

2021-714



*Your travel research partners since 1984*

## **Professional Services Agreement**

This agreement between Dean Runyan Associates, Inc. (DRA) and Keith County is for measuring the economic impact of travel and tourism in Keith County for the period of 2016 to 2021 (projected)

### **I. SCOPE OF WORK**

The scope of professional services to be performed and the results to be achieved by DRA are described in the attached Exhibit A and shall include all services and material necessary to accomplish the work.

DRA agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state, and local laws.

The Scope of Work and the associated budget may be amended upon written approval of both parties.

### **II. OWNERSHIP OF DOCUMENTS**

Upon completion of the work, all report documents, exhibits or other presentations of the work shall become the property of Keith County. However, any alteration or reuse of the documents, by Keith County or by others acting through or on behalf of Keith County, will be at their sole risk. Furthermore, any publication or distribution of such altered material shall indicate authorship by Keith County or by a designated third party, with an appropriate reference to the original DRA documents.

### **III. TIME OF PERFORMANCE**

This Contract shall commence upon the date the last signature is affixed hereto and shall terminate on June 30, 2022, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. All services will be completed during this term.





#### IV. PAYMENT

Keith County agrees to pay DRA for the services described in Exhibit A. The total payment under this Contract shall not exceed eight thousand dollars for the term of this contract. Such payment shall be full compensation for work performed, services rendered, and all fees and travel costs necessary to complete the work.

- a) DRA shall submit invoices to Keith County on a periodic basis, with the amounts due based on the proportion of completion of project tasks.
- b) DRA's invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.
- c) Final payment for the balance due to DRA will be made upon the completion of the work and acceptance by Keith County.

#### V. MAXIMUM COMPENSATION

Unless otherwise agreed to in writing by both parties, DRA's total compensation and reimbursement under this Agreement, including labor, cost of travel associated with the project, and other outside services, shall not exceed the maximum sum of \$8,000, unless optional services are requested. A breakout of cost by task which will be used for invoicing purposes appears in Exhibit B.

#### VI. CHANGES IN WORK

Other than changes directed by Keith County as set forth in Section I above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

#### VII. EXTRA WORK

Keith County may desire to have DRA perform work or render services in connection with this project that are optional or in addition to the Budget set forth in Exhibit B and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. Keith County shall not be responsible for paying for such extra work until both parties execute the written supplement.





## **Exhibit A Scope of Work**

### **Task 1. Refine Study Requirements and Prepare Methodology**

We will review the economic impact analysis methodology, proposed work plan and research schedule, making any necessary changes in research requirements and reporting format. Based on this review, we will prepare the basic data management and economic modeling structure for use in the region.

### **Task 2. Collect and Analyze Travel and Economic Data**

This task involves collecting a variety of data from local, state, and federal agencies and other sources, including but not limited to transient lodging tax receipts, employment and earnings data, and retail sales tax receipts. We will assemble, review, revise and organize these data as necessary.

As part of this research effort, a detailed analysis of the transient lodging tax receipts in the region will be performed. We will analyze and verify the accuracy of the information supplied, in particular its distribution by taxing jurisdiction.

### **Task 3: Direct Economic Impacts**

We will prepare a clear and reliable description of the travel-generated economic impacts for Keith County by measuring the impact of travel for 2016 through 2020. The travel impact analyses will include measurements of travel spending, earnings, and employment generated by traveler spending, as well as the resulting municipal, county, and state tax revenue.

### **Task 4: Visitor Volume and Average Spending**

This task will estimate and describe visitor volume for the most current year as well as average travel party and visitor spending (per day and per trip) for Keith County. These estimates are derived, in part, from the total travel spending estimates described in Direct Economic Impacts.

### **Task 5: Web Dashboard**

TravelStats is a turn-key analytics platform that lets your constituents conveniently see all your impacts data on one or more websites (see [www.travelstats.com](http://www.travelstats.com) for examples). The platform can also be expanded to include any other data sources you would like to share in





## VIII. TERMINATION OF AGREEMENT

- a) Keith County may terminate this Agreement at any time upon not less than ten (10) days written notice to DRA. Written notice will be by certified mail sent to DRA.
- b) In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to DRA, which when added to any payments previously made, shall compensate DRA for the percentage of work that has been completed for each project task.
- c) In the event this Agreement is terminated prior to completion of the work, documents that are the property of Keith County pursuant to Section II above shall be delivered to and received by Keith County prior to transmittal of final payment to DRA.

## IX. RESOLUTION OF DISPUTES

In the case that either Keith County or DRA disputes one or more items regarding scope of work or compensation, and discussions are unable to resolve the disagreement, both parties must agree that the services of a professional mediator be engaged to reach agreement. In the event of such an agreement, the cost of these services will be borne equally by DRA and Keith County

## X. EXHIBITS AND SIGNATURES

This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement: Exhibit A - Scope of Work; Exhibit B – Budget

The parties hereto have executed this Agreement as of the day and year entered below by Keith County:

Cory T. Curdall  
Keith County *As Amended*

June 2<sup>nd</sup> 2021  
Date

\_\_\_\_\_  
Dean Runyan Associates, Inc.

\_\_\_\_\_  
Date





a comprehensive KPI dashboard (pricing dependent on number of variables and frequency of updates).

#### Task 6: Campground Visitors Survey

This task involves the surveying of overnight visitors to Lake McConaughy and Lake Ogallala to understand their spending behaviors both inside and outside of the campgrounds. In addition to being asked about daily expenditures, visitors will be asked about their participation in trip activities and usage of local facilities such as shops and restaurants. Survey data will be weighted by visitor origin and seasonality of travel and will be considered within the context of countywide direct travel impacts from tasks 1-4 before being reported.





## Exhibit B

### Reporting

**Year 1:** DRA will deliver a written report and a Web dashboard including all direct impacts, visitor volume and average spending data for 2016-2020 (projected) no later than June 10, 2021.

**Year 2:** DRA will provide a written report and a Web dashboard displaying the same set of data for 2017-2021(projected) no later than May 31, 2022.

Summary results of the optional campground visitors survey can be incorporated into the dashboard for either year.

### Budget

Standard direct impacts report/dashboard 2016-2020 (p)	\$5,000
Standard direct impacts report/dashboard (2017-2021(p)	\$3,000
Overnight visitor volumes and average spend, 2020 & 2021	Included
Interactive Website Reporting	Included
Total	\$8,000

~~Optional~~

~~Keith County campgrounds visitor survey and analysis \$4,500/year~~

cc June 2nd 2021

