next meeting will be held on February 6, 2024, from 1 pm - 2 pm.

9) Adjournment.

MOTION by John Duncan to adjourn the meeting. **SECONDED** by Alex Barry. **PASSED 2-0.**

1:47 p.m. Adjourned.

Respectfully submitted,

Approved ______________________________

SAN MIGUEL COUNTY LODGING TAX PANEL

____

ATTEST:

____

AGENDA ITEM 6.a

TITLE:
Consideration of the 2024 Agreement between the San Miguel County Lodging Tax Panel and the Norwood Chamber of Commerce for the purpose of tourism promotion within the Norwood R-2 School District./MOTION

Presented by: Bernice White, Norwood Chamber
Time needed:

PREPARED BY:
Carmen Warfield, Board of County Commissioners

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:
2024 Norwood Chamber Agreement Lodging Tax.Updated.docx

Description: Backup to follow.

**2024 AGREEMENT BETWEEN THE
SAN MIGUEL COUNTY LODGING TAX PANEL AND
THE NORWOOD CHAMBER OF COMMERCE (N.C.C.) FOR THE PURPOSE OF
TOURISM PROMOTION WITHIN THE NORWOOD R-2 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 at P.O. 116, Norwood, Colorado 81423, hereinafter referred to as "N.C.C."

WHEREAS, N.C.C. 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 N.C.C. to assist them in its statutory duties and

WHEREAS, N.C.C. is willing to assist the Panel with administering the fund, advertising, and market tourism within the Norwood R-2 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) N.C.C. 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 N.C.C. of revenues derived from County lodging taxes collected within the Norwood R-2 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 N.C.C., 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 N.C.C. 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) N.C.C. shall submit the proposed goals and objectives and annual budget to the Panel no later than **November 30th** 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 **December 31st** 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, N.C.C. 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 N.C.C. 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 N.C.C. who may respond to any findings of the Panel. After the Panel's adoption of such findings, N.C.C. shall be given a reasonable opportunity to cure their default. The BOCC, at their option or at N.C.C.'s option, may review the Panel's findings after prior notice to the Panel. After N.C.C.'s opportunity to appear and comment, in the absence of a cure of default and appropriate action by N.C.C., this agreement shall be terminated per Paragraph 6 below.

3. Appropriation of Funds

Time is of the essence in the parties' performance of 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 N.C.C. 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. <u>Payments of Lodging Tax Revenues</u>

Payments of lodging tax revenues to N.C.C. 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 R-2 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 N.C.C., then N.C.C. 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 <u>20th</u>
Second Quarter	August <u>20th</u>
Third Quarter	November <u>20th</u>
Fourth Quarter	February <u>20th</u>

5. <u>Annual Review and Renewal of Agreement</u>

The term of this agreement shall be from 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, 2025** or if the agreement is not renewed by virtue of N.C.C.'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 N.C.C. for periods already funded shall still be due.

6. <u>Termination</u>

In the event that the Panel or Board of County Commissioners finds, after notice to N.C.C., 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, N.C.C. shall immediately return all unencumbered funds received under this agreement to the County. All funds received by N.C.C. under this agreement remain the sole property of the County until disbursed by N.C.C.

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:

Name:	**Board of County Commissioners**	**Name:**	**Norwood Chamber of Commerce**
Title:		Title:	
Mailing Address:	P.O. Box 1170 Telluride CO 81435	Mailing Address:	PO Box 116 Norwood CO.81423
Physical Address (if different)	333 West Colorado Ave, 3rd fl 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 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 determination 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.

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 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 N.C.C. 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. N.C.C.'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.

9. Compliance with Applicable Laws

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

10. Warranty

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

11. Indemnification and Governmental Immunity

N.C.C. 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. 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.

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.

NORWOOD CHAMBER OF COMMERCE

____

President

SAN MIGUEL COUNTY LODGING TAX PANEL

____
Chair

ATTEST:

____
Carmen Warfield, Lodging Tax Panel Secretary

AGENDA ITEM 7.a

TITLE:
Update and other, with the Telluride Toursim Board.

Presented by: Kiera Skinner, Telluride Tourism Board (TTB)
Time needed:

PREPARED BY:
Carmen Warfield, Board of County Commissioners

RECOMMENDED ACTION/MOTION:

INTRODUCTION/BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:
Fully Executed Telluride Tourism Board Agreement 2024.pdf

Description:

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 21st day of November, 2023 by and between the SAN MIGUEL COUNTY LODGING TAX PANEL, hereinafter referred to as the "Panel," and the TELLURIDE TOURISM BOARD, at P.O. Box 1009, Telluride, 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. <u>Annual Submission of Goals and Objectives and Annual Budgetary Request</u>

    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 30th** 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 **December 31st** 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 the parties' performance of 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 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, 2025** 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:	**Board of County Commissioners**	**Name:**	**Kiera Skinner**
Title:		Title:	Executive Director
Mailing Address:	PO Box 1170 Telluride CO 81435	Mailing Address:	PO Box 1009 Telluride Colorado 81435
Physical Address (if different)	333 West Colorado Ave, 3rd fl Telluride CO 81435	Physical Address: (if different)	236 W Colorado Ave, Telluride CO 81435
Phone:	970-728-3844	Phone:	970-369-2112
Email: ----	**bocc@sanmiguelcountyco.gov**	Email:	Kiera@visitelluride.com

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 determination 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.

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.

9. 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.

10. Warranty

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

11. 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. 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.

