

40  
RESOLUTION NO. R- ~~100~~ 2024

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING  
A PROFESSIONAL SERVICES AGREEMENT WITH REDKOR BRAND CAMPAIGNS  
TO CREATE A MARKETING PLAN**

*PREAMBLE*

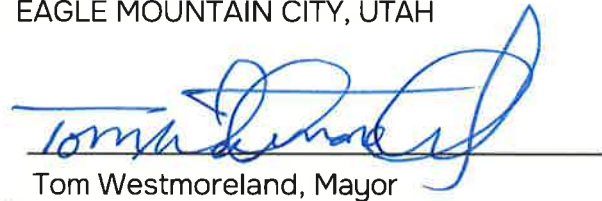
The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with REDKOR Brand Campaigns to create a marketing plan, as set forth in Exhibit A.

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 Agreement with REDKOR Brand Campaigns is approved 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 2<sup>nd</sup> day of July, 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 2<sup>nd</sup> day of July, 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*

email to tmaffitt@emcity.org

TMAFFITT

## EAGLE MOUNTAIN CITY CONTRACT FOR SERVICES

*This contract and all attachments are public record.*

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

REDKOR Brand Campaigns

Name

198 S Main Street

Address

Springville, UT 84663

City, State ZIP

### LEGAL STATUS OF CONTRACTOR

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

Contact Name: Rushford Lee

Phone Number: 801-372-0213

Email: rushford@redkorbrands.com

Vendor Number: 6022501

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

Eagle Mountain City Marketing Plan

3. **CONTRACT PERIOD:**

Effective Date: 7/11/2024

**Project Completion Deadline** (Contractor will complete the Scope of Work on or before): 2/28/2025

**Termination Date** (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): 2/28/2025

**Renewal Options** (if applicable):

**Eagle Mountain City Project Manager Signature:** Tyler Maffitt

Digitally signed by Tyler Maffitt  
Date: 2024.07.11 12:55:25 -06'00'

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

- a. Total Contract Cost: 24500 GL Account No: 10-19-41970-4531  
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 16 day of July, 20 24

EAGLE MOUNTAIN CITY

[Signature]  
Signature

Print Name: Tom Nestmoreland

Title: Mayor

ATTEST:

[Signature]  
Fionnuala B. Kofoed, MMC  
City Recorder



APPROVED AS TO FORM

[Signature]  
96  
Marcus Draper  
City Attorney

Dated this 15TH 7/15/24 day of JULY, 20 24

CONTRACTOR

[Signature]  
Signature

Print Name: RUSHTERD M. LEE

Title: PRESIDENT

**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.



PREPARED FOR

# Eagle Mountain Marketing

PUBLIC AWARENESS SOCIAL STRATEGY | APR. 10, 2024



- SPECIALIZED + OBJECTIVE.
- IMPACTFUL + RESOURCEFUL.
- FLEXIBLE WITH 26+ YEARS EXPERIENCE.
- FRIENDLY + CURIOUS.

## Cover Letter

Tyler Maffitt  
Communications Manager  
Eagle Mountain City  
tmaffitt@emcity.org  
385.272.4017

Tyler,

We're excited to be working with you on this Public Awareness and Social Strategy Campaign. Thank you for your guidance and direction as we've worked together on this campaign.

The Eagle Mountain community captures a neighborhood feel in the midst of Utah's urban corridor. And our city is poised for smart growth and substantial business development. However, to unlock this potential, it's crucial to establish and maintain our own narrative by addressing existing public perception and engaging the community positively. A narrative Eagle Mountain controls will more effectively foster community connection and smart growth for generations to come. It is essential that we seize this opportunity to craft our own narrative, one that reflects the true character and values of Eagle Mountain City, and one that will ensure a prosperous future for all who call it home.

In the following proposal, we've provided you with some background on our agency, our process, relevant work for other clients, and references.

If this approach to communications works for you, then we look forward to getting working with you.

