

Custer County Tourism Board Minutes

April 10, 2018

9:00 a.m.

Commissioners' Meeting Room

Please see attached Agenda

1. Chairman Bob Weisenbach called the meeting to order at 9:00 a.m., followed by the Pledge of Allegiance.
2. Bob Weisenbach, Jay Printz, Greg Smith, Angie Arterburn, Rene Smith and Brent Bruser were in attendance
3. Visitors Kit and Trina Tyler were recognized, as was BOC Commissioner Tom Flower.
4. Member Reports:

Greg Smith reported on the activities of the Web Committee. Web editor, Amy Moulton, has arranged a most-cost-effective workflow and management program for web photos. She will collect, sort, and re-populate photos on the site. The site currently hosts approximately 80 photos. She will also re-refresh for the seasons. Jay Printz suggested Amy Moulton be invited to attend and present to the tourism board periodically. Please note the estimated annual photo-licensing budget will fall between \$2000 and 4000. Moulton's photo updates will generally occur annually. License agreements with photographers will typically expire two years from issue. This photo management process may evolve further over time. Greg Smith also noted that by outsourcing this function to Amy Moulton we should reduce the cost of administration by Vista Works.

Discussion followed on recent emails from Bryan Jordan. It was agreed that Brent Bruser would respond and copy the Board.

The Board discussed the CTO Leads Program and it was agreed Mr. Jordan would be directed to have the CTO Sales Rep follow-up with a proposal, preferably at a regular Tourism Board Meeting.

Angie Arterburn reported on the results of her informal survey of tourism site's listings of non-tourism related businesses. Much discussion followed with the result that the Board website would permit listings for all county businesses. The web committee will review the site categories to insure focus. Tourism-related businesses will be given priority.

Rene Smith reported on Chamber activity as well as on administration work for the Tourism Board. It was a routine month with limited activity.

Brent Bruser reviewed the March 31, 2018 end of the month F/S which were previously emailed to all members. On motion by Bruser, second by Greg Smith, the report was approved unanimously.

Brent Bruser presented a 3/31/2018 YTD Actual Expenditure to Budget.

SEE EXHIBIT A

Discussion Followed. No board action was required.

A general discussion followed on projected 2018 expenditures. YTD the Tourism Board has expended \$6,100.05. The remaining budgeted item included the following.

Chamber Adm Agreement	\$3665.00
LAVA (web editor)	5,000
VistaWorks	6,500
Conferences	1,000
Treasurer Commission	1500
CART, Discover Guide	1500
	\$19,165
Regional Publications, Advertising	TBD
Collateral Material Printing	TBD
Picture Licensing Fees	2,000 – 4,000 estimate
Live Cam	TBD

There is approximately \$7,500 – 8,000, which can be allocated to the last four items noted.

SEE EXHIBIT A

The Board undertook a review of our current official positions. It was noted that a review of our by-laws requires the position of Chairman, Vice Chair and Secretary-Treasurer.

Upon motion by Brent Bruser, with a second by Bob Weisenbach, the position of Secretary held by Angie Arterburn was withdrawn. Brent Bruser concurrently resigned as Vice Chair and Treasurer and was subsequently appointed Secretary-Treasurer while Mr. Smith was appointed Vice Chair. Discussion followed. Motion passed unanimously. Jay Printz abstained.

The CART *Discover Guide* ad was reviewed. Greg Smith reported the printing and distribution is on schedule but under the control of CART. We anticipate printing later this month with distribution to begin shortly thereafter.

Greg Smith reported on the County Branding grant. Approximately 65 survey responses have been submitted. The on-line survey closed 4/5/2018 and the process is in the hands of the Steering Committee and the Branding Team. The

schedule calls for research findings to be presented to the Steering Committee with a final value proposition, tag-line, and logo in early May followed by a written marketing plan.

Jay Printz offered to host the Community Branding Presentation at the June 29th BOCC meeting. This item was added to the BOCC agenda.

Brent Bruser distributed copies of the following:

1. Vista Works Marketing Plan Development and website management plan.
2. Letter of Agreement and Engagement between the Chamber of Commerce and Tourism Board
3. Letter of Agreement and Web Editor Work Contract between Amy Moulton/LAVA Research Inc., and Custer County Tourism Board.

Brent Bruser shared the annualized expense projections and impacts on the 2018 budget. Discussion followed. No action was required.