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

Kiera Skinner

President

SAN MIGUEL COUNTY LODGING TAX PANEL

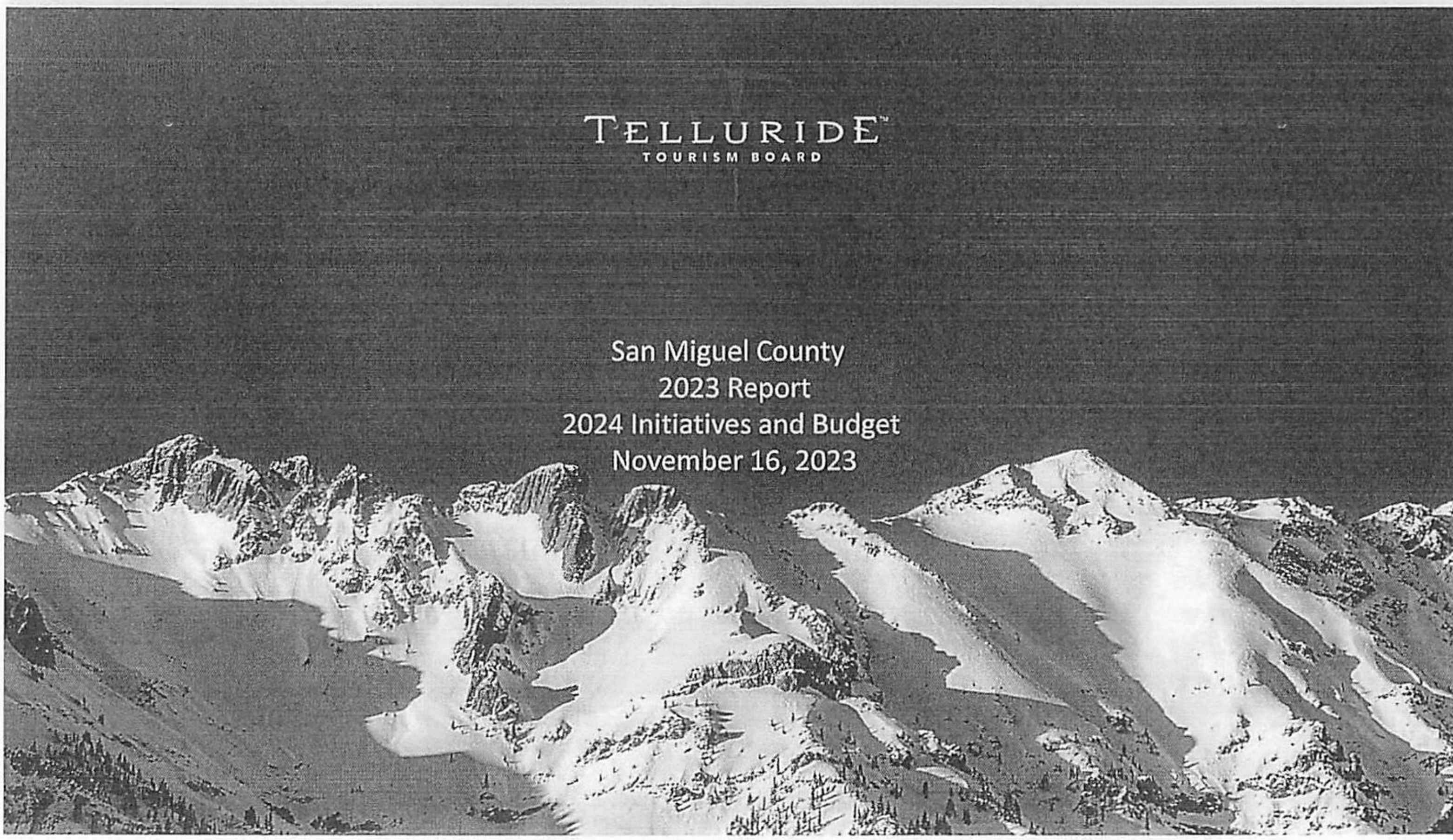
Gretchen Welles

Chair

ATTEST:

Carmen Warfield

Carmen Warfield, Lodging Tax Panel Secretary


TELLURIDE™
TOURISM BOARD
San Miguel County
2023 Report
2024 Initiatives and Budget
November 16, 2023

