

**Memorandum of Agreement for Services
Performed by the Kem C. Gardner Policy Institute
at the University of Utah
Arches National Park**

The University of Utah, on behalf of its Kem C. Gardner Policy Institute (Gardner Institute), agrees to perform certain services for Grand County (Sponsor), upon the terms and conditions specified in this Memorandum of Agreement for Services (Agreement).

Section A – Statement of Work

The Gardner Institute is pleased to perform the services for Sponsor that are described on Exhibit A attached hereto and incorporated herein by reference (Services).

Section B – Period of Performance

The Agreement start date will be July 1, 2025 the end date will be January 31, 2026 unless such period is extended in writing by both parties.

Section C – Consideration and Payment

As consideration for the Services to be performed pursuant to this Agreement, Sponsor will pay the Gardner Institute \$60,425.

The total project fee shall be paid in two installments:

- Fifty percent (\$30,213) of the total amount shall be due upon commencement of the project.
- The remaining amount (\$30,212) will be due upon completion of the project.

All invoices issued under this Agreement are payable within thirty (30) days from the date of receipt by the Sponsor.

Section D – Termination

This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. No termination may be effected unless the defaulting party is given: a) not less than 30 calendar days written notice (by certified mail, return receipt requested) of terminating party's intent to terminate, and b) an opportunity for consultation with the terminating party prior to termination. Upon receipt of notice of termination, the Gardner Institute may discontinue all Services. In the event of such termination, the Gardner Institute shall be entitled to receive just and equitable compensation for any Services completed prior to the date of termination in a satisfactory manner, as mutually determined by Sponsor and the Gardner Institute. Such compensation shall not exceed the maximum amount payable under this Agreement.

Section E – Principal Investigator

The principal investigator for the project will be Nate Lloyd.

Section F – Amendment

Any amendment to this Agreement or changes in the work shall be consummated by formal written amendment signed by the authorized signatories of both parties to this Agreement.

Section G – Applicable Law

This Agreement, and all matters or issues collateral to it shall be governed by, and construed in accordance with, the laws of the State of Utah without application of any principles of choice of law.

Section H – Confidentiality

Sponsor and the Gardner Institute acknowledge that the University of Utah is a governmental entity and thus subject to the Utah Governmental Records Access Management Act, Utah Code §§ 63G-2-101 to - 901 and Utah Code §§ 53B-16-301 to -53B-16-305 (collectively, the "Records Statutes"). Pursuant to Records Statutes, this Agreement, and confidential information provided pursuant hereto, may be subject to public disclosure. Any person who provides the University of Utah with records that such person believes should be protected from disclosure for business reasons must, pursuant to sections 63G-2-309 and 53B-16-304 of the Utah Code, provide the University of Utah with a written claim of business confidentiality and a concise statement of reasons supporting such claim.

Section I – Openness in Research; Copyright

The Gardner Institute adheres to principles of openness in research based on the University of Utah's mission of education, research and public service. Consistent with these principles, the Gardner Institute and the University of Utah are free to publish the documentation, images, and other written and printed materials created by the Gardner Institute pursuant to this Agreement ("Work Product"). The University of Utah retains all rights of ownership, including copyright, to the Work Product. The University of Utah grants Sponsor a non-exclusive license to the Work Product. Sponsor's use of the Work Product shall be identified with the following statement: "Copyright [insert appropriate year], The University of Utah, all rights reserved."

Section J – Relationship of Parties

The relationship between the parties is solely that of contractor and contractee. In assuming and performing the obligations of this Agreement, the Gardner Institute and Sponsor are each acting as independent parties and neither shall be considered nor represent itself as a joint venturer, partner, agent or employee of the other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of this _____ day of _____, _____.

[name of entity receiving services]
"Sponsor"

By: _____

(signature)

Name: _____

(please print)

Title: _____

Date: _____

UNIVERSITY OF UTAH, on behalf of its
Kem C. Gardner Policy Institute

By: Natalie Co _____

Name: Natalie Gochnour

Title: Director

Date: 6/25/25 _____

Exhibit A Statement of Work

To evaluate and better understand Grand County's tourism-related economic impacts since the implementation of the Arches National Park timed-entry reservation system.