SEE EXHIBITS C, D, E

The issue of member terms was reviewed in detail.

SEE EXHIBIT B

After much discussion it was agreed that current membership and terms are as follows:

Bob Weisenbach	1/20
Angie Arterburn	1/19
Brent Bruser	1/19
Greg Smith	1/21
Rene Smith	1/19 Ex Officio
Jay Printz	Yearly Appointed

The SOCO Tourism Conference will be held in Pueblo, Colorado Wednesday May 16th through Friday the 18th. Bob Weisenbach encouraged all to attend as schedules permit. Angie Arterburn will attempt to negotiate a registration discount for our attendees and will report back via email. The Board felt it would be beneficial for either Kit or Tina Tyler, owners of The Westcliffe Inn, to also attend as representatives of the Tourism Board. Attendees will be confirmed at the May 8th Tourism Board Meeting.

Discussion of Bank web camera. Angie Arterburn agreed to take ownership of this idea and follow up with Bryan Jordan, Vista Works, and the bank, then will report back to the board. Mr. Tyler introduced the idea of partnering with KRDO for a

dedicated webcam. The \$800/month cost insures a contractual number of on-air visits, which generates a very high volume of exposure on the Front Range. This item will be deferred for possible discussion during the 2019 budget preparations.

Angie Arterburn presented three print publication opportunities, all with submission deadlines requiring board action at this meeting. Much discussion followed on the three including the *Pueblo Chieftain Visitors' Guide*, which includes Pueblo West. Total Circulation is approximately 40,000. Cost per half-page ad is less than \$800. The board agreed to have Angie submit the *Discover Guide* ad.

The second publication, *Mountain Mail*, covers Chaffee and Lake counties and has a robust distribution list exceeding 165 locations. A full-page ad costing \$1600 was discounted to \$1,029 in their 2018 Summer Adventure Guide.

The third publication, *Country Life Magazine*, publishes 6x per year and will cost \$685 per issue for a half-page placement. Approval granted for three placements, or half the year.

Discussion followed with input from the Tylers and all board members on circulation, markets reached, creative pricing, placement options, prior experience and results. After a thorough discussion, ad placements were approved unanimously. Angie Arterburn is to circulate the creative ad designs for Board review and approval. Time is of the essence.

The meeting was adjourned at 12:30 p.m.

Signed,



Brent Bruser
Secretary-Treasurer

Budget 3/31/2018 YTD Tourism Board Expense vs Budget

7,500 ^{xx}	I Contract Labor	
	Vista Works Credit	< 2100 ^{xx} >
	Chamber	
	240, 265, 220	735 ^{xx}
	Vista Works Web Hosting	149.70
	Planning Retreat Lunch	47.38
	hAVA, web editor	500.00
	total	\$1432.08
6,500 ^{xx}	II Third Party Advertising	
	grants: 4 @ 500	2000 ^{xx}
	KLZR - underswritng	600 ^{xx}
	CART - Discover Guide	600 ^{xx}
	total	\$ 3200.00
0 -	III Communication	
	Event Sign-ups	47.25
	Tribune Ad	222.00
	total	\$ 269.25
15,000	IV Professional Services	
	Vista Works Planning Retreat	\$ 1000.00
1000.00	V Travel	
	YTD	- 0 -
- 0 -	VI Dues, Meeting	
	Event Sign-ups, Tony's Pizz	198.72
1470	VII Treasurer's Commission	
\$30,470		6100.05
		< 2100 >
	Remainng \$25,369.95	\$4000.05

Printz *Sheet B*

Appointments made to serve on regional Boards and Commissions by unanimous vote

BOARD	APPOINTEE	TERM EXPIRATION
Upper Arkansas Area Council of Governments Board (UAACOG)	Jay Printz	
UAACOG Recycling Board	Jay Printz Dennis Sprecher	
UAACOG Workforce Investment Board	Tom Flower Charles Bogle Chuck Steigerwalt, Business Rep	
Southern Colorado Economic Development Dist. (SCEDD)	Jay Printz Marilyn Stodola	
Airport Advisory Board (1-year term)	Bob Jolley Bob Koester Dan Green Lynn LaGree Dallas Anderson Allen Butler	1/19 1/19 1/19 1/19 1/19 1/19
911 Authority Board	Tom Flower Bill Canda	
Custer Emergency Service	Bill Canda Jay Printz	
Action 22	Tom Flower/Bill Canda Jay Printz Chuck Steigerwalt Charles Bogle	
Colorado Film Commission	Jay Printz/Tom Flower Marilyn Hennessy	
Transportation Planning Region/ Special Transit Advisory Commission	Bill Canda	
Scenic By-Ways	Bill Canda	