San Miguel County Partnership

2023 Report
Budget
2023 Initiatives
Trends & Metrics

2024 Proposal
2024 Initiatives
Budget

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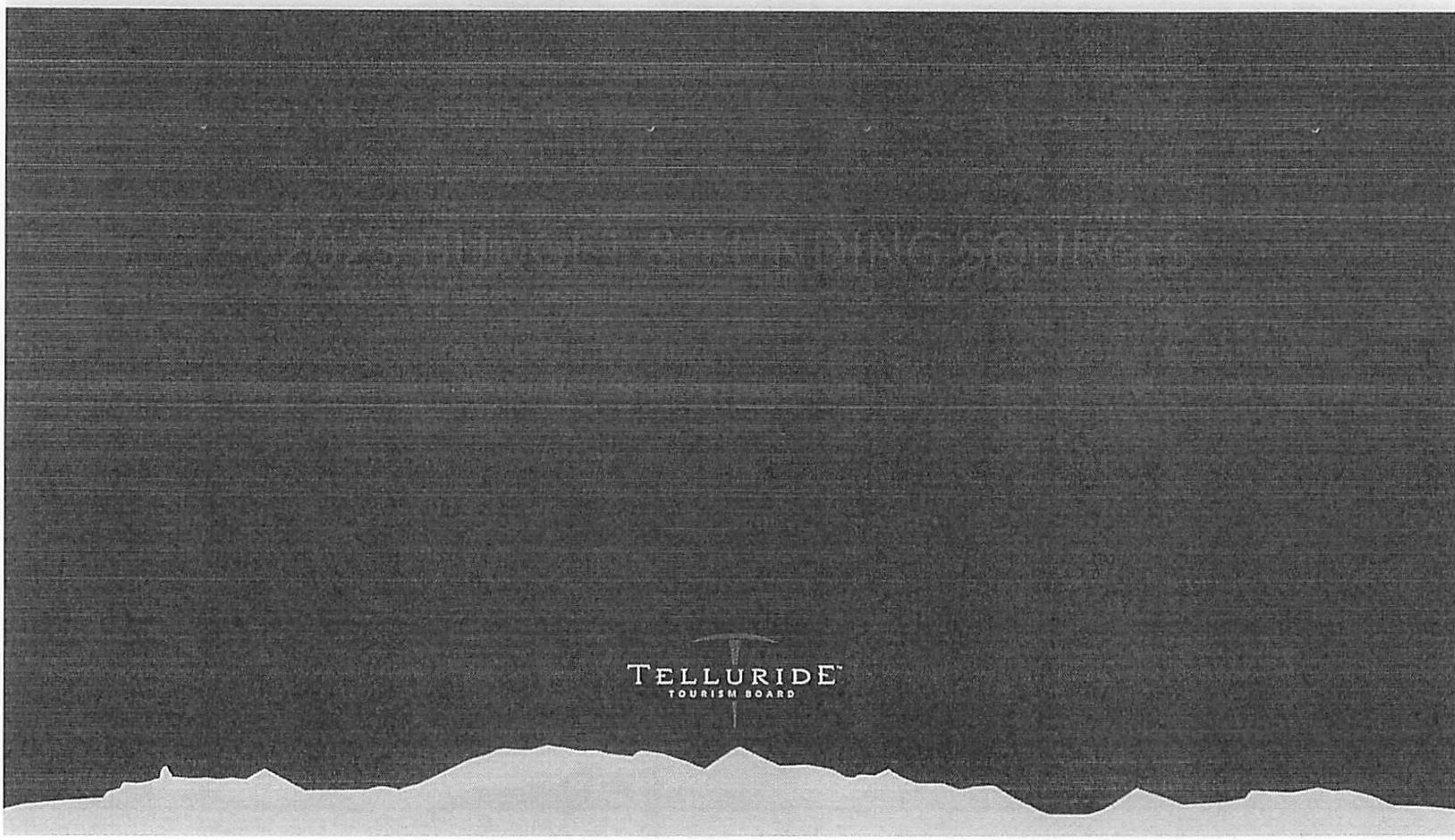
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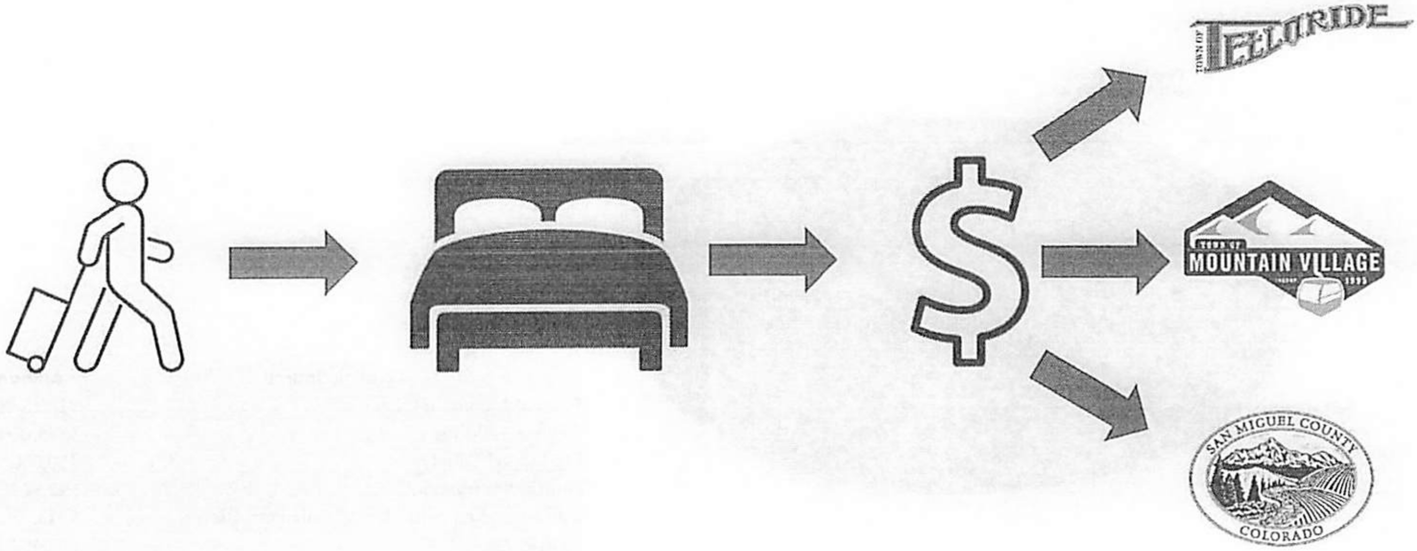
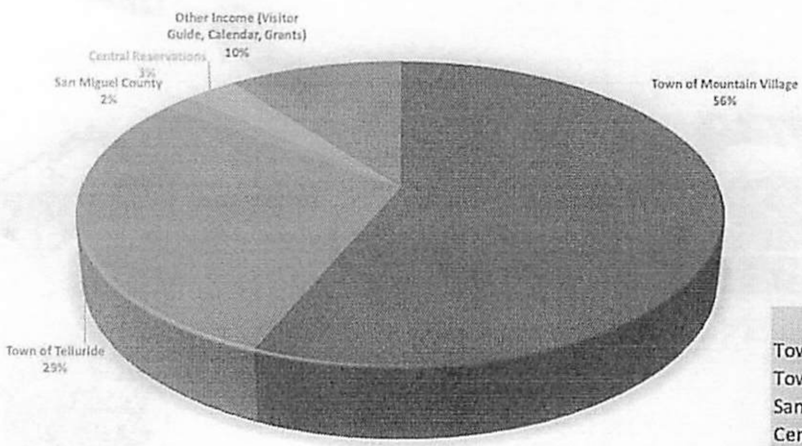
2023 Funding Sources & Budget



2023 Funding Sources & Budget



Funding Source	Amount
Town of Mountain Village	$1,715,000
Town of Telluride	$875,000
San Miguel County	$50,000
Central Reservations	$92,500
Other Income (Visitor Guide, Calendar, Grants)	$313,020
Total 2023	$3,045,520

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2023 Funding Sources & Budget

