

AGENDA
Chaffee County Visitors Bureau Board Meeting
3:00 June 27, 2023
Location:
Poncha Springs Town Hall
330 Burnett Ave, Poncha Springs, CO 81242

1. Call to Order
2. Public Comment Period – limited to 3 minutes per person
3. Approval of May 25, 2023 Board Meeting Minutes
4. Monarch Mountain Matching Marketing Grant: The CCVB will lease space at the Monarch Crest for an interactive kiosk. This kiosk will be provided by Monarch Mountain. The kiosk will show the CCVB website promoting a vacation giveaway allowing the CCVB to collect data about visitors. Monarch Mountain will distribute visitor guides or visitors may order them through the website. This contract will be \$15,000 for 15 years (\$1,000/Year \$15,000 Paid In 2023). – \$15,000 Dan Bender
5. MILES PARTNERSHIP Proposal The Official Publisher for Colorado Tourism Office - \$85,486.00 Scott Peterson
6. Introduction CCVB Natural Resource Management Intern Keaton Holms - Destination Stewardship Strategic Planning Initiative – Scott Peterson
7. Marketing Director Report
8. Board Member Reports – up to 15 minutes Questions and comments about board reports
9. Meeting Adjourned

ZOOM

Topic: Chaffee County Visitors Bureau

Please download and import the following iCalendar (.ics) files to your calendar system.

Monthly:

https://zoom.us/meeting/tJ0vdeigrTwvG9SMnm5V8dKIWibljvzEoat6/ics?icsToken=98tyKuChrDkrEteStRiHRox5Aljod_zztmZYjfpusRHoVhYLZij6AetAG7hpCv3f

Join Zoom Meeting

<https://zoom.us/j/99221837510?pwd=T1pFK01QNWpIMWxZUmRsSU91eTJZZz09>

Meeting ID: 992 2183 7510

Passcode: 659336

One tap mobile

+13462487799,,99221837510#,,, *659336# US (Houston)

+16699006833,,99221837510#,,, *659336# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

Meeting ID: 992 2183 7510

Passcode: 659336

Find your local number: <https://zoom.us/u/acPDH0j7ah>



The Official Publisher for Colorado Tourism Office
 13952 Denver West Parkway Suite 200 Lakewood, CO 80401
 Pat Attkisson
 pat.attkisson@milespartnership.com



June 8, 2023

Opportunity ID: 0064U00000rXmbTQAS

CUSTOMER INFORMATION	BILLING INFORMATION	PRODUCTION INFORMATION
Chaffee County Visitors Bureau Scott Peterson P.O. Box 699 Salida, Colorado 81201 scott@colorfulcolorado.com	Chaffee County Visitors Bureau Scott Peterson P.O. Box 699 Salida, Colorado 81201 scott@colorfulcolorado.com	Primary Contact: Scott Peterson scott@colorfulcolorado.com Secondary Contact:

Publication/Size/Shape	Pricing		Discount	Net Amount
2024 Colorado.com: City Page	Qty/Impressions**	2		\$10,000.00
	Unit Price:	\$10,000.00		
Start Date: Jan 1, 2024 End Date: December 30, 2024 Payment Schedules: Bill on Break/Start Date Payment Start Date: January 1, 2024				
2024 Colorado Tourism Office: Web Display (Programmatic)	Qty/Impressions**	2,051,984		\$15,000.00
	Unit Price:	\$15,000.00		
Start Date: Aug 14, 2024 End Date: August 30, 2024 Payment Schedules: Bill on Break/Start Date Payment Start Date: August 14, 2024				
2024 Colorado Tourism Office: Web Display (Programmatic)	Qty/Impressions**	2,051,984		\$15,000.00
	Unit Price:	\$15,000.00		
Start Date: Jan 1, 2024 End Date: June 14, 2024 Payment Schedules: Bill on Break/Start Date Payment Start Date: January 1, 2024				
2024 Colorado.com: Native Rewards	Qty/Impressions**	600,000		\$0.00
	Unit Price:	\$0.00		
Start Date: Jan 1, 2024 End Date: December 30, 2024 Payment Schedules: Bill on Break/Start Date Payment Start Date: January 1, 2024				
2024 Colorado.com: Native	Qty/Impressions**	600,000		\$10,500.00
	Unit Price:	\$10,500.00		
Start Date: Jan 1, 2024 End Date: December 30, 2024 Payment Schedules: Bill on Break/Start Date Payment Start Date: January 1, 2024				
2024 Colorado.com: Online Lead Generation - 12 month	Qty/Impressions**	1		\$5,100.00
	Unit Price:	\$5,100.00		
Start Date: Jan 1, 2024 End Date: December 30, 2024 Payment Schedules: Bill on Break/Start Date				