CRETAC Representatives	Elizabeth Archuleta Elisa Magnuson, PHN Dave Tonsing, Fire Chief	
Alternates:	Cindy Howard, OEM Larry Weber, SAR	
Director of Ambulance Licensure and Inspection	CRETAC	
Planning Commission (3-year term)	Dale Mullen Pat Bailey Vic Barnes Bill Donley Patrick Lynch Keith Hood Chris Nordyke	1/19 1/19 1/19 1/19 1/20 1/20 1/20
Board of Zoning Adjustment (3-year term)	Ken Patterson Sr. Jean Canterbury Brad Hartbauer Lockett Pitman Mike Carter	1/19 1/21 1/20 1/20 1/21
Associates to the Planning Commission & Board of Zoning Adjustment (1-year term)	Skip Northcross Lance Ingram Mike Shields Darrell Windland James Heath	1/19 1/19 1/19 1/19 1/19
Custer County Tourism Board (3-year term)	Jay Printz Bob Weisenbach Angie Arterburn Brent Bruser Gregory Smith Rene Smith	1/20 1/21 1/19 1/21 1/19 Ex Officio
West Custer County Library Board (3-year term)	Dave Heppe Debbie Rabinowitz Amy Bauer Bar Scott Jim Gearhart J.D. Henrich Renee Tobin	12/20, President 12/20, VP 12/19, Treas. 12/19, Sec. 12/18 12/18 12/20

Extension Advisory Board (3-year term) TBD pending new hire	Cheryl Laramore (4-H Foun.) Mary Gompf (Family/Consumer) Pat Bailey (Com Dev) Bill Baker (Fair & Econ Dev) Carole Custer (at-large) Jordan Hedberg (Ag) Vacant (4-H Youth) Janet Freeburg (4-H) Roger Gregg (weed advisor) Sue Shoultz (alternate) Katie Smith Lia Coleman Vacant	1/20 1/20 1/20 1/20 1/19 1/19 1/18 1/18 1/18 1/18 1/20 (FFA Advisor) (CSU Ext)
Fair Board (3-year term)	Audrey Gluschke Diane Rose George Koons Alisha Shy Marlissa Gonzalez Cheryl Laramore Duane Foster Lynetta Gillmore Sue Roberson Ileen Squire Brianna Evert Lia Coleman Vacant	1/20 1/20 1/20 1/19 1/19 1/20 1/21 1/21 1/21 1/20, Sale Com. 1/20, Sale Com. FFA Advisor CSU Extension
Weed Advisory Board (1-year term) TBD pending new hire	Tom Coffield Arlie Garrison Bill Donley Dick Downey Jeff Outhier Roger Gregg Rick Romano Jana Rapetti Roger Squire Vacant	1/18, CDOT 1/18, CDOT At Large At Large USFS At Large NRCS Fremont County R&B CSU Ext

Wetmore Community Center Board (1-year term)	Alden Gray John Spaar Ruth Spaar Ruth Roper Nancy Kreuz Courtney Davenport Nan Davenport	1/19, President 1/19, Vice Pres 1/19, Sec/Treas 1/19 1/19 1/19 1/19
Wetmore Community Library Board (1-year term)	Nan Davenport Gerry Draper Bernadette Castillo Ruth Spaar Julie Skinner Joy Iden	1/19, Director 1/19, President 1/19, Treasurer 1/19, Secretary 1/19, Vice Pres
Affordable Housing Committee (1-year term)	Monty Lee Mike Liebman Charles Bogle Wendy Rusk Roger Camper Mike Carter	1/19 1/19 1/19 1/19 1/19 1/19
Enterprise Zone Representative	Charles Bogle	1/19
UAACOG Revolving Loan Representative	Wendy Rusk Charles Bogle (alternate) Paul Wenke (alternate)	1/19 1/19 1/19
Arkansas Basin Round Table Representative	Keith Hood	1/19

Appointments made to serve on regional Boards and Commissions by unanimous vote.