Category	Expense	% of Budget
Operations/Admin (payroll, benefits, taxes, professional fees, development, VG Sales Commissions)	$813,365	27%
Rent, Space Cost, Insruance & Taxes	$150,393	5%
Central Reservations - Booking app, cc & reservation platform fees	$70,140	2%
Information Technology & Telephone	$59,000	2%
Office supplies, shipping, uniforms	$9,180	<1%
Depreciation	$41,460	1%
Research & Analytics- Lodging metrics & consumer analytics platforms	$100,000	3%
Mountain Village Marketing	$1,067,000	35%
Grants & Donations	$26,000	1%
Creative Development - Design & copywriting	$52,516	2%
Broadcast/Film Production - Photography and videography	$72,500	3%
Print Media & Production - Print media buys & design	$73,160	3%
Collateral Printing/Distribution - Visitor Guide, maps, posters, banners, calendars	$168,756	6%
Website/Interactive Media - Web maintenance, webcam, CRM platform, digital banners	$198,450	7%
Fulfillment - Visitor Guide & collateral distribution	$28,000	1%
Public Relations	$49,000	2%
Travel/Expenses/Meetings/Trade Shows/Promo Items	$68,600	1%
Total	$3,047,520	

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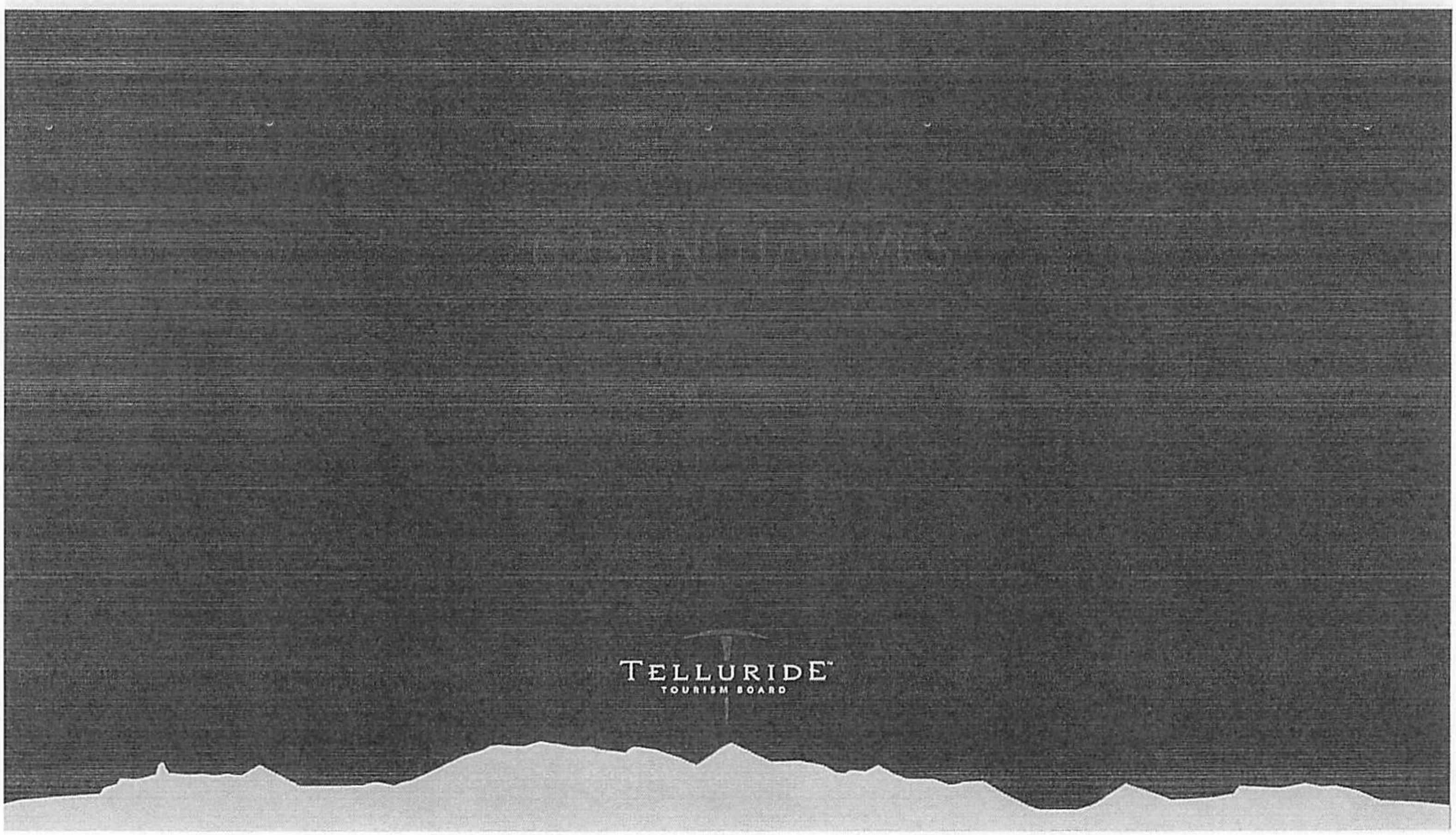
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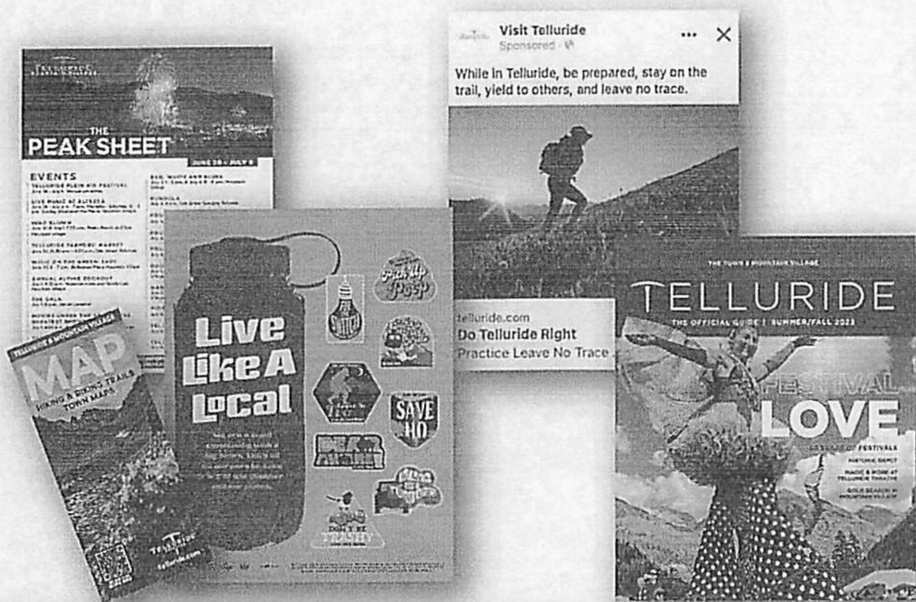
2023 Initiatives