Payment Start Date: January 1, 2024

2024 Colorado Tourism Office: State Vacation Guide 2	Qty/Impressions**	1	\$29,886.00
Page	Unit Price:	\$29,886.00	

Start Date: Dec 2023
End Date:
Payment Schedules: Bill on Break/Start Date
Payment Start Date: December 15, 2023

* End Date is estimated for impression-based campaigns
** Rewards not guaranteed. Quantity not to exceed contracted amount.

Grand Total: \$85,486.00

TERMS AND ACCEPTANCES:

I have read this contract, the additional contract terms, and the payment terms listed above and I accept it on behalf of the Customer:

Authorized Signature: _____ Date: _____ Account Executive: _____ Date: _____

EARLY PAYMENT OPTIONS:

ACH/Wire	Check	Credit Card
Capital One Bank 299 Park Avenue New York, NY 10171 ABA# 065000090 SWIFT/IBN#: HIBKUS44 ACCT# 7057503139	Miles Partnership LLLP PO Box 669418 Dallas, TX 75266-9418 *Returned checks subject to \$20.00 NSF Fee	If you would like to make payment by Credit Card, please email: AR-TEAM@MILESPARTNERSHIP.COM

ADVERTISING AGREEMENT

Publisher	Miles Partnership, LLLP 6751 Professional Parkway, Suite 200 Sarasota, FL 34240
Advertiser	Chaffee County Visitors Bureau P.O. Box 699 Salida, Colorado 81201
Effective Date	June 8, 2023

This Advertising Agreement ("Agreement") is between Publisher and Advertiser (or, if an Agency is identified above, is among Publisher, Advertiser and Agency). Advertiser and Agency, if applicable, are collectively referred to in this Agreement as "Advertiser". This Agreement, if signed by authorized representatives of both parties, is effective as of the Effective Date set forth above.

1. Definitions.

- a. "Advertisement" means a unit of content comprised of one or more elements of text, graphics, photographs and audiovisual materials, used for purposes of marketing and promoting Advertiser's goods or services.
- b. "Insertion Order" means a written request from Advertiser to Publisher to place one or more Advertisements within available Inventory.
- c. "Inventory" means space within one or more publications, platforms or other contexts controlled by or available to Publisher for the placement of Advertisements.
- d. "Services" means Publisher's publication of Advertisements in accordance with the terms and conditions of this Agreement.

2. Publishing of Advertisements.

- a. Advertiser may provide Advertisements to Publisher, together with an Insertion Order, and Publisher will, in accordance with the terms and conditions of this Agreement, undertake commercially reasonable efforts to publish the Advertisement in accordance with the Insertion Order.
- b. Publisher may provide specifications to Advertiser concerning the content of the Advertisements. Publisher will have no obligation to publish any Advertisement that does not conform to such specifications. Publisher may decline to publish any Advertisement that contains any content or links to content Publisher believes in its sole discretion to be objectionable.
- c. The parties may agree that Advertiser will develop Advertisements for or on behalf of Advertiser. Except for content provided to Publisher to be included in such Advertisements, Publisher will own all copyright rights in Advertisements it develops. Publisher shall have no obligation to return any materials to Advertiser that Advertiser provides for use in the development of any Advertisement.
- d. Advertiser will be responsible for the accuracy and the appearance of content within Advertisements. Publisher will have no liability for the publication of any content within an Advertisement approved by Advertiser. Advertiser acknowledges and agrees that it will not have the opportunity to review Advertisements submitted following any applicable deadline for submission of such materials, and agrees that Publisher shall have no liability concerning such late-submitted materials. Deadline for material submission will be communicated by Publisher to Advertiser within 5 days after receipt of signed contract. Advertiser acknowledges and agrees that final Advertisements, particularly printed materials, may have slight color or layout differences from final proofs, and agrees that Publisher shall have no liability for such differences.