Upper Arkansas Area Council of Governments Board (UAACOG)	Jay Printz
UAACOG Recycling Board	Jay Printz Dennis Sprecher
UAACOG Workforce Investment Board	Donna Hood Charles Bogle Chuck Steigerwalt Business Rep
Southern Colorado Economic Development Dist. (SCEDD)	Donna Hood Marilyn Stodola
Airport Advisory Board (1-year term)	Bob Jolley Bob Koester Dan Green Jack Decker Dallas Anderson Allen Butler
911 Authority Board	Donna Hood Bob Kattnig
Custer Emergency Service	Bob Kattnig Jay Printz
Action 22	Bob Kattnig/Donna Hood/Jay Printz Chuck Steigerwalt Charles Bogle
Colorado Film Commission	Jay Printz/Donna Hood Marilyn Hennessy
TPR/STAC	Bob Kattnig
Scenic By-Ways	Bob Kattnig

Appointments to serve as county level positions on Boards and Commissions.

SECRETAC Representatives	Chuck Ippolito Elizabeth Archuleta OEM Director County Public Health Nurse
Director of Ambulance Licensure And Inspection	SECRETAC

Planning Commission (3-year term)	Dale Mullen	1/19	
	Pat Bailey	1/19	
	Vic Barnes	1/19	
	Bill Donley	1/19	
	Patrick Lynch	1/18	
	Keith Hood	1/20	
Board of Zoning Adjustment (3-year term)	Chris Nordyke	1/20	
	Ken Patterson Sr.	1/19	
	Jean Canterbury	1/18	
	Brad Hartbauer	1/20	
	Lockett Pitman	1/20	
	Rob McIlwraith	1/20	
Alternates to the Planning Commission & Board of Zoning Adjustment (1-year term)			
	Skip Northcross	1/18	
	Lance Ingram	1/18	
	Mike Shields	1/18	
	Steve Henning	1/18	
	Mike Carter	1/18	
Custer County Tourism Board 3/8/17 as full member)	Donna Hood		
	Bob Weisenbach	1/20	
	Jackie Bubis	1/19	
	Brent Bruser	1/19	
	Gregory Smith	1/18 (appointed)	
	Rene Smith	1/18 Ex Officio	
West Custer County Library Board (3 year term)	Dave Heppe	12/17	(President)
	Debbie Rabinowitz	12/17	(VP)
	Amy Bauer	12/19	(Treasurer)
	Bar Scott	12/19	(Secretary)
	Jim Gearhart	12/18	
	J.D. Henrich	12/18	
Extension Advisory Board (3 yr. term)	Renee Tobin	12/17	
	Cheryl Laramore (4-H Foun.)	1/20	
	Mary Gompf (Family/Consumer)	1/20	
	Pat Bailey (Com Dev)	1/20	
	Bill Baker (Fair & Econ Dev)	1/20	
	Carole Custer (at-large)	1/19	
	Jordan Hedberg (Ag)	1/19	
	Ashley Gillum (4-H Youth)	1/18	
	Janet Freeburg (4-H)	1/18	
	Roger Gregg (weed advisor)	1/18	
	Sue Shoultz (alternate)	1/18	
	Katie Smith	1/20	
	Lia Coleman		(FFA Advisor)
	Robin Young		(CSU Ext)

Fair Board (3 yr. term)	Audrey Gluschke	1/20	
	William Baker	1/20	
	Diane Rose	1/20	
	George Koons	1/20	
	Alisha Shy	1/19	
	Marlissa Gonzalez	1/19	
	Scott Rowley	1/19	
	Duane Foster	1/18	
	Lynetta Gillmore	1/18	
	Sue Roberson	1/18	
	Karalee Rowley	1/20	Sale Committee
	Ileen Squire	1/20	Sale Committee
	Brianna Livengood	1/20	Sale Committee
	Deborah Fischer	1/20	Sale Committee
	Lia Coleman		(FFA Advisor)
	Robin Young		(CSU Extension)

Weed Advisory Board (1-year term)	Tom Coffield	1/18	(CDOT)
	Arlie Garrison	1/18	(CDOT)
	Bill Donley	1/18	(Member at Large)
	Dick Downey	1/18	(Member at Large)
	Jeff Outhier	1/18	(USFS)
	Roger Gregg	1/18	(Member at Large)
	Rick Romano	1/18	(NRCS)
	Jana Rapetti	1/18	(Fremont County)
	Roger Squire	1/18	(R&B)
	Robin Young		(CSU Ext)