- Visitors Center/Guest Services
- Telluride.com
- Central Reservations
- Professional Lodging Metrics
- In-Bound Consumer Analytics
- Communications/Collateral Development
- Visitor Guide Development
- Public Relations Management

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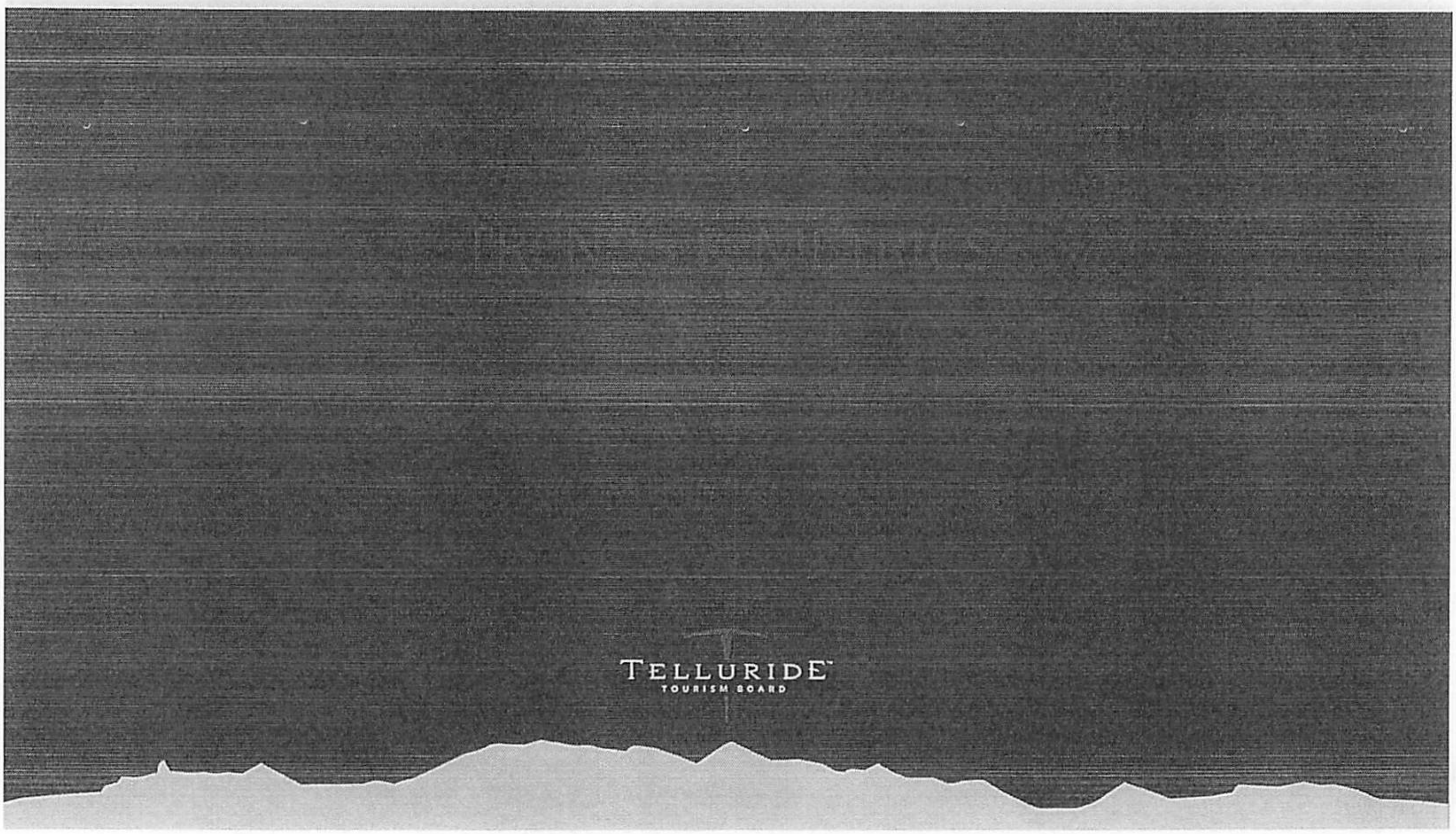
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TOURISM BOARD

Travel Trends

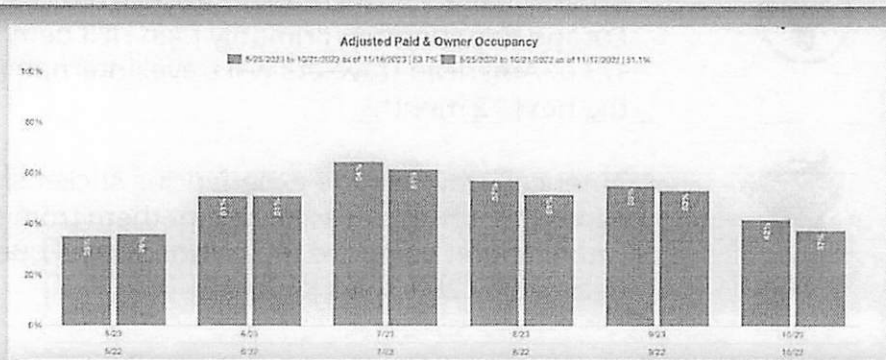
Enthusiasm for travel remains high. Over 83% of American travelers have existing trip plans for the next 12 months.