Sincerely,



**Rushford Lee**  
Managing Partner  
rushford@redkorbrands.com  
801.372.0213

# Table of Contents

<b>01</b>	About Our Firm
<b>02</b>	Project Goals
<b>03</b>	Previous Projects
<b>07</b>	References
	<b>Stages</b>
<b>08</b>	<b>STAGE 1</b> Research, Evaluation + Goals
<b>09</b>	<b>STAGE 2</b> Tactic Implementation
<b>11</b>	Marketing Development
<b>12</b>	Timeline + Pricing
<b>13</b>	Terms and Conditions
<b>14</b>	Thank You

# About Our Firm

REDKOR ELEVATES GREAT DESIGN BY GROUNDING IT IN SOLID AUDIENCE RESEARCH TO MAKE SURE YOU'RE BUILDING A BRAND, MESSAGING, AND MARKETING STRATEGY THAT WILL GET THE BEST RESULTS. IT'S AN APPROACH THAT COMBINES ALL THE PROS OF LOGICAL LEFT-BRAIN THINKING WITH RIGHT-BRAIN CREATIVITY! THAT'S WHAT MAKES US UNIQUE.



**Rushford  
Lee**

## **PARTNER + CEO**

Rushford is the driving force behind Redkor's growth and success. He has over 20 years of experience in the design and marketing industry, and has led numerous successful campaigns for a wide range of clients. He is a strategic thinker and a creative problem solver, and he is passionate about helping his clients achieve their business goals.



**Mark  
Orton**

## **PARTNER + CCO**

Mark is a creative and strategic thinker who has been instrumental in the growth of Redkor. He has over 15 years of experience in the design and marketing industry, and has led numerous successful campaigns for a wide range of clients. He is a strategic thinker and a creative problem solver, and he is passionate about helping his clients achieve their business goals.



**Drea  
Leary**

## **MARKETING**

Drea is a marketing professional with over 10 years of experience. She has a strong background in digital marketing, social media, and content marketing. She is a strategic thinker and a creative problem solver, and she is passionate about helping her clients achieve their business goals.



**Amy  
Kendall**

## **MESSAGING + STORY**

Amy is a messaging and story expert with over 10 years of experience. She has a strong background in brand messaging, storytelling, and content marketing. She is a strategic thinker and a creative problem solver, and she is passionate about helping her clients achieve their business goals.



**Dallin  
Millard**

## **ART DIRECTOR**

Dallin is an art director with over 10 years of experience. He has a strong background in visual design, branding, and content marketing. He is a strategic thinker and a creative problem solver, and he is passionate about helping his clients achieve their business goals.



**Cassie  
Moore**

## **PROJECT MANAGER**

Cassie is a project manager with over 10 years of experience. She has a strong background in project management, branding, and content marketing. She is a strategic thinker and a creative problem solver, and she is passionate about helping her clients achieve their business goals.



# Previous Projects

CLYDE COMPANIES



During the project, Clyde Companies was responsible for the design and construction of the new Sunroc facility. The project was completed on time and within budget.

The new Sunroc facility is now operational and is providing a high level of service to the community.

The project was a success for all involved and we look forward to working with Clyde Companies on future projects.

RediKor is proud to have worked with Clyde Companies on this project and we look forward to future collaborations.

For more information on our previous projects, please visit our website.



CLICK TO VIEW  
THEIR PLAYBOOK



## Previous Projects

HIRSCHI COMPANIES



HIRSCHI MASONRY is a leading provider of masonry services in the Southwest. The company has a long history of providing high-quality masonry work for a variety of clients, including residential, commercial, and industrial. HIRSCHI MASONRY is committed to providing exceptional customer service and is proud to be a part of the HIRSCHI COMPANIES family.

HIRSCHI MASONRY is a leading provider of masonry services in the Southwest. The company has a long history of providing high-quality masonry work for a variety of clients, including residential, commercial, and industrial. HIRSCHI MASONRY is committed to providing exceptional customer service and is proud to be a part of the HIRSCHI COMPANIES family.