Wetmore Community Center Board (1-year term)	Alden Gray	1/18	Chairman
	John Spaar	1/18	Vice Chair
	Ruth Spaar	1/18	Sec/Treas
	Ruth Roper	1/18	
	Nancy Kreuz	1/18	
	Rose Hidlebaugh	1/18	
	Nan Davenport	1/18	
	Margie White	1/18	

Wetmore Community Library Board (1 year term)	Nan Davenport	1/18	Director
	Gerry Draper	1/18	Chairman
	Bernadette Castillo	1/18	Treasurer
	Ruth Spaar	1/18	Secretary
	Julie Skinner	1/18	
Volunteer	Joy Iden	1/18	
	Ann Harwood		

Affordable Housing	Monty Lee	1/18
	Mike Liebman	1/18
	Charles Bogle	1/18
	Wilson Jarvis	1/18
	Wendy Rusk	1/18
	Mark Paylor	1/18
	Roger Camper	1/18
	Mike Carter	1/18
Enterprise Zone Representative	Charles Bogle	1/18
UAACOG Revolving Loan Representative	Wendy Rusk	1/18
	Charles Bogle (alternate)	1/18
	Paul Wenke (alternate)	1/18

MARKETING PLAN DEVELOPMENT

Consult and help develop a strategic marketing plan for Custer County.
Incorporate all branding suggestions and prepare for roll-out early summer of 2018.

FLAT RATE \$1,000

WEBSITE MANAGEMENT PLAN + 3 HOURS OF CONTENT UPDATES

See sales sheet for details. We will use the 3 hours of contracted time.

\$324 PER MONTH

- Includes all Facebook consultation, setup, etc. (not content development)
- Includes webcam consultation
- Includes hosting, website management (hosting was free for the first year, normally \$30/mo for you)

SOCIAL MEDIA

Normally our Social Media management programs start out at \$400/mo (see attached sales sheet). In order to accommodate your budget I'm suggesting that we modify the tasks that we would normally do to include only the following:

- Consultation with local Custer County content developer
- Post scheduling
- Post format for best engagement
- Post targeting best practices consultation
- Setup of look-a-like audiences, and consultation on use of audiences for ad targeting
- Incorporation of branding and messaging
- Post comment responses

These tasks will be part of a monthly retainer.

WEBSITE UPDATING

- Editing photographs we solicit and collect to update the site
- Updating selected photographs on site
 - VW - setup specs (size, meta-data)
 - VW - track license
 - VW - to collect 500 pics. We pick which ones go where. And we post
 - VW - list of topics we need pics for
- Updating categories and menus, as directed
- Serving as a publishing (to website) resource for a local editor hired by Custer County

APPLYING FOR TOURISM MARKETING GRANTS

\$1,000

BUDGET BREAKDOWN

\$10,000	Custer Annual budget
- \$1,000	Marketing Plan development
- \$1,000	Tourism Grant Applications

= \$8,000 / 12 = \$666 /mo monthly budget after flat rate expense

\$666 - \$324/mo VW management = \$342/mo

So, you will have \$342/mo left over for ad buys. As part of the strategic marketing plan, we will develop a budget on a bell curve that has higher amounts during planning and season, and lower in off season. If grants are successful, then just tack on that amount.

2018

① \$1000 . planning ✓

② 342/monthly Mgt x 10 = 3420

③ 342/monthly Ad Buys x 9 = 3078

\$ 7500 Aggr

Independent Contractor Agreement For Marketing and Consultation

This Agreement is made between Custer County ("Client"), with a principal place of business at 205 6th Street, Westcliffe, CO 81252, and Global Vista Technologies, Inc. dba VistaWorks ("Consultant"), with a principal place of business at 527 US Highway 24N (Mailing Only: PO Box 4629), Unit C, Buena Vista, CO 81211.

1. Services to be Performed

The Consultant agrees to perform the following services:

1. Marketing Plan Development for \$1,000
2. Website Management and Consultation for \$324/mo

These services are described in the document entitled, "2018 Proposal for Custer County.pdf", hereafter referred to as Exhibit A, which is attached to this Agreement.

The service of Applying for Tourism Grants will not be part of this agreement, but may be added in the future.