An estimated 55% Increase in travel from U.S. to Europe this summer, primarily high HHI demographics. 1/3 of American travelers will travel internationally in the next 12 months.

American travelers are experiencing sticker shock- 40% agreed that high prices have kept them from traveling, with inflation being the top reason. Travel budgets have declined by 25% since January.

Source: Destination Analysts

Summer 2023 Lodging Metrics

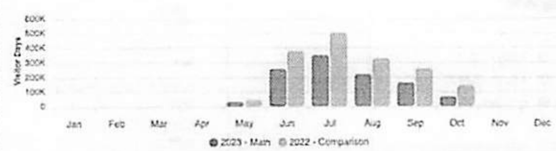


Summer 2023 Visitation Data

Overview : 5/25/23 - 10/21/23

Total Trips	Visitor Days	Average Length of Stay	Unique Visitors
304,392 Trips	**1,077,287 Days**	**3.5 Days**	**219,948 Visitors**
↓ **-23.8%** vs. 5/25/22 - 10/21/22	↓ **-37.0%** vs. 5/25/22 - 10/21/22	↓ **-0.7 Days** vs. 5/25/22 - 10/21/22	↓ **-3.0%** vs. 5/25/22 - 10/21/22

Monthly Volume by Visitor Days All Main Dates vs Compare Dates



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023	0	0	0	0	35.0K	260.4K	352.2K	222.5K	164.3K	69.9K	0	0
2022	0	0	0	0	46.8K	380.2K	501.4K	329.5K	260.4K	144.7K	0	0

These estimates are generated from a statistical model which has been trained using historical behavior. The specific results are based on an observed sample of devices.

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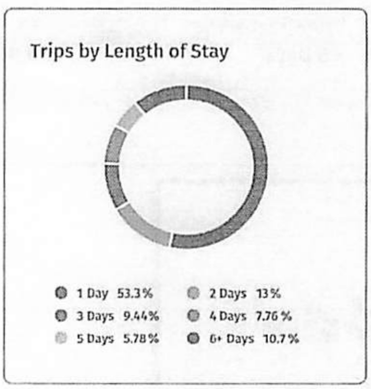
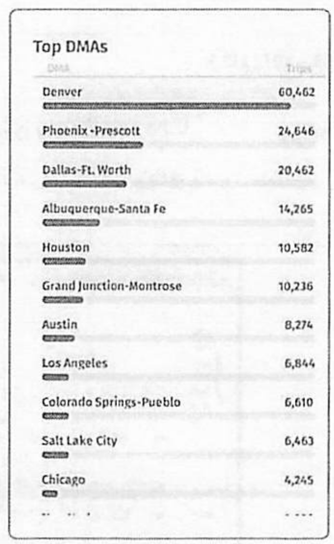
Summer 2023 Visitation Data



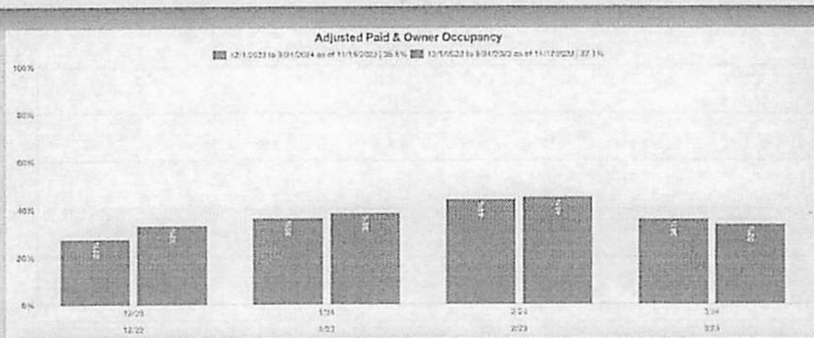


These estimates are generated from a statistical model which has been trained using historical behavior. The specific results are based on an observed sample of devices.

Winter Lodging Pace

ADR			Adjusted RevPAR		
$999 primary	▾2%	$1K compare	$272 primary	▾9%	$300 compare

Adjusted Paid & Owner Occupancy			Adjusted Paid Occupancy %		
35.5% primary	▾4%	37.1% compare	27.2% primary	▾8%	29.5% compare



