

RESOLUTION NO. R- 30 -2024

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING AN AGREEMENT WITH ONPOINTE INSIGHTS, INC., FOR PUBLIC
ENGAGEMENT SURVEYS FOR THE GENERAL PLAN UPDATE AND LONG-RANGE
PLANNING ACTIVITIES**

PREAMBLE

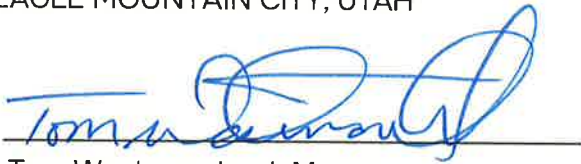
The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to Approve an Agreement with Onpointe Insights Inc., for Public Engagement Surveys for the General Plan Update and Long-Range Planning Activities, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereto agree as follows:

1. The terms of the Agreement with Onpointe Insights Inc., as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 4th day of June 2024.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Fionnuala B. Kofoed, MMC
City Recorder



The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 4th day of June 2024.

Those voting yes:

☒ Donna Burnham

☒ Melissa Clark

☒ Jared Gray

☒ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☒ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright



Fionnuala B. Kofoed, MMC
City Recorder



Exhibit A

EAGLE MOUNTAIN CITY
CONTRACT FOR GOODS AND SERVICES
This contract and all attachments are public record.

1. **CONTRACTING PARTIES:** This contract is between Eagle Mountain City and the following Contractor:

Onpointe Insights, LLC

Name

459 N Haskell Landing

Address

Elk Ridge, Utah 84651

City, State ZIP

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☒ Non-profit Corporation
☐ For-profit Corporation
☐ Partnership
☐ Government Agency

Contact Name: Ron Gailey

Phone Number: (385) 222-9562

Email: ron@onpointe-insights.com

Vendor Number: 6022758

2. **GENERAL PURPOSE OF CONTRACT OR PROJECT NAME:**

General Plan Public Engagement Survey

3. **CONTRACT PERIOD:**

Effective Date: 6/4/2024

Project Completion Deadline (Contractor will complete the Scope of Work on or before): 6/5/2024 to 8/5/2025

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): Three (3) years, unless funds are

Renewal Options (if applicable): Yearly based on appropriations, up to three (3) years

Eagle Mountain City Project Manager Signature: _____

4. **CONTRACT COSTS:** See Cost Schedule (Attachment B).

- a. Total Contract Cost: \$14,960 yearly GL Account No: 10-32-41800-6550
b. Is this project a budgeted project: ☒ Yes ☐ No
c. Is this a fixed-price contract: ☐ Yes ☒ No

5. ATTACHMENT A: Standard Terms and Conditions for Services
ATTACHMENT B: Scope of Work/Cost Schedule
ATTACHMENT C: Insurance

**ANY CONFLICTS BETWEEN ATTACHMENT A AND THE OTHER ATTACHMENTS WILL BE
RESOLVED IN FAVOR OF ATTACHMENT A.**

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Dated this 5 day of June, 2024.

EAGLE MOUNTAIN CITY

Tom Wapman
Signature

Print Name: Tom Wapman

Title: Mayor

ATTEST:

APPROVED AS TO FORM

Fionnuala B. Kofoed
Fionnuala B. Kofoed, MMC
City Recorder



Marcus Draper
96 Marcus Draper
City Attorney

Dated this _____ day of _____, 20____.

CONTRACTOR

Signature

Print Name: _____

Title: _____

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Dated this 5 day of June, 20 24.

EAGLE MOUNTAIN CITY

[Signature]
Signature

Print Name: Tom Westmoxeland

Title: Mayor

ATTEST:

APPROVED AS TO FORM

[Signature]
Fionnuala B. Kofoed, MMC
City Recorder



[Signature]
96 Marcus Draper
City Attorney

Dated this 5th day of June, 20 24.

CONTRACTOR

[Signature]
Signature

Print Name: Ron Gailey

Title: CEO / Founder

ATTACHMENT A:
STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a Consultant.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. Eagle Mountain reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
 - c) **"Consultant"** means the individual or entity delivering the Services identified in this Contract. The term "Consultant" shall include Consultant's agents, officers, employees, and partners.
 - d) **"Services"** means the furnishing of labor, time, or effort by Consultant pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Consultant performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - e) **"Proposal"** means Consultant's response to Eagle Mountain's Solicitation.
 - f) **"Solicitation"** means the documents used by Eagle Mountain to obtain Consultant's Proposal.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Fourth Judicial District Court for Utah County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Consultant will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Consultant shall maintain or supervise the maintenance of all records necessary to properly account for Consultant's performance and the payments made by Eagle Mountain to Consultant under this Contract. These records shall be retained by Consultant for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Consultant agrees to allow, at no additional cost, Eagle Mountain access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
 1. Consultant certifies as to its own entity, under penalty of perjury, that Consultant has registered and is participating in the Status Verification System to verify the work eligibility status of Consultant's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Consultant shall require that each of its sub-consultants certify by affidavit, as to their own entity, under penalty of perjury, that each sub-consultant has registered and is participating in the Status Verification System to verify the work eligibility status of sub-consultant's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Consultant's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Consultant represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain. Consultant further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
7. **INDEPENDENT CONTRACTOR:** Consultant shall be an independent contractor, and as such, shall have no authority, express or implied to bind Eagle Mountain to any agreement, settlement, liability or understanding whatsoever; and agrees not to perform any acts as agent for Eagle Mountain, except as specifically authorized and set forth herein. Persons employed by Eagle Mountain and acting under the direction of Eagle Mountain shall not be deemed to be employees or agents of the Consultant. Compensation provided to the Consultant

herein shall be the total compensation payable hereunder by Eagle Mountain.