2. Payments

A Payment schedule is outlined Exhibit A, and above.

3. Invoices

Consultant shall submit invoices for all services rendered. Client shall pay the amounts due within 30 days of the date of each invoice, and payment is due "upon receipt"

NOTE:

Client pays all invoices received from vendors on the last business day of each month. In order to assure payment on a timely basis, Consultant must submit its invoices no later than the 15th day of the month.

4. Late Fees

Late payments by Client shall be subject to late penalty fees of 5 % per month from the due date until the amount is paid.

5. Expenses

Consultant shall be responsible for all expenses incurred while performing services under this Agreement, not including travel related expenses.

However, Client shall reimburse Consultant for all reasonable travel and living expenses necessarily incurred by Consultant while away from Consultant's regular place of business to perform pre-approved services under this Agreement. Consultant shall submit an itemized statement of such expenses. Client shall pay Consultant within 30 days from the date of each statement. All travel and related expenses must be pre-approved by the Client.

Consultant is also not financially responsible for the purchase of stock photography or videography, or licensing of photography or videography under this agreement. The Custer County Tourism Board will establish a budget for licensing such content.

6. Materials

Consultant will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

7. Terms of Service

In addition to any terms of service outlined in this agreement, client agrees to be bound by the terms of service posted on consultant's website, www.vistaworks.com

8. Term of Agreement

This agreement will become effective 3/1/2018 and when signed by both parties and will terminate on the earlier of:

- 12/31/2018, or
- the date a party terminates the Agreement as provided below.

9. Terminating the Agreement

With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of termination for cause. Reasonable cause includes:

- a material violation of this agreement, or
- nonpayment of Consultant's compensation after 20 days' written demand for

payment.

10. Releases

Client shall obtain all necessary copyright permissions and privacy releases for materials included in the Designs at Client's request. Client shall indemnify Consultant against all claims and expenses, including reasonable attorney fees, due to Client's failure to obtain such permissions or releases.

11. Copyright Notice and Credit Line

A copyright notice and credit line in Consultant's name may accompany any reproduction or Designs.

12. Independent Contractor Status

Consultant is an independent contractor, and neither Consultant nor Consultant's staff is, or shall be deemed, Client's employees. In its capacity as an independent contractor, Consultant agrees and represents, and Client agrees, as follows:

Consultant has the right to perform services for others during the term of this Agreement subject to noncompetition provisions set out in this Agreement, if any.

Consultant has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.

Consultant has the right to perform the services required by this Agreement at any place or location and at such times as Consultant may determine.

Consultant will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that Consultant's work must be performed on or with Client's computer or existing software.

The services required by this Agreement shall be performed by Consultant, or Consultant's staff, and Client shall not be required to hire, supervise or pay any assistants to help Consultant.

Consultant is responsible for paying all ordinary and necessary expenses of its staff.

Neither Consultant nor Consultant's staff shall receive any training from Client in the

professional skills necessary to perform the services required by this Agreement.

Neither Consultant nor Consultant's staff shall be required to devote full time to the performance of the services required by this Agreement.

Client shall not provide insurance coverage of any kind for Consultant or Consultant's staff.

Client shall not withhold from Consultant's compensation any amount that would normally be withheld from an employee's pay.

13. Local, State, and Federal Taxes

Consultant shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Client will not:

- withhold FICA from Consultant's payments or make FICA payments on Consultant's behalf
- make state or federal unemployment compensation contributions on Consultant's behalf, or
- withhold state or federal income tax from Consultant's payments.

The charges included here do not include taxes.

14. Intellectual Property Ownership

Consultant shall retain all copyright, patent, trade secret, and other intellectual property rights Consultant may have in anything created or developed by Consultant for Client under this Agreement or prior to the start of this agreement. Consultant grants Client a nonexclusive worldwide license to use the Work Product for the purpose of developing and marketing its products. The license shall have a perpetual term and may not be transferred by Client. This license is conditioned upon full payment of the compensation due Consultant under this Agreement.

Client shall retain ownership and intellectual property rights in anything created or developed by Consultant for Client under this Agreement. This ownership is conditioned upon full payment of the compensation due Consultant under this Agreement.

