

2020-55A

**PROFESSIONAL SERVICES AGREEMENT  
TOURISM MARKETING SERVICES  
July 1, 2020 through June 30, 2022**

**1. Provision of Services:**

The Contractor will be paid \$2,800 monthly for services recommended by the Keith County Visitors Committee pursuant to this agreement for no purpose other than for the purpose of provided services and activities as set forth in the proposal submitted and attached hereto as Exhibit "A" and incorporated herein by this reference.

**2. Assignability:**

The Contractor shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation) without proper written consent of the Keith County Commissioners (hereinafter referred to as KCC).

**3. Compliance with Local Law:**

The Contractor shall comply with all applicable laws, ordinances and codes of the state and local governments, and the contractor shall hold the KCC harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

**4. Conflict of Interest:**

No officer, employee or agent of the Contractor who will participate in the selection, the award or the administration of this agreement may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto or the proceeds there under either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purpose of the act and the effective and efficient administration of the recipient's program or project.

**5. Hold Harmless:**

- A. The Contractor agrees to indemnify and hold harmless the KCC its appointed, elected officers and employees, from and against all losses and expenses, including attorney's fees and costs by reason of any and all claims and demands upon the KCC its elected or appointed officers and employees from damages sustained by any person or persons arising out of or in consequences of the contractors and its agents' negligent

performance of work associated with this agreement. The Contractor shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

- B. The KCC agrees to indemnify and hold harmless the contractor, its appointed and elected officers and employees, from and against all losses and expenses, including attorney's fees and costs by reason of any and all claims and demands upon the contractor, its elected or appointed officers and employees from damages sustained by any person or persons arising out of or in consequence of the KCC and its agents' negligent performance of work associated with this agreement. The KCC shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

#### **6. Audits and Inspections:**

- A. Contractor shall establish and maintain accurate files, records, both financial and operational, of all aspects of the services, activities, and the matters funded in whole or in part with the funds provided by the County hereunder. Without limiting the scope of the foregoing, Contractor shall establish and maintain accurate financial books and accounting records relating to the services, activities, and funds received and expended, together with all invoices, documents, payrolls, time records, and other data related to the matters covered by the Agreement, whether funded whole or in part with the funds provided by the County hereunder. Contractor shall maintain all other files, records, books, invoices, documents, bank statements, and other data recorded to be maintained under this paragraph in a readily accessible location and condition for a period of not less than five (5) years after the end of the fiscal year described herein.
- B. Contractor shall make available to KCC, its employees and authorized representatives, during regular business hours, all of the files, books records, invoices, documents, bank statements, and other data required to be established and maintained by Contractor under Paragraph 6 hereof.
- C. Contractor shall provide to KCC Commissioner Liaison a written (monthly financial report) and summary of the services and activities provided by Contractor the County as a whole, funded in whole or in part with the lodging tax funds provided by Keith County hereunder.

#### **7. Financials and Files:**

The KCC and Keith County Clerk shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of this contract, by whatever legal and reasonable means are deemed expedient.

Further Contractor (s) shall establish and maintain accurate files, records, both financial and operational, of all aspects of the services, activities, and matters funded in whole or part with (lodging tax) funds provided by Keith County. Without limiting the scope for the foregoing, the Contractor shall establish and maintain financial books and accounting records relating only to the services, activities, funds received and expended, together with all invoices, documents, time records and other data related to the matters covered by this contract. Contractor (s) shall maintain all of the files, records, books, invoices, documents, payrolls, and other data recorded to be maintained under this paragraph in a readily accessible location and condition to the Keith County Clerk for a period of not less than five (5) years after the end of the contract described herein.

#### **8. Suspension, Termination and Close-Out:**

If the Contractor fails to comply with the terms and conditions of this contract the KCC may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein.

**A. Suspension** - If the Contractor fails to comply with the terms and conditions of this contract or wherever the KCC are unable to substantiate full compliance with the provisions of this contract, the KCC may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Contractor of its authorized representative. The suspension will remain in full force and effect until the Contractor has taken corrective action to the satisfaction of the KCC and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Contractor or its authorized representatives during the period of suspension will be allowable under the contract except;

- i. Reasonable, proper and otherwise allowable costs which the Contractor could not avoid during the period of suspension.
- ii. If upon investigation, the Contractor is able to substantiate, complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
- iii. In the event all or any portion of the work prepared or partially prepared by the Contractor be suspended, abandoned, or otherwise terminated, the KCC shall pay the Contractor for work performed to the satisfaction of the KCC in accordance with the percentage of the work completed.