8. **LIABILITY INSURANCE:** Services to be provided by Consultant under this Contract are required to be covered by insurance. Consultant shall furnish Eagle Mountain a Certificate of Insurance applying to this Contract for each type of insurance required, to be approved by the Eagle Mountain, before Consultant begins work under this Contract. The Consultant's insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this Contract or as changed by contract modification are completed and accepted by Eagle Mountain:

- (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
- (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
- (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
- (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect Consultant, its sub-consultants and Eagle Mountain from the loss of said information.
- (e) Consultant shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (f) Consultant shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(b) above are required to be endorsed naming Eagle Mountain as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by Eagle Mountain.

9. **EMPLOYMENT PRACTICES:** Consultant agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Consultant further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Consultant's employees.

If applicable, Consultant shall comply with the following: (1) Sections 49 CFR 21 through Appendix C (2016) and 23 CFR 710.405(b) (2016) in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds; (2) all applicable requirements of 49 CFR Part 26 (2016) in the award and administration of

federal-aid contracts; and (3) all regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21, and 23 CFR Part 200 as they may be amended from time to time.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

11. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:**

Unless specifically designated hereinafter or preexisting information and know-how of Consultant, Eagle Mountain retains ownership of all materials, products, devices, equipment, facilities, data, test, results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this Contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this Contract. Notwithstanding the foregoing, ownership of any and all Consultant work product shall remain with Consultant unless and until the payment by Eagle Mountain to Consultant of all undisputed invoiced amounts.

12. **DEBARMENT:** Consultant certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Consultant must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

13. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Consultant may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Consultant shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Consultant agrees that in the event of such termination for cause or without cause, Consultant's sole remedy and monetary recovery from Eagle Mountain is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Consultant having to terminate other contracts necessarily and appropriately entered into by Consultant pursuant to this Contract. In no event shall Eagle Mountain be liable to the Consultant for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Consultant. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Consultant of any liability to Eagle Mountain for any damages or claims arising under this Contract.

14. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Consultant, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract.

If a written notice is delivered under this section, Eagle Mountain will reimburse Consultant for the Services properly ordered until the effective date of said notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

15. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Consultant's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Consultant's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.

16. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle

Mountain will provide Consultant with its sales tax exemption number. It is Consultant's responsibility to request Eagle Mountain's sales tax exemption number. It also is Consultant's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **PUBLIC INFORMATION:** Consultant agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Consultant gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Consultant also agrees that the Consultant's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Consultant of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
18. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Eagle Mountain. If Consultant delivers nonconforming Services, Eagle Mountain may, at its option and at Consultant's expense: (i) return the Services for a full refund; (ii) require Consultant to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Consultant being responsible for any cover costs. Acceptance of Services by Eagle Mountain shall not limit Eagle Mountain's recourse or remedies in the event Eagle Mountain later determines the Services were defective or failed to meet the standard of professional skill and care ordinarily provided by other design professionals.
19. **INVOICING:** Unless otherwise set forth in the Contract, Consultant will submit invoices within thirty (30) days of Consultant's performance of the Services to Eagle Mountain. Consultant will prepare monthly progress reports in sufficient detail to document the progress of the work and support the monthly claim for payment. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Consultant will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Consultant as prescribed in the Utah Prompt Payment Act. The acceptance by Consultant of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Consultant. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Consultant. Eagle Mountain will not allow the Consultant to charge end users electronic payment fees of any kind.
21. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. If no deadline is stated, Consultant shall prosecute the work diligently. For all Services, time is of the essence. Consultant shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Consultant's failure to timely perform the Services required under this Contract.
22. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
23. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Consultant's Services, including Consultant's sub-consultants. Results of any evaluation may be made available to Consultant upon request.
24. **STANDARD OF CARE:** The Services of Consultant and its sub-consultants shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Consultant shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Consultant's claim against

Eagle Mountain), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

25. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
26. **CONSTRUCTION RETENTION:** If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as needed. If the work required from Consultant is due to errors in the design, Consultant will not be reimbursed. To enhance the communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.
27. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Consultant from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Consultant under this Contract for Services that do not conform to this Contract.
28. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.
29. **CONFIDENTIALITY:** If Confidential Information is disclosed to Consultant, Consultant shall: (i) advise its agents, officers, employees, partners, and Subconsultants of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Consultant will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information.

Consultant shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Consultant shall indemnify, hold harmless, and defend Eagle Mountain, including anyone for whom Eagle Mountain is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Consultant or anyone for whom the Consultant is liable.

Upon termination or expiration of this Contract, Consultant will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
30. **PUBLICITY:** Consultant shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.
31. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Consultant will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.
32. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Consultant agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Consultant prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Consultant shall transfer any ownership claim to Eagle Mountain.

33. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** Consultant (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to Eagle Mountain under this Contract.
34. **DESIGN/CONSTRUCTION:** Consultant will utilize all current Eagle Mountain standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Contract. Consultant will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
37. **PROCUREMENT ETHICS:** Consultant understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Consultant, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Consultant agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
39. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Consultant's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Consultant or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
40. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
41. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
42. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B:

SCOPE OF WORK/COST SCHEDULE

PROPOSAL FOR Eagle Mountain, Utah

5/1/2024

CityPOV (Citizen Survey)



Presented by: Ron Gailey, CEO/Founder
ron@onpointe-insights.com
385-222-9562

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LETTER OF INTRODUCTION

Brandon,

Onpointe Insights is excited to submit a proposal for a CityPOV citizen survey for the city of Eagle Mountain, Utah. CityPOV is used by cities and towns across the USA to guide their General Plans and Strategic. Its design is comprehensive and flexible enough to meet most needs. And I will be flexible to assure we meet your needs. This proposal is intended to be comprehensive of the proposed service. Please note the links to example dashboards in the Interactive Dashboards section.

Onpointe Insights is a rapidly growing research company focusing on cities, towns, counties and other municipalities across the United States.

OnPointe Insights has unique experience compared with other firms you may be considering. We know research through personal application. Ron Gailey, founder and CEO spent over 15 years as a senior executive at Washington Mutual Bank (JPM Chase) and many years at Coca-Cola. He provided the research that peer executives needed for strategy, planning, growth, marketing and more. They hated long reports, and they wanted clear and intuitive information.

In 2017, Ron started his own research company. Clients like Coca-Cola, T-Mobile, KFC, 1-800 Contacts, Kellogg's and others appreciated clear insights that guided their planning and strategy.

Along the way, Ben Thatcher, City manager of Boerne, Texas, sought help with their resident study. Ron designed an entirely new survey approach that simplified the survey for residents, but allowed for an analysis that was extremely intuitive and clear. Ben loved it! And Ron found a new mission, helping city leaders with complex decisions. It was far more fulfilling than helping sell more chicken or products. OnPointe Insights is devoted exclusively to municipalities and cities. Our strong team delivers the quality you need:

- Experts in applied survey design that is unbiased
- Experts in data collection
- Experts in creating an analysis that is intuitive and clear

Onpointe Insights Helps Leaders Prioritize High-Impact Efforts

As a city leader, you have finite resources: time, energy, money, staff, land, facilities, etc. Having insights that help you to plan and focus your resources wisely will make next steps clearer while providing positive resident impact, satisfaction and happiness.

A key difference between Onpointe Insights and others is our determined effort to help your leadership team become more harmoniously aligned on priorities by giving you clear prioritization with intuitive importance-low performance attributes.

This importance/performance data analysis is called a "GAP analysis." Onpointe Insights did not invent GAP analysis, nor did our competitors. It was brought into use for data-based research in 1979 by a professor at

the University of Idaho. However, we at Onpointe Insights have created an optimized proprietary design to maximize the number of attributes we prioritize for you while assuring the survey is easy on residents and not long or tedious to take.

Some providers give an importance-performance analysis but it is often very limited if it is done at all. Ours is the most holistic and thorough approach in the industry.



Most city clients explore importance and performance measures in the five major themes listed to the left. Onpointe Insights allows you to measure up to 10 attributes in each of the themes. **We accomplish this through our proprietary approach to survey design. It keeps the survey short, yet thoroughly explores each theme and up to 50 attributes customized for your city.**

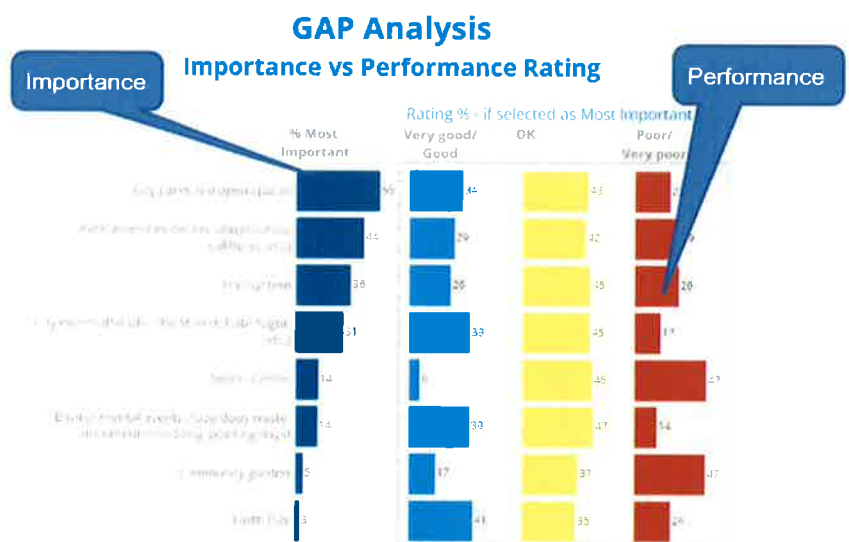
A lazy design makes your citizens work hard. Our approach is easier on citizens and more useful for you.