15. Moral Rights Waiver for Works of Art

Consultant waives any and all moral rights or any similar rights in the work created or developed by Consultant under this Agreement ("Work Product") and agrees not to institute, support, maintain, or permit any action or lawsuit on the grounds that Client's use of the Work Product:

- constitutes an infringement of any moral right or any similar right
- is in any way a defamation or mutilation of the Work Product
- damages Consultant's reputation, or
- contains unauthorized variations, alterations, changes or translations of the Work Product.

16. Consultant's Materials

Consultant owns or holds a license to use and sublicense various materials in existence before the start date of this Agreement ("Consultant's Materials"). Consultant may, at its option, include Consultant's Materials in the work performed under this Agreement.

Consultant retains all right, title, and interest, including all copyright, patent rights, and trade secret rights, in Consultant's Materials. Subject to full payment of the consulting fees due under this Agreement, Consultant grants Client a nonexclusive worldwide license to use Consultant's Materials.

The license shall have a perpetual term and may not be transferred by Client. Client shall make no other commercial use of Consultant's Materials without Consultant's written consent.

17. Confidentiality

During the term of this Agreement and for 1 year afterward, Consultant will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information. Reasonable care means at least the same degree of care Consultant uses to protect its own confidential information from unauthorized disclosure.

Confidential information is limited to information clearly marked as confidential, or

disclosed orally and summarized and identified as confidential in a writing delivered to Consultant within 15 days of disclosure.

Confidential information does not include information that:

- the Consultant knew before Client disclosed it
- is or becomes public knowledge through no fault of Consultant
- Consultant obtains from sources other than Client who owe no duty of confidentiality to Client, or
- Consultant independently develops.

18. Warranties

THE GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT ARE PROVIDED AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS (UNLESS NOTED IN ANY ATTACHED EXHIBITS); INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. Limitation on Consultant's Liability to Client

- In no event shall Consultant be liable to Client for lost profits of Client or special, incidental, or consequential damages (even if Consultant has been advised of the possibility of such damages).
- Consultant's total liability under this Agreement for damages, costs, and expenses, regardless of cause, shall not exceed \$1000.
- Client agrees that it will indemnify and hold the consultant harmless from and against any and all claims for injuries, damages, or losses arising out of or directly related to the client's use, application, implementation, or operation of any services or benefits provided to the client by the consultant. Said indemnification shall include, but not be limited to, any and all damages arising out of any such claims along with costs and expenses associated with the defense of such claims, including, but not limited to, reasonable attorney fees.

- Consultant agrees that it will indemnify and hold the client harmless from and against any and all claims for injuries, damages, or losses, that are the direct result of any services provided to the client by the consultant. Said indemnification shall include, but not be limited to, any and all damages arising out of any such claims along with costs and expenses associated with the defense of such claims, including, but not limited to, reasonable attorney fees.

20. Contract Changes

Client and Consultant recognize that:

- Consultant's original cost and time estimates may be too low due to unforeseen events, or to factors unknown to Consultant when this Agreement was made
- Client may desire a mid-project change in Consultant's services that would add time and cost to the project and possibly inconvenience Consultant, or
- other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.

If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties, and added to this Agreement.

21. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

22. Exclusive Agreement

This is the entire Agreement between Consultant and Client.

23. Applicable Law

This Agreement will be governed by the laws of the state of Colorado.

24. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- when sent by fax or electronic mail, such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

25. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

26. Assignment and Delegation

Either Consultant or Client may assign rights or may delegate duties under this Agreement.

Signatures

Client: *[Name of Client]* _____

By: _____

Signature

Typed or Printed Name: _____

Title: _____

Date: _____

Consultant: *[Name of Consultant]* _____

By: _____

Signature

Typed or Printed Name: _____

Title: _____

Taxpayer ID Number: _____

Date: _____

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LETTER OF AGREEMENT AND ENGAGEMENT

To Mr. Wilson Jarvis, President
Chamber of Commerce

This Letter of Agreement and Engagement outlines the scope of work between the Custer County Tourism Board and the County Chamber of Commerce. Either party may cancel this agreement subject to 30 days notice.

The effective date will be January 1, 2018 and continue monthly thereafter until such time as it is amended or revoked.