- 3. Payment.** Advertiser will pay to Publisher the fees in the amounts as agreed from time to time between the parties or in accordance with Publisher's then-current rate card. Publisher will submit invoices of the fees due and payable to it under this Agreement, and Advertiser will pay amounts due under such invoices. Invoices shall be due and payable upon receipt. Payments more than 30 days overdue are subject to interest of 1.0% per month on any overdue amounts, or the maximum permitted by law, whichever is less. The specific Advertiser identified above shall be jointly and severally responsible with any applicable Agency identified above for the payment of amounts due under this Agreement, together with any costs of collection of overdue amounts (including reasonable attorney's fees).

- 4. Term and Termination of Agreement.** The term of this Agreement will begin on the Effective Date and will continue until terminated by both parties by mutual agreement, or by one party by giving at least thirty (30) day's written notice of termination to the other party. This Agreement will govern all Insertion Orders that Advertiser issues and Publisher accepts during the term of this Agreement. Any provision of this Agreement that would by its nature survive termination (including but not limited to sections titled "Defense and Indemnification," "Limitation of Liability" and "General") will survive.

5. **Cancellation of Particular Advertisements.** Advertiser may request cancellation of Advertisements for which it has submitted an Insertion Order that Publisher has accepted. Publisher will make reasonable efforts to stop the publication of such Advertisements prior to the "close date" provided by the publication or platform on which the Advertisement was to appear. Publisher will refund or credit any amounts for successfully canceled Advertisements in accordance with this section.
6. **Modification of Particular Advertisements.** Advertiser may request a timing modification of Advertisements for which it has submitted an Insertion Order that Publisher has accepted. Publisher will make reasonable efforts to modify the timing of such Advertisements. Publisher may require Advertiser to complete and sign a written amendment to this Agreement that sets forth the modification of the timing of such Advertisements. Advertiser agrees to pay any additional amounts reasonably incurred in connection with any modification described in this provision.
7. **Warranties and Representations.**
 - a. Each party warrants and represents to the other that (i) it will comply with all applicable laws, rules and regulations in connection with its performance under this Agreement, (ii) that it is a business entity duly formed and in good standing, (iii) that it has full authority to enter into this Agreement and that the respective signatories below are authorized to act on its behalf, and (iv) entering into this Agreement will not violate any other agreement to which it is a party.
 - b. Advertiser represents and warrants to Publisher that it has all necessary rights to request Publisher to publish the Advertisements, that none of the Advertisements provided to Publisher, or any element of any Advertisement provided to Publisher, will infringe upon any copyrights, trademark rights, rights of publicity, or other proprietary right of any third party, and that such Advertisements will not contain any subject matter that is defamatory, obscene or which would otherwise subject Publisher to liability to any third party.
8. **DISCLAIMERS.** Publisher does not warrant that the Services will meet all of Advertiser's requirements or that performance of the Services will be uninterrupted or error-free. PUBLISHER MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT.
9. **Defense and Indemnification.** Advertiser will (a) at its cost and expense, using counsel of its choice, defend Publisher in connection with any third party claim (regardless of whether suit is brought) that any portion of any Advertisement infringes any intellectual property rights of any third party, or otherwise arising from any breach by Advertiser of this Agreement (including any warranties or representations herein); and (b) indemnify Publisher for all amounts finally entered as a judgment under such claim, or agreed to in settlement by Publisher in the defense.
10. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A PARTY'S OBLIGATIONS UNDER SECTION 9 (DEFENSE AND INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER (INCLUDING FOR LOST PROFITS) EXCEED THE AMOUNT OF FEES PAID OR PAYABLE TO PUBLISHER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.
11. **Notices.** All notices under this Agreement must be in writing and will be sufficient if delivered personally or sent by nationally-recognized overnight courier or by certified mail, postage prepaid, return receipt requested, to the addresses set forth at the beginning of this Agreement, or to any other address provided in accordance with this section.
12. **General.** This Agreement will be governed in all respects by the laws of the State of Florida, without regard to conflict of law provisions. Both parties agree that any dispute between them must be resolved exclusively by a state or federal court located in the Middle District of Florida. Both parties submit to the personal jurisdiction of the courts located within the Middle District of Florida. This Agreement may be executed in counterparts and such counterparts, taken together, will be one and the same Agreement. An accurate facsimile or electronic copy of an executed copy of this Agreement will constitute an original. All waivers must be in writing, and signed by the party waiving its rights. If any court of competent jurisdiction finds any portion of any provision of this Agreement to be unenforceable, the provision will be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected. This Agreement, together with any schedules, is the entire agreement between the parties with respect to its subject matter, and supersedes all other agreements (express or implied), proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter this Agreement by any representations or promises not specifically stated in this Agreement. The protections of this Agreement will apply to actions of the parties performed in preparation for and anticipation of the execution of this Agreement. Any amendment to this Agreement must be in writing and signed by the parties.