**B. Termination for Cause** - If the contractor fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- i. The lack of compliance with the provisions of this contract is of such scope and nature that the KCC deems continuation of the contract to be substantially detrimental to their interests;
- ii. The Contractor has failed to take satisfactory action as directed by the KCC or its authorized representative within the time specified by same;
- iii. The Contractor has failed within the time specified by the KCC or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then the KCC may terminate this contract in whole or in part, and thereupon shall notify the Contractor of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to the notification of the Contractor. After this effective date, no charges incurred under any terminated portions are allowable.

**C. Termination for Other Grounds** - This contract may also be terminated in whole or in part:

- i. By the KCC, with the consent of the Contractor or by the contractor with the consent of the KCC in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- ii. If the funds allocated by the KCC via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- iii. In the event the KCC fails to pay the Contractor promptly or within 60 days after invoices are rendered, the KCC and VC agrees that the Contractor shall have the right to consider said default a breach of this agreement and the duties of the contractor under this agreement terminated. In such an event, the KCC shall then promptly pay the Contractor for all services performed and all allowable expenses incurred.
- iv. The KCC may terminate this contract at any time giving at least 30 days notice in writing to the Contractor. If the contract is terminated by the KCC as provided herein, the Contractor will be paid for time provided and expenses incurred up to the termination date.

**9. Changes, Amendments and Modifications:**

The KCC may from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the KCC and the Contractor shall be incorporated in written amendments to this contract.

**10. Independent Contractor Status:**

It is mutually agreed that this Agreement does not establish between the parties hereto the relationship of employer and employee, but rather the Contractor shall at all times be an independent contractor of the KCC.

**11. Maximum Reimbursable Amount per Annum:**

The contractor will be reimbursed up to a maximum of \$1,000.00 throughout each contract year for various expenses incurred in the course of completing the duties outlined in Exhibit A.

**12. Service Provider: Part 1: Lonergan Creek Media**

This agreement contains all terms and conditions agreed to by the KCC, VC and the Contractor. The attachments to this agreement are identified as follows:


Contract for Service as described in Exhibit "A": attached which begins July 1, 2020 and ends June 30, 2022

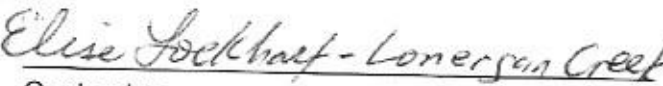
WITNESS WHEREOF, the Visitors Committee of Keith County and the Contractor have executed this contract agreement as of this 24th day of June, 2020.

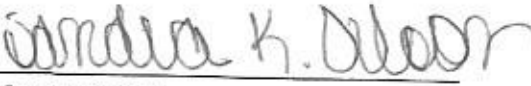
KEITH COUNTY COMMISSIONER:

  
\_\_\_\_\_  
Chairman

ATTEST:

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
Contractor  
*Lonergan Creek Media*

  
\_\_\_\_\_  
County Clerk

**Exhibit "A"**  
**PERFORMANCE SPECIFICATIONS FOR MARKETING SERVICES**  
**PERTAINING TO THE KEITH COUNTY VISITORS COMMITTEE**  
**FOR THE PERIOD OF July 1, 2020 through June 30, 2022**

**PROMOTION: Part 1**

**Internet/Website:**

Contractor shall be responsible for providing the content and management of the Keith County Visitors Committee website: [ilovelakemac.com](http://ilovelakemac.com), and any other domains registered specifically to the Keith County Visitors Committee.

Curate and store the Keith County Visitors Committee's collection of images, video and audio assets.

Contractor will manage Keith County's tourism Facebook pages: Lake McConaughy and All Trails Lead to Ogallala; includes the development of content, coordination of advertising, page moderation, and answering visitor inquiries.

Contractor will manage and update content for the Lake McConaughy app.

Contractor will manage and update content for Keith County's tourism kiosks.

Contractor will create email marketing message content to be used in the County's tourism lead/email management system as needed.

**Advertising:**

Prepare ad copy and content for placement in online, radio/television broadcast, and print advertising platforms.

Maintain billboard content and arrange to update as needed.

Maintain adequate backups of data and relevant content.

Help develop a marketing plan on a biennial basis in cooperation with other contractors and the Keith County Visitors Committee.

Perform any other relevant duties as requested by Committee Board Chairman or any other such designated party as determined by the Keith County Commissioners.

Contractors shall meet once a month, or as directed, prior to Visitors Committee Board meeting with administrative staff, Visitor Committee Board Chairman or any other such designated party as determined by the Keith County Commissioners.