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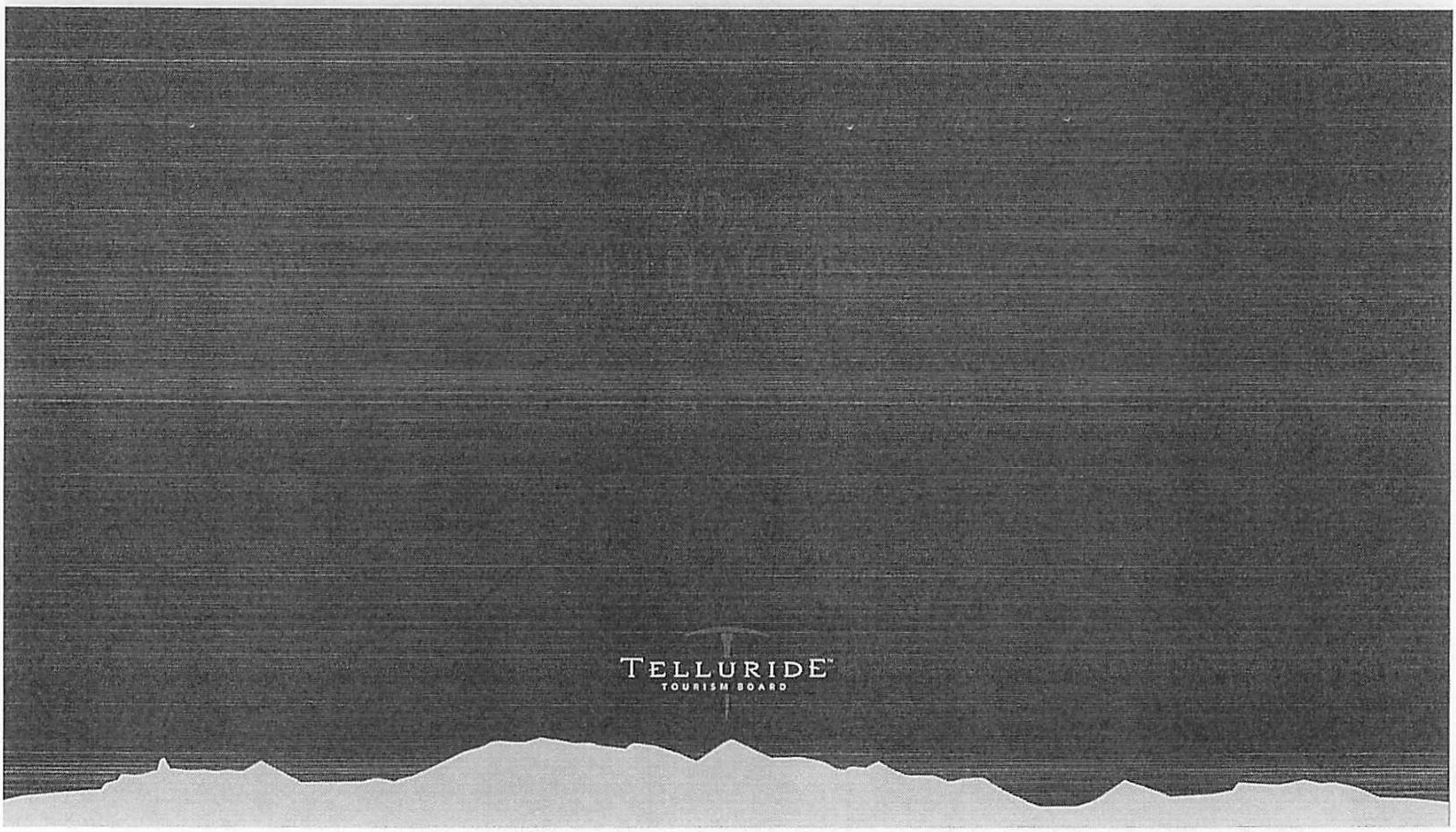
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TOURISM BOARD

The Telluride Tourism Board's mission is to market and maintain the quality of the Telluride region experience for the benefit of both the visitor and the economic sustainability of the community.

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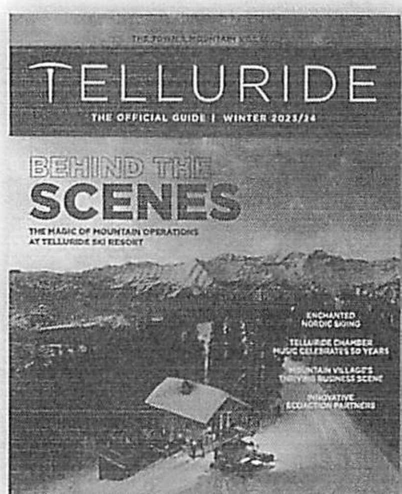
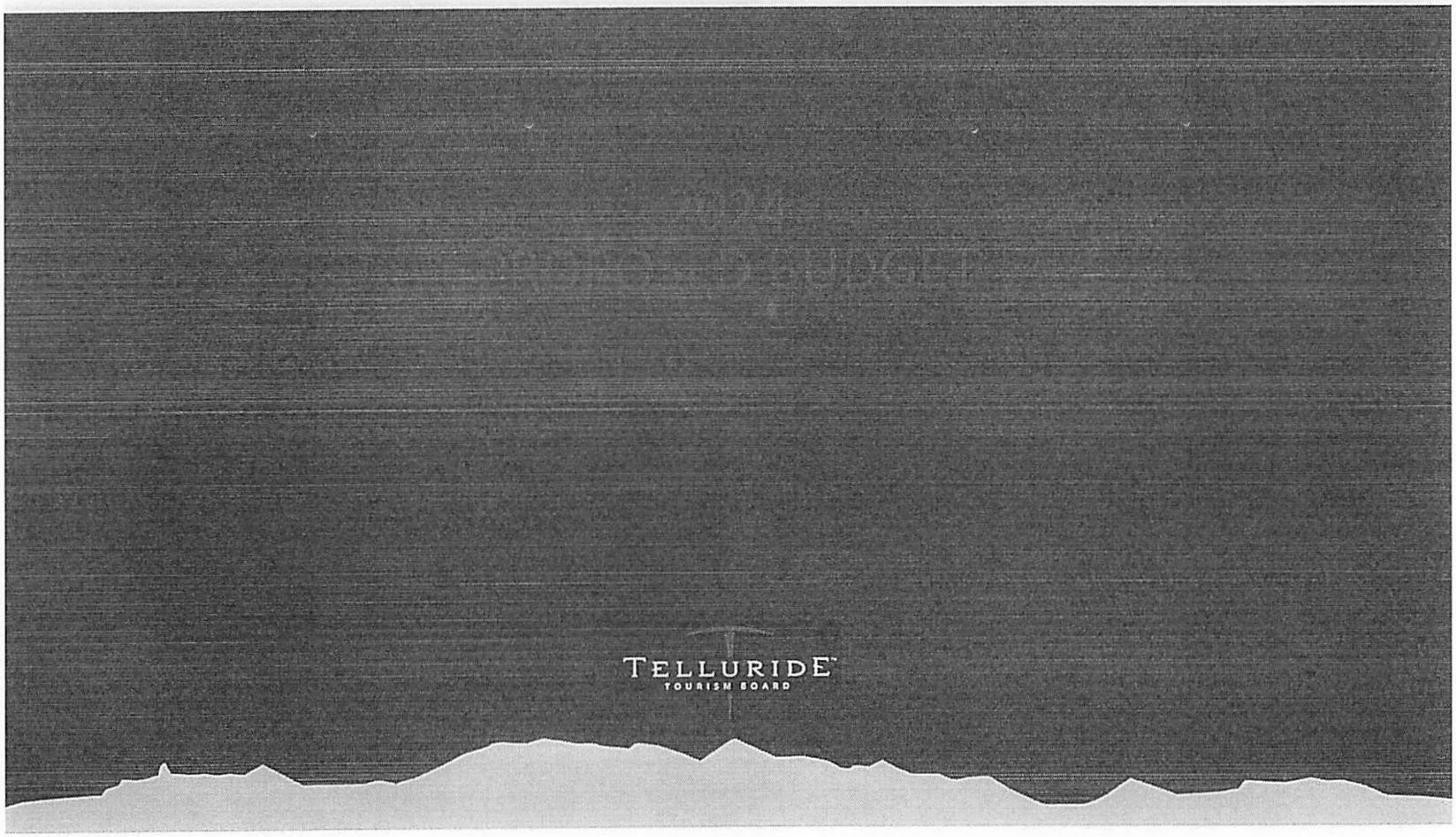
2024 San Miguel County Initiatives