Our largest competitor gives importance-performance ratings on only 7 attributes and requires residents to answer well over a hundred questions. Their survey takes 20 to 30 minutes to answer. They are considered by some as the best in the business. This is too much time for

residents to spend on a survey. The problem isn't just the pain for residents! People often get lazy after about ten minutes and data quality suffers. **In just ten minutes we collect "Gap Analysis" data on about 5x attributes. It's not magic, it's just a smarter design.**

Here is an actual output from a city on the right. It is easy to see what is important to residents (the column on the far left). It is clear which areas are rated high in performance and which ones have room for improvement.

Your city will receive up to fifty attributes, grouped by themes, and rated just like this. Prioritization becomes simple and intuitive. City leaders love it.



Here are Onpointe's guiding rules for a better survey and analysis:

#1 Make it easy on residents

- Keep it short (Quality > Quantity)
- Avoid ranking questions (put this list in order - we have better ways)
- Limit open-end comment questions
- Optimize for mobile with minimal scrolling - paper surveys are dead

#2 Focus on issues that are truly important

- Don't ask residents to rate things that are not important to them
- Ask action oriented questions
- Remove curiosity questions

#3 Make the analysis clear and obvious

- Keep the report short, intuitive, and easy to use
- Every visualization should be beneficial for decision making. No eye candy
- Priorities should be easy and intuitive just from looking at the visualizations. No math required
- Make demographic comparisons easy to explore on any question

The Onpointe Insights team will deliver for you.

We are a lean company. We work virtually. It is a lifestyle we love and plan to preserve. After years of working with some of the world's largest companies (Coca-Cola, KFC, T-Mobile, and others), we have more than enough capability to handle your needs. All work will be done in-house. Your team will be as follows:

Ron Gailey - Founder / CEO

Ron was the Director of Insights for Coca-Cola across Asia for nearly 10 years. He provided the insights executives needed across 14 countries, including China, Japan, Vietnam, Thailand, Philippines, and more. Prior to that he directed market research at two Fortune 500 banks. He founded two successful market research firms, one devoted to Fortune 500 companies and the other providing expert research for mayors, members of city councils and city managers.

Ryan Young - Marketing and Operations (Language expert)

As head of Marketing and Operations, Ryan oversees survey creation, content writing, web development, video editing, and more. In addition to his skills overseeing research studies, Ryan is an expert in Asian languages, having studied linguistics at Brigham Young University. He is fluent in Thai, Laotian, Burmese and Mandarin

Francis Hatter - Support, Coding, Insights Francis supports analysis with 12 years of industry experience.

Learn more about the team on our website: <https://onpointe-insights.com/about-us/>

We appreciate your consideration of our proposal and look forward to your decision. We have many references at the end of this document who would be glad to share their positive experiences working with Onpointe Insights. If you have any questions, please do not hesitate to call us at (385) 222-9562.

Sincerely,



Ron Gailey

Founder/CEO, Onpointe Insights

459 N Haskell Landing, Elk Ridge, Utah 84651 Mobile: (385) 222-9562

ron@onpointe-insights.com www.onpointe-insights.com

SCOPE OF SERVICES & METHODOLOGY

STEP 1: DEVELOPING THE SURVEY AND DISTRIBUTION PLAN

STEP 1.1 DEVELOP THE SURVEYS

Once selected for the project, Onpointe Insights will meet with your staff to discuss and confirm the goals and objectives of each survey in the project. We will work with you to develop a fully customized survey. OnPointe Insights has a streamlined process and proven framework that requires minimal work from your team to get it right. We will also develop a plan to benchmark with past and future surveys where possible. The survey will require an initial 90-minute meeting with you, and then Onpointe Insights will develop a first draft.

Most city leaders share draft surveys internally for feedback and approval from relevant decision makers. We anticipate that 2-3 drafts of each survey will be prepared before the survey is approved by the city. Staff will be given the opportunity to review and test the final surveys and give full approval before fielding. Once surveys are approved, Onpointe Insights will conduct an internal pre-test to ensure the survey is functioning as designed.

STEP 1.2 DESIGN THE DISTRIBUTION PLAN

Onpointe Insights will work with you to develop a plan for distributing the survey. The citizen survey may include email, social media, posters, your website, postcards and any other distribution channels available to your city. Using multiple channels of distribution gives us a better representation of your city. Some providers like to use the U.S. mail as the backbone of their distribution. We have observed that most people respond poorly to paper mail. The mail is still valid, but so are other vital channels.

We typically get a 10% response rate or more from the adult population of a city. Generally, we seek a minimum of 600 responses. The overall results of 600 completed surveys would have a margin of error of +/-4.0% at a 95% level of confidence. We often get 1,000 or more responses, allowing for a 3.1% margin of error or better.

NOTE: What about older residents? Will an online survey work well for them? We note your city has many older residents. We have helped communities in Florida where 83% of the residents were age 55 and older. Going exclusively online was not a problem. In fact over 60% completed the survey on their phones, which is as intuitive as doing it on a computer. Survey design (making it intuitive and easy) is more important than being on paper. Some City clients encourage people to come to City Hall to complete the online survey, and that works well too.

Onpointe Insights will not charge you any additional fees for responses over 600. We set a maximum of 1,500. Demographic data will be used to monitor the distribution of responses to ensure the responding population of the survey is representative of the city.

STEP 1 DELIVERABLES

Onpointe Insights will deliver the approved final survey and communicate the distribution and fielding plan for that survey to city leaders.

