

TOWN OF GRANBY

Board of Trustees

MEETING DATE: JULY 14, 2020

- Consent Agenda**
- Resolution or Ordinance**
- Citizen Requests**
- Public Hearing**
- Committee/Staff Reports:**
- TOWN CLERK**
- FINANCE DIRECTOR**
- BUILDINGS AND STREETS**
- ECONOMIC DEVELOPMENT**
- PUBLIC SAFETY**
- RECREATION**
- WATER DEPARTMENTS**
- MAYOR**
- TOWN MANAGER**
- TOWN ATTORNEY**
- Other**
- Executive Session**
- Workshop**

TIME OF AGENDA ITEM: 7:30 PM

Agenda Request No. 7

MEETING TO BE HELD AT:
Town Hall, Zero Jasper Avenue
Granby, CO 80446

**(7) DISCUSSION AND POSSIBLE APPROVAL OF THE CHAMBER OF COMMERCE
MEMORANDUM OF UNDERSTANDING
7:30 PM**

MEMO



To: Mayor and Board of Trustees
From: Ted Cherry, Town Manager
Cc: Deb Hess, Town Clerk
Date: 7.14.2020
Re: Chamber of Commerce MOU

Background: After a considerable amount of back and forth the Chamber and Staff have agreed upon an Memorandum of Understanding. The MOU state out some of the priorities for the Town and Chamber as well as a few items that can protect the Town. Additionally, the MOU has the scope of services detailing the funding arrangement with the Town.

This would still need to be approved by the Chamber Board, but the director has stated it should work for them.

Financial Impact: As listed in the Scope of Services

Recommendation: Manager would recommend approval of the MOU as provided.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF GRANBY, COLORADO AND THE GRANBY CHAMBER OF COMMERCE**

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2020, between the Town of Granby, Colorado ("Town"), a statutory municipality; and the Granby Chamber of Commerce ("Chamber"), collectively "the Participants," to outline the Participants respective responsibilities to each other.

Recitals

Whereas, the Town has long been recognized as a hub of Grand County; and

Whereas, business development, growth, retention, and recruitment are important to the Town; and

Whereas, the Town would like to encourage tourism growth within the community, and

Whereas; the Town desires to have a strong Main Street Program, and

Whereas; the Town believes the Chamber is best suited to fulfill certain aspects of community development for the Town; and

Therefore, it is the Participants' understanding and intention that this MOU identify the roles and responsibilities of the Participants and how they will work individually and collectively to promote the Town in a positive and growth-oriented way.

1. Scope of Services

- a. The Chamber shall furnish all labor and materials required to perform the services, tasks, and responsibilities which are described for the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference
- b. Should changes to the Scope of Services be needed/ made, the Chamber Director shall work with the Town Manager to make proper changes
- c. The Chamber shall run and maintain the Main Street Program
- d. The Chamber shall promote the Town to be attractive to tourists, businesses, and visitation

2. Funding

- a. The Town agrees to provide funding to the Chamber in the amounts and at the times set forth in the Scope of Services, attached as Exhibit A. Where the Town is to reimburse the Chamber, the Town shall pay the Chamber within 30 days of the submittal of a written invoice to the Town.
- b. The Chamber shall establish a budget for the Scope of Services and show the Town's contributions under this MOU as a revenue source and the applicable expenditures allocated to the Services. Upon the reasonable request of the Town, but no more frequent than quarterly, the Chamber shall report to the current status of the budget. By June 1 of each year, the Chamber shall provide a copy of its annual review report of the Chamber's finances for the previous year to the Granby Town Manager.

3. Insurance

- a. The Town shall provide no additional insurance to the Chamber
- b. Each Participant shall be liable for its own actions, and those actions of the Participant's agents, employees, or contractors.

4. Miscellaneous

- a. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this MOU, the monetary limitation or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. 2410-101, et seq., as amended, or otherwise available to the Town and its officers, attorneys, or employees
- b. Any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year

5. Term

- a. This MOU shall commence on the effective date, and shall terminate December 31, 2020, unless terminated earlier by either party.
- b. Either Party may terminate this MOU with or without cause upon 30 days advance written notice.

Town of Granby:

Chamber of Commerce:

Deborah J.K. Shaw
Mayor Pro-Tem

Deborah K. Hess, CMC
Town Clerk

EXHIBIT A
SCOPE OF SERVICES

Duties and Compensation

During the term of this Agreement, the Chamber shall perform the following and the Town agrees to provide the following funding for such services:

- Visitors Center Operation – (\$115,000 annually) The Town has provided and shall continue to provide monthly payments in the amount of \$9,583.34 for the for the operation of a Visitors Center located at 516 East Agate Avenue, Granby, CO 80446. Such funds shall be used for staffing during designated business hours of the Visitor Center to the extent practicable and remotely when required keeping in mind the mission of the Visitor Center rather than the actual hours, production of general information and marketing collateral, operation of phones, email, websites and social media, and programming of the message sign located within the downtown parking lot. The Chamber shall not be liable for maintenance of the Town’s message sign.
- Special Events Operations and Promotion – (\$25,000) The Town shall pay the Chamber as a sponsor for certain Special Events Operation and Promotions. Funds from the Town may be utilized by the Chamber for all components of such events including production management, operations management, stage and backstage management, logistical direction, vendor management, permitting, artist relations, sponsorship activation, safety and security, box office and ticketing services, event marketing, promotions and media placement. A detailed scope of service and invoice for each special event shall be provided to the Town three weeks prior to the special event for the Town’s approval and payment. Quarterly reports with a detailed financial accounting of any special events occurring within that quarter shall be made to the Town Board of Trustees.

The \$25,000 shall be utilized as follows:

- \$1,000 for an All Chamber Mixer;
 - \$12,500 for Fourth of July events comprised of \$5,000 for the Fourth of July Parade and Fireworks within the Town, \$2,500 for funding the Westernaires to participate in the Granby Rodeo, and \$5,000 toward the Fourth of July Color Run within the Town of Granby;
 - \$500.00 for the Trick or Treat Main Street event;
 - \$1,000 for the All Chamber Holiday Mixer;
 - \$1,000 for the Farmers Market;
 - \$7,500 for the Three Lakes Ice Fishing Tournament; and
 - \$1,500 for the Friday Night at the Lot special event.
- Main Street Seminar Match- (not to exceed \$5,000) The Town shall reimburse the Chamber for up to \$2,375 toward attendance for the Chamber’s employee(s) to attend the Main Street Seminar. This is a match by the Town that requires the Chamber to obtain a Main Street Seminar Grant for \$2,625. The Town shall apply for the Main Street Grant on behalf of the Chamber and provide any Grant funds

to the Chamber.

- Dues and subscriptions-\$350) The Town has paid \$350 to the Chamber for membership and subscription services provided by the Chamber.
- Marketing of the Town- (not to exceed \$35,000) The Town shall pay the Chamber an amount not to exceed \$35,000 for promotion and marketing of the Town. The Town and the Chamber will agree on the scope and cost of such marketing prior to the Chamber's expenditure of any funds.
- Banners and Holiday Decorations within the Town. (not to exceed \$25,000) The Town shall pay the Chamber an amount not to exceed \$25,000 for the Chamber to install and maintain or cause to have installed and maintained banners and holiday decorations within the Town. The Town and the Chamber will agree on the banners and decorations for Town approval and payment, as well as, the terms for payment, prior to the Chamber's expenditure of such funds.