- Operate the Visitors Center and Guest Services program
- Maintain Telluride.com, the official website of the destination
- Operate Central Reservations
- Provide professional lodging & visitor metrics
- Communications/collateral development & distribution
- Visitor Guide development & production
- Public Relations management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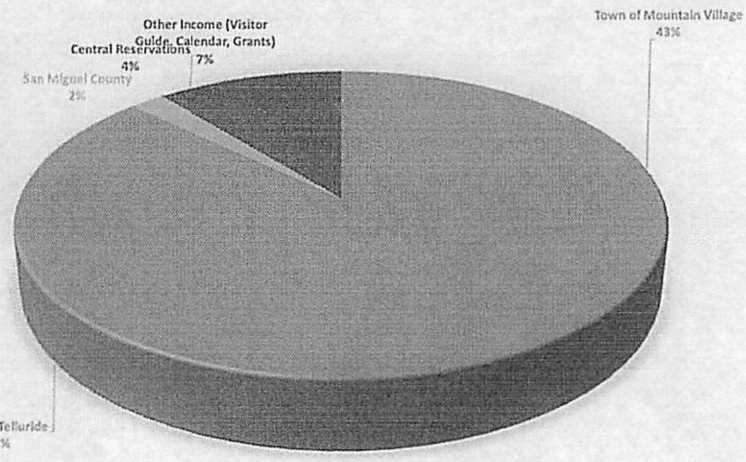
TOURISM BOARD

2024 Draft Funding Sources & Budget

	Funding Source	Amount
	Town of Mountain Village	$1,500,000
	Town of Telluride	$1,500,000
*	**San Miguel County**	**$70,000**
	Central Reservations	$133,200
	Other Income (Visitor Guide, Calendar, Grants)	$242,000
	Total 2023	$3,445,200



* Budget estimate based on 2022 San Miguel County Tax revenues.

TELLURIDE

Thank you for your support!

TELLURIDE

Carmen Warfield <carmenw@sanmiguelcountyco.gov>

Re: 2024 Telluride Tourism Board Agreement with the Lodging Tax Panel

1 message

gretchen.wells@gmail.com <gretchen.wells@gmail.com> Thu, Jan 11, 2024 at 10:04 AM
To: Alex Barry <alex@alpinelodging.com>
Cc: John Duncan <john@tellurideoutside.com>, Carmen Warfield <carmenw@sanmiguelcountyco.gov>

I do too. Sent my reply but probably only sent to Carmen.
Thanks everyone!
Gretchen
Sent from my iPhone

To Send in DocuSign

On Jan 11, 2024, at 9:55 AM, Alex Barry <alex@alpinelodging.com> wrote:

Thanks, John. I also approve.

Alex Barry
Chief Financial Officer

T: 970-729-8970
E: alex@alpinelodging.com <RSImage-1006730.png>
<RSImage-1006728.png>

A: PO Box 889, 101 E Colorado Ave Telluride CO 81435 I View Map >

From: John Duncan <john@tellurideoutside.com>
Sent: Thursday, January 11, 2024 9:47 AM
To: Carmen Warfield <carmenw@sanmiguelcountyco.gov>
Cc: Gretchen Wells <gretchen.wells@gmail.com>; Alex Barry <alex@alpinelodging.com>
Subject: Re: 2024 Telluride Tourism Board Agreement with the Lodging Tax Panel

Yes, I approve. I'm sorry for my slow response, was traveling internationally but am now back in Telluride.

Thanks, everyone.

John Duncan

John Duncan
GM and Co-Owner
Telluride Outside/Telluride Angler

970-728-3895
tellurideoutside.com

Fly Fishing | 4-WD Tours | Rafting | SUP | Snowmobile Tours

On Tue, Jan 9, 2024 at 3:35 PM Carmen Warfield <carmenw@sanmiguelcountyco.gov> wrote:

Attached is the report and agreement for the Lodging Tax Panel with Telluride Tourism Board. I would like to put this in DocuSign for the chair's signature if you approve of the content and continuing this relationship with the Telluride Tourism Board as the Lodging Tax Panel.

Carmen L. Warfield

Chief Deputy Clerk - BOCC

San Miguel County

333 W. Colorado Ave, 3rd Floor

PO Box 1170

Telluride, CO 81435

970-369-5429

970-708-8399 cell

E:carmenw@sanmiguelcountyco.gov

W:www.sanmiguelcountyco.gov

In painting, you have unlimited power. You have the ability to move mountains. You can bend rivers. But when I get home, the only thing I have power over is the garbage. Bob Ross