STEP 2: EXECUTE & DISTRIBUTE THE SURVEY

Upon approval of the final survey and distribution plan, Onpointe Insights will field the survey. We recommend collecting all survey responses digitally. While we are able to deliver paper surveys, experience has shown they yield a low response rate, increase costs by a few thousand of dollars, and typically do not expand the reachable demographics in any meaningful way.

STEP 2.1 SURVEY ADMINISTRATION PROCEDURES

Onpointe Insights will work with the city to develop a communication plan for the survey. We can assist city staff with creating announcements for your website or social media platforms as well.

A best practice is for the city to first notify citizens the survey is coming, and then we follow-up shortly thereafter with the actual invite.

Depending on your preference, either Onpointe Insights or the city will write an email detailing the purpose of the survey, ensuring anonymity of responses and encouraging residents to participate. The email will include a clear link to the online survey and a means of contact for any technical assistance needs. Onpointe Insights will share non-identifying geographic and demographic data with the city. A good-faith effort will be made to remove all identifying data from any open-ended responses unless otherwise requested by a respondent, and all efforts will be made to guarantee the anonymity of all responses.

Onpointe Insights can facilitate the survey and invitations in multiple languages for a small additional fee. We will send out several follow up emails to all invited parties who have not yet taken the survey. These follow-ups will significantly increase the response rate and guarantee better representation.

We will take measures to track the number of responses to prevent ballot-stuffing and to ensure each response is unique, including thorough screening questions, unique one-time use links, IP address review, and others.

Onpointe Insights will host the survey, ensuring that all responses are anonymous and secure.

Sample size: For Eagle Mountain, we estimate that the sample size will be at least 800 completed surveys, and we set a maximum of 1,500. A sample size of 300 works, but for something as important as a General Plan, you may want to dig deeper into the data. We will assure you can.

STEP 2.2 DATA CLEANING AND QUALITY CONTROL

Quality control and assurance is directly overseen by senior Onpointe Insights staff. We bring cities the same quality expected by top level executives in some of the world's most competitive private companies.

We use the robust processes for cities that are used for managing complex programs across multiple countries and languages in the private sector. Coca-Cola, KFC, T-Mobile and others trusted our data quality approach.

Our approach minimizes the potential for human error, which is a real issue among survey providers using paper or over-the-phone collection methods and then manually entering data into computers.

STEP 2 DELIVERABLES

Onpointe Insights will assure that all responses are valid, that ballot-stuffing is eliminated, and that cheaters or speeders are removed. You can trust the reliability and accuracy of data received.

STEP 3: ANALYSIS AND DASHBOARD

Onpointe Insights will analyze the citizen survey data for the city and deliver it in an intuitive and powerful insights dashboard. The analysis tools used to create the dashboard, and important features of the dashboard are explained below:

STEP 3.1 COMPREHENSIVE GAP ANALYSIS

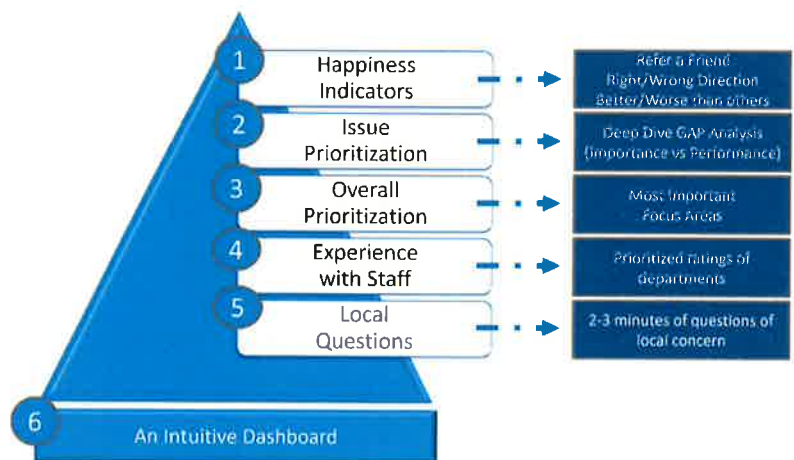
OnPointe Insights' proprietary survey design allows us to provide the city with the best importance-performance GAP analysis in the industry. Onpointe Insights is able to gather the same amount of data in a survey taking less than half the time compared to our largest competitors. It comes from a unique and intelligent design that is time tested in the world of business and unique for city research.

The importance-performance GAP analysis allows city leaders to easily and effectively prioritize various issues or projects in the city. By focusing on those areas where importance is high and performance ratings are low, city leaders can make the biggest positive impact for their residents. We have honed and perfected this system of data collection and analysis in the highly competitive private sector and adapted it for specialized use by local governments.