The parties have executed this Agreement to be effective on the date first written above.

MILES PARTNERSHIP

The Official Publisher for Colorado Tourism Office

January 1 – December 31, 2022

97,510 sponsored pageviews

- 17,689 Brand Channel Article
- 8,078 Brand Channel Homepage
- 924 Brand Channel Video
- 70,819 Sponsored City Pages (BV, Salida)

Those views generated a total of 15,221 organic referrals (clicks from links in sponsored content) back to colorfulcolorado.com

- 10,674 from City Pages
- 1,079 from Brand Channel Homepage
- 2,672 from Brand Channel Articles
- 103 from Brand Channel Videos
- 693 other (from listings or not tagged)

236,213 native Colorado.com ad impressions generated from sponsored content – 1,979 clicks

1,106,617 total native Colorado.com ad impressions delivered via paid campaign – 5,887 clicks

2,426,329 programmatic display impressions delivered Jan-Jun campaign – 2,969 clicks

2,044,232 programmatic display impressions delivered Aug-Sept campaign – 2,271 clicks

7,698 Welcome Leads generated June 7, 2022 – June 7, 2023 (my reporting only let's me go back to May 2022 on this, but you get the idea)

Total of 5,909,101 impressions (includes sponsored pageviews)

Total of 36,025 direct engagements/referrals (clicks + leads)

January 1 – June 7, 2023

37,171 sponsored pageviews

- 9,942 Brand Channel Article
- 2,601 Brand Channel Homepage

- 224 Brand Channel Video
- 24,404 Sponsored City Pages (BV, Salida)

Those views generated a total of 5,945 organic referrals (clicks from links in sponsored content) back to colorfulcolorado.com

- 3,891 from City Pages
- 366 from Brand Channel Homepage
- 1,446 from Brand Channel Articles
- 5 from Brand Channel Videos
- 237 other (from listings or not tagged)

151,230 native Colorado.com ad impressions generated from sponsored content – 1,033 clicks

457,122 total native Colorado.com ad impressions delivered via paid campaign – 2,412 clicks

2,632,467 programmatic display impressions delivered Jan-Jun campaign – 3,263 clicks

4,130 Welcome Leads generated

Total of 3,277,990 impressions (includes sponsored pageviews)

Total of 16,783 direct engagements/referrals (clicks + leads)