The general scope of work to be provided by the Chamber of Commerce shall be the following:

Routine Maintenance of the Tourism Board website, VisitCusterCounty.com

1. Business Listing, including but not limited to:

- Addresses
- Phone numbers
- Placement on website's map
- Description of businesses
- Pictures
- Other business-related information

2. Routine Maintenance of the Calendar, including but not limited to:

- Posting of upcoming events in a timely manner
- Corrections to postings such as dates, times, locations, etc.
- Event descriptions, including pictures when available and appropriate

3. Communicate and coordinate with web site vendor for:

- Possible website adjustments that are editable through WordPress CMS
- Plugin and Core updates
- Security updates
- Routine content updates and other site related matters.

The Tourism Board will pay an hourly rate of \$20 for billable staff hours performed to maintain the Tourism Board website as noted above. The annual budget for the support fee and the billable hours shall not exceed the annual budgeted amount of \$4500 for the 2018 calendar year. This amount is subject to annual budget adjustments and will be

Visitor Center \$1800/yr
\$2700/yr Adm
@ 20/hr 135 hr

In addition to website maintenance, the Tourism Board acknowledges the importance of the Chamber's total tourism efforts including the value of its Visitor Center. The Tourism Board wishes to support and help to underwrite this facility by paying a \$150 per month fee. These monthly payments shall commence on January 1, 2018, and shall continue on the first day of each month thereafter until such time as this agreement is terminated. In return, the Chamber agrees to inventory and distribute various Tourism Board collateral materials such as maps, brochures, pamphlets, and related tourism materials.

Sincerely,

Date: 5/22/2014

Date: _____

Custer County Chamber of Commerce, President

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\$6000/annuall

2018 10 mos @

500 = \$5,000

**LETTER OF AGREEMENT
Web Editor Contract Work**

February 27, 2018

Dear Custer County Tourism Board:

The purpose of this agreement letter is to outline the services Lava Research, Inc., ("Editor") will provide to you, the Custer County Tourism Board ("Client"), along with the agreed-upon fees. The Editor will provide the following services:

- Update and correct information in posts and pages of VisitCusterCounty.com using WordPress platform.
- Research and craft new posts for VisitCusterCounty.com as needed.
- Maintain a consistent style of communication on VisitCusterCounty.com based upon the AP Style Guide and the website's Style Guide provided by the Client.
- Plan, research and write at least four social media posts monthly, in partnership with the Client's agency vendor (currently VistaWorks, Buena Vista, Colorado).
- Work with the Client's agency vendor to update photography and find local social media for sharing.
- Report monthly to the Client through its Web Committee.

Please note the Editor will not provide professional photography or photograph rights as part of this agreement. However, smartphone images taken by the Editor and posted to the Client's social media accounts may be used by the Client without limitations.

Also, mileage to meetings or events outside of Custer County are not included in this agreement. The Client must approve any trip made outside of Custer County and all mileage costs in advance as well as the hours for which the Editor will be paid (whether within or outside of the regular monthly hours).

Fees and Payment Terms:

- \$500 per month for 12-15 hours
- Additional hours must be pre-approved by the Client and will be charged at a rate of \$40 per hour.

Initials: _____

- Custer County (Client) pays all invoices received from vendors on the last business day of each month. In order to assure payment on a timely basis, the Editor must submit invoices no later than the 15th day of the month. Unless otherwise specified in writing, payments not made to the Editor within 30 days of the first of each month will accrue interest at 1.5% per month. The Client agrees to pay for any fees associated with returned checks for insufficient funds or any other reason.

Payments should be made to:

Lava Research, Inc.

P.O. Box 1532

Westcliffe, CO 81252

The Editor is responsible for the payment of all federal, state and/or local taxes with respect to the services performed for the Client as an independent contractor. The Client will not treat the Editor as an employee for any purpose.

Terms of Service

This agreement is effective beginning March 1, 2018 and will remain in effect on a month-by-month basis until either party terminates the agreement by giving at least 30 days' notice in writing. The Client agrees to pay the Editor for all work completed until the final day of the agreement.

The Editor is not liable to the Client or any third party for damages including lost profits, lost savings, complaints, claims, litigation or other incidental, consequential or special damages that arise from this work.

No modification of this agreement shall be valid unless made in writing and signed by both parties. This agreement will be governed by the laws of the state of Colorado.

Robert Weisenbach
Custer County Tourism Board
205 S. 6th Street
Westcliffe, CO 81252

Date

Amy Moulton
Lava Research, Inc.

Date

P.O. Box 1532
Westcliffe, CO 81252