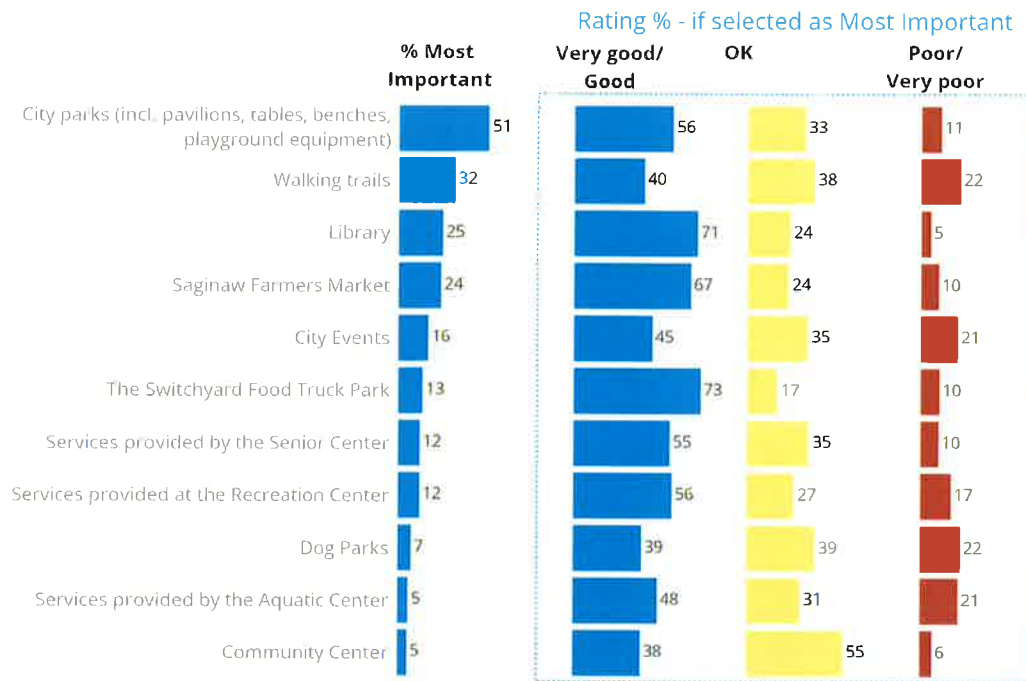
Your Citizen survey begins with happiness indicators that are specifically designed to capture the current state and the trajectory of the city, according to residents. The next phase is issue prioritization. Our approach allows for many more attributes to be prioritized in a shorter survey by first asking respondents to select issues or topics that are most important to them. Then they rate only those attributes that are important and relevant to them. This approach saves considerable time while ensuring that citizens stay engaged while responding.

For the Citizen Survey, 50 attributes are grouped into major themes keeping questions clear and intuitive.

We promise that the data we collect will be more meaningful, and the survey more efficient and comprehensive than any other on the market.



The following table shows an example of the Onpointe Insights Importance-Performance GAP analysis output for the citizen survey.



In this example, the city could increase overall satisfaction by focusing on improving walking trails and city events. These are intuitively identified as areas of focus because they are both relatively high in importance, and relatively low in performance. Dog parks have a similarly low performance rating to walking trails, but dog parks are not identified as a top priority because they are low in importance. It doesn't mean the city can't fix the dog park. It does mean they should focus their efforts on the walking trails first, before moving on to the dog parks, to have the greatest positive impact on the most residents.

Gathering satisfaction data alone will not allow you to confidently prioritize what matters most. It is necessary to see importance ratings and satisfaction/performance ratings side by side in a GAP analysis to prioritize effectively. Our competitors are limited in quality and scope for this kind of analysis.

Note: Do not be misled into thinking that areas where citizens are least satisfied are most important to focus on. Some attributes are vitally important, and your city may be doing quite well on them. Others are not too important overall, but a few citizens pull the satisfaction down because they feel you're doing poorly. Only Onpointe Insights provides a true Importance / Performance analysis you can rely on.

Don't be misled by companies who derive importance by statistically comparing satisfaction over numerous attributes to overall city satisfaction. We've seen many such analyses. Their derived analysis often explains only 20% of overall satisfaction. We love and use statistics to derive correlations routinely. But it is a mistake in something as varied and complex as satisfaction with the city. What you get is misleading results.

STEP 3.2 BENCHMARKING / TRENDS ANALYSIS

Onpointe Insights works with cities across the nation, allowing us to provide benchmark comparisons with similar-sized cities. While it can be helpful to compare your city to other cities, we believe it is much more important to have insights that guide next steps within your own city. Benchmarks are rarely useful for decision making purposes.

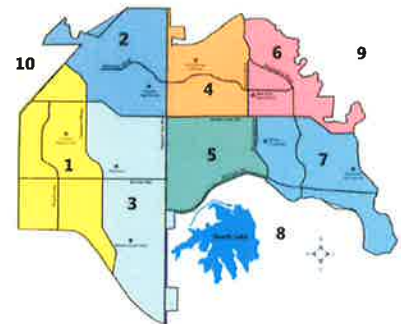
Onpointe Insights will collaborate on benchmarks that will be most meaningful for you. We will ensure that you have smart benchmarking and comparison data to know if your city's ratings are above or below target benchmarks. If your city conducts resident surveys with Onpointe Insights on an annual or biannual basis, you will receive continuing trend analysis for relevant questions. The chart to the right shows an example trend analysis.

STEP 3.3 GEOGRAPHIC COMPARISONS

For the CityPOV Citizen Survey, Onpointe Insights will allow you to compare the results of every question on the survey by geographic areas decided upon by the city.

Using maps in our survey ensures anonymity while providing accurate comparison data for the various regions of the city.

Understand priorities by region or compare satisfaction levels on services or topics asked in the survey to focus.