Key Activities

1. Literature Review

- a. Provide a basic literature review of national park visitation and the effect of timed-entry systems on visitation.
- b. Explain and reconcile results from previous studies looking at the timed-entry system of Arches National Park.
- c. Analyze national parks to develop the following:
 - i. Comprehensive list of parks with comparable vehicle timed-entry reservation systems.
 - ii. Comprehensive list of parks that have not implemented such timed-entry systems but were similar to Arches before the Arches' timed-entry system across multiple characteristics.
 - iii. Summary of reservation systems' histories, including implementation timelines and other details.
 - iv. Comparative analysis highlighting key similarities and differences in how each reservation system is structured and managed.
 - v. Seasonality analysis comparing visitation trends between active and inactive periods of reservation systems.

2. Statistical Analysis

- a. Analyze monthly visitation data before and after the implementation of the timed-entry reservation system at Arches National Park for:
 - i. Arches National Park.
 - ii. Other national parks and Utah state parks.
 - iii. Other regional attractions deemed as possible substitute destinations to Arches National Park by visitors.
- b. Using synthetic control methodology, build a counterfactual Arches National Park that assumes no timed-entry system.
- c. Estimate the gap between visitation at Arches National Park and visitation at the counterfactual Arches for each year post-implementation of the timed-entry system.
- d. Build a counterfactual Grand County that assumes no timed-entry system at Arches National Park and estimate the change in economic conditions in the county because of the system.

3. Economic Impact Analysis

- a. Provide detailed estimates of annual visitor spending in Grand County pre- and post-implementation of the timed-entry system, with post-implementation comparisons between the actual and counterfactual scenarios.
- b. Provide detailed estimates of monthly transient room, restaurant, off-high vehicle (OHV), and vehicle leasing tax revenue pre- and post-implementation of timed-entry system, including the difference between actual and counterfactual scenarios.

- c. Assess associated annual economic impacts, including visitor-supported jobs and tax revenues pre- and post-implementation of timed-entry, including the difference between actual and counterfactual scenarios.
4. **Accommodation Market Trends**
 - a. Analyze Grand County's accommodation data, including:
 - i. Monthly hotel room capacity, occupancy rates, average daily rate (ADR), and revenue per available room (RevPAR) pre- and post-implementation of the timed-entry system.
 - ii. Monthly short-term rental capacity, occupancy rates, average daily rate (ADR), and revenue per available room (RevPAR) pre- and post-implementation of the timed-entry system.
 5. **Regional Economic Benchmarking**
 - a. Compare visitor spending, jobs, and tax revenue trends in Grand County to:
 - i. Washington County (and Springdale, where possible)
 - ii. Garfield County (and Bryce Canyon, where possible)
 - iii. Kane County (and Kanab, where possible) -
 - b. Include comparisons of accommodation performance indicators across the above counties and gateway communities to Grand County (Moab) pre- and post-implementation of timed-entry.

Deliverables

The Gardner Institute will provide Grand County with two draft reports on or before a date mutually agreed to by both parties.

The Gardner Institute requests written feedback from the client no later than two weeks after report delivery to guarantee delivery of the final report within one month of initial delivery. Public release of the final report will be subject to the discretion of Grand County.

Client Responsibilities

The client will provide the Gardner Institute with any relevant study data (e.g., recent visitor studies, Visa Destination spending reports, etc.) no later than **July 15, 2025**. Any delays in data delivery may result in the delayed delivery of the report.

Delays in communication may also delay the deliverables and require an amendment to the contract.

Key Personnel

Nate Lloyd will serve as the principal investigator for the Gardner Institute and will conduct an internal review of the methodology and results. He will serve as the primary point of contact for day-to-day project execution. Bill Winfield will serve as the primary point of contact for Grand County.

Any changes to the contract, including changes in the scope of work or otherwise, should be made through Shannon Simonsen, the Gardner Institute's research coordinator.