STEP 3.4 CROSS-TABULATIONS & FILTERS

Onpointe Insights provides easy-to-use cross-tabulations and filters built into the insights dashboard for each question. Any company will provide cross-tabs, but our approach is truly intuitive and useful.

Our approach allows city leaders to understand how key demographic variables affect the data (i.e., age, gender, income, number of years lived in the city, geographic characteristics, and others) in a way that is natural and intuitive. Onpointe Insights will help you understand the significant differences found between key demographic groups.

Onpointe Insights collects open-ended comments where appropriate. To preserve the brevity of the survey, the number of open-ended questions is limited.

[illegible]

Factor	Percentage
Safe & Secure (paint, picketfeful)	35%
Neighborhood/Community-friendly	31%
General (love it, great, lifestyle)	17%
Small town feel / rural	15%
Safety, Security, crime problems	11%
Schools are great	10%
Kid friendly/Family Friendly/Good schools	10%
Growth/Congestion (losing small-town feel)	9%
Accessible location	9%
Police / EMS / Fire	9%
Taxes, Utilities, Water	8%
Traffic issues	8%
Amenities good (parks, pickleball, playgrounds, etc.)	8%
Street, road issues	7%
Clear city	6%
Accessible to restaurants, shopping, etc.	4%
Fireworks (too much noise/contamination)	4%
Amenities lacking (facilities, parks, services)	3%
City Government (concerns)	3%
Business District (lack quality food, restaurants)	3%
General Negative (getting worse, etc.)	3%
Other comments	2%
Infrastructure concerns (potholes, overwhelmed)	2%
Scenery/beautiful/wildlife	2%
Business District (lack shopping)	2%
Cost of living, expensive property	2%
Spaces not well maintained / weedy/messy / run down	2%
City Government	1%

Note:
Smiley face = positive response
Down indicator = negative response

Note:
Smiley face = positive response
Down indicator = negative response

NPS_OE - A2 Why did you give that rating for the city? (demos)
Growing community, great schools, safe, great cost of living, perfect place to raise a family - 35-44 - Female - 5-9 years in City - Area 3
This is a safe place to raise a family and have all of the amenities that are very accessible. - 35-44 - Male - 1-4 years in City - Area 8
We love the small town feel yet it's close to necessities. It's safe for our kids to walk around. - 35-44 - Female - 1-4 years in City - Area 4
I love that it feels like a small town. Although I am worried that is changing. There is a lot more housing being planned and open spaces are not being protected. Lot sizes seem to be shrinking and there aren't as many parks being put in. I love the area. It has been a great place to raise our kids, but I don't know if I see myself living here in the next 2-5 years. A lot of the beautiful fields are being developed. It feels like it will be a bunch of housing developments with no more open space. - 35-44 - Male - 5-9 years in City - Area 3

STEP 3.6 INTERACTIVE DATA DASHBOARD

Many providers offer a dashboard, but rarely include in the initial price. They are routinely difficult to navigate, too long, and not intuitive. Some are well over 200 pages long - not much of a dashboard, in our opinion.

We include an intuitive insights dashboard with every Onpointe Insights survey. It makes data easy to digest. You can quickly use it to inform decisions and guide your planning. Access full results in real time anywhere.

The insights dashboard will include:

- Intuitive visualizations for all questions on the survey
- Effortless navigation
- Easy filters on all questions
- Importance-performance GAP analysis on up to 50 city attributes
- An executive summary that includes a description of the survey and methodology, an overview of major survey findings and survey topics, survey background, and a profile of respondents
- Clear cross-tabulations
- Easy-to-digest coded overviews of open-end comments and comments tagged with demographic data
- Helpful commentary on the data analysis
- Benchmarking
- Geographic and demographic comparisons.

You will love our dashboard! Check out an example [CityPOV dashboard](https://app.displayr.com/Dashboard?id=9bff7eeb-4f2f-4043-b689-c2be1d5934c1#page=669a68fc-322d-41f6-899b-db37db637768) by clicking the hyperlink or image below. It contains much of what you'll get, although it has been refined as a demo.



<https://app.displayr.com/Dashboard?id=9bff7eeb-4f2f-4043-b689-c2be1d5934c1#page=669a68fc-322d-41f6-899b-db37db637768>

Scott Forssell
Mayor of Hayden, Idaho

"Ron and his team spent an extraordinary amount of time working with our Council to develop a survey that met our needs and was free of bias. Their analysis of the results was prompt and easily understood not only by the Council but also by our citizens. It was extremely helpful that Ron knew the lingo due to his work on his own local planning and zoning commission.

I have received many, many compliments regarding the survey and it's easy-to-understand results. We could not be happier with the product."

STEP 3.7 PREPARE A FINAL REPORT

The dashboard allows you to export all pages you desire to Excel, Powerpoint or PDF. This provides an excellent final report. Few cities want an additional final report because the insights dashboard provides everything needed. However, for a small fee we would be glad to create one for you in the formatting you need.

If you desire a paper report, we can easily provide one for you. None of our cities have wanted one for either their Citizen study or their Employee survey. The dashboard is simply far more useful.

STEP 3 DELIVERABLES

Onpointe Insights will deliver a comprehensive insights dashboard with all previously described qualities. We will present the dashboard and our findings to city leadership.

ANALYSIS & PRESENTATION STEPS

- Draft Insights Dashboard - One business day after the survey closes.
- Draft presentation shared with our key city contact - Two to three business days after survey closes
- Presentation to city leadership team - One week after survey closes
- Final presentation to Mayor and City Council - As scheduled

Most cities ask us to present to their Mayor and City Council. We take several steps to assure the results are fully prepared when we meet with the council. Onpointe Insights will work with you to ensure your full leadership team is informed and fully satisfied with the dashboard and reports before we present it to the City Council.

CITY RESPONSIBILITIES

Onpointe Insights can accomplish the majority of the goals and objectives for this project with minimal assistance required from the city. We request help from the city with the following:

- Collaborate and align on survey goals and content
 - Timely internal sharing of survey drafts and periodic review
 - Assistance with defining meaningful geographic zones for your city
 - Test and give final approval of the survey
 - Assistance in acquiring an email list for distribution (e.g. utility billing or waste management contact list)
 - Review initial drafts of the final analysis
-

FULL PROJECT TIMELINE

CityPOV surveys take approximately 7-9 weeks to complete. This includes survey design, fielding, dashboard creation, analysis and results sharing.

We do all the heavy lifting and collaborate as needed along the way. You focus on running the city and we'll take as little of your time as possible.

Typical Project Timing	Month 1				Month 2			
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Project awarded, agreements, onboarding	■							
Questionnaire developed, programmed, reviewed, tested		■	■	■				
Fieldwork with citizens					■	■	■	
Analysis, dashboard creation						■	■	■
Dashboard / results shared								■

PRICING

CityPOV Pricing: Our cost for the CityPOV Citizen survey is \$18,960 for a single survey. We both benefit if your city is open to a longer relationship. For a 2 year commitment, the cost will be \$16,960 per year. **For a 3-year commitment, the cost is just \$14,960.**

CityPOV Cost Details	Fees USD\$
Project management	\$2,060
Questionnaire Design/Programming	\$1,790
Questionnaire technology fees	\$950
Fieldwork & monitoring	\$1,540
Data extraction	\$510
Coding, Cleaning	\$1,790
Analysis / Insights development / Report	\$6,400
Dashboard tech fees / creation	\$3,920
Total Research Investment (1-time)	\$18,960
Discount for 2-year contract (per year)	(\$2,000)
2-year contract annual cost (per year)	\$16,960
Discount for a 3-year contract (per year)	(\$4,000)
3-year contract annual cost (per year)	\$14,960

Additional costs: We foresee no additional costs. Here are some exceptions you may choose.

- **Mail:** The prices above assume there will be no mail surveys. We will gladly do a postcard mailing to invite participation to all residents or a sample. The additional cost will be \$1.25 per card mailed.
- **Languages:** The prices above assume the survey will be in English only. However, we can add Spanish or other needed languages for an additional \$650 each.
- **A paper report:** If you desire to have a paper report or a PDF of findings, we can quickly and efficiently provide one for you. An additional cost of \$500 covers our time to create it. However, none of our cities have requested one. The dashboard is far more useful and intuitive than you can get on paper.

Some cities select a multi-study commitment rather than a multi-year. We are flexible. And we will work with you if you want to shake things up from year to year. Some cities like to do other surveys in off years to do deeper dives into other topics, including business surveys, housing surveys, happiness surveys, library surveys, parks & rec surveys, and surveys designed to give feedback for bond issues. Some cities trade off CityPOV and StaffPOV every other year. We will make sure that you get proper value for the money for your multi-year contract.

REFERENCES & EXPERIENCE

The Onpointe Insights team has recently worked with all of the cities listed below. Please reach out to our references. You will receive the same exceptional quality and return on investment from your survey as they did.

Also, please check out <https://onpointe-insights.com/case-study/> to view thorough case studies of some of our previous projects.

Recent City Clients

Boerne, Texas

Name: Ben Thatcher (City Manager)

Email: bthatcher@boerne-tx.gov

Phone: (830) 249-9511

Keller, Texas

Name: Aaron Rector (Interim City Manager)

Email: arector@cityofkeller.com

Phone: 817-743-4001

Marco Island, Florida

Name: Casey Lucius (Asst City Manager)

Email: clucius@cityofmarcoisland.com

Phone: 239-389-3969

Farmington, Utah

Name: Brigham Mellor (City Manager)

Email: bmellor@farmington.utah.gov

Phone: 801-939-9225

Richland Hills, Texas

Name: Candace Edmondson (City Manager)

Email: cedmondson@richlandhills.com

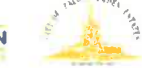
Phone: 817-616-3800

Payson, Utah

Name: Dave Tuckett (City Manager)

Email: davet@payson.org

Phone: 801-465-5234



All cities listed above had a citizen survey that was completed within the past 18 months.

ADDITIONAL INFORMATION:

Many cities require additional information that we have provided (because you asked for it in your request) or that we will gladly provide (if you did not ask for it), including:

- Certification of insurance (GL/ PL)
- Workers Comp - Proof of Insurance
- W-9
- Certificate of Authority for your state
- Biographies of associates who will be assigned to you
- A clear Statement of Work for the project

Working with municipalities is our focus, and we can quickly provide what you need.

Conflict of Interest: We have no conflict of interest with the Town of Eagle Mountain, Utah. We will gladly certify that in writing, if needed.

ATTACHMENT C:

INSURANCE