HIRSCHI IRON is a leading provider of iron services in the Southwest. The company has a long history of providing high-quality iron work for a variety of clients, including residential, commercial, and industrial. HIRSCHI IRON is committed to providing exceptional customer service and is proud to be a part of the HIRSCHI COMPANIES family.

HIRSCHI IRON is a leading provider of iron services in the Southwest. The company has a long history of providing high-quality iron work for a variety of clients, including residential, commercial, and industrial. HIRSCHI IRON is committed to providing exceptional customer service and is proud to be a part of the HIRSCHI COMPANIES family.

HIRSCHI POWDER COATING is a leading provider of powder coating services in the Southwest. The company has a long history of providing high-quality powder coating work for a variety of clients, including residential, commercial, and industrial. HIRSCHI POWDER COATING is committed to providing exceptional customer service and is proud to be a part of the HIRSCHI COMPANIES family.

HIRSCHI POWDER COATING is a leading provider of powder coating services in the Southwest. The company has a long history of providing high-quality powder coating work for a variety of clients, including residential, commercial, and industrial. HIRSCHI POWDER COATING is committed to providing exceptional customer service and is proud to be a part of the HIRSCHI COMPANIES family.

[CLICK TO VIEW THEIR PLAYBOOK](#)

## Previous Projects

UFIRST CREDIT UNION



The UFIRST Credit Union website was designed to provide a seamless user experience across all devices. The design focused on clarity and ease of navigation, ensuring that members could quickly find the information they needed. The website features a clean, modern layout with a prominent red color scheme that aligns with the UFIRST brand identity. Key elements include a clear header, intuitive navigation menus, and a responsive design that adapts to various screen sizes. The content is organized to highlight the benefits of membership and the range of services offered, with a focus on making the user journey as straightforward as possible.

Designing the UFIRST mobile app was a collaborative effort between the design and development teams. The app was built using a cross-platform framework to ensure consistent functionality and a unified look across both iOS and Android. The user interface was simplified to accommodate smaller screens while maintaining all essential features. Push notifications were implemented to keep members informed about important updates, offers, and account activity. The app's performance was optimized for speed and reliability, ensuring a smooth and enjoyable experience for all users.

Creating the UFIRST brand identity was a foundational step in the project. It involved developing a cohesive visual language that would represent the credit union's values of community, service, and innovation. The brand identity includes a set of guidelines for the logo, color palette, typography, and imagery. These elements were carefully chosen to convey a sense of trust and approachability. The brand voice was also defined, ensuring that all communications, from print ads to digital content, reflected the UFIRST ethos.



CLICK TO VIEW  
THEIR PLAYBOOK

## References



### CLYDE COMPANIES

REDKOR has been a fantastic service. They have followed up with us year after year to see how they can support us with our branding. From the beginning REDKOR approached our re-branding with open minds and wanted to hear from all stakeholders. We were happy with the branding process but even more happy with the follow up support.



**Julie Warnick**  
Director of Marketing and Communications  
801.802.6932  
jwarnick@clydeinc.com



*Working with REDKOR was a fantastic experience. Not only do they have great talent and creativity, but they are easy to work with and are very responsive. They were able to solve our complex re-branding situation and balanced many internal views and opinions to find the solution that was just right for us.*



### INFINITE MIND

REDKOR has been amazing. We did a full branding package with them, including research, target market personas, brand language, icons, logos, colors, style guide. Rushford helped us address some tough questions about who our target market is, and how they want to consume our brand and products. This helped us get out of our own way. Their designs were modern and attractive. The style guide is perfect. We have given it to other vendors of ours and they knew exactly how we wanted to be represented.



**Brian Green**  
Director of Marketing  
801.573.2069  
bryan@infinitemind.io



*REDKOR has been amazing. We did a full branding package with them, including research, target market personas, brand language, icons, logos, colors, style guide. Rushford helped us address some tough questions about who our target market is, and how they want to consume our brand and products. This helped us get out of our own way. Their designs were modern and attractive. The style guide is perfect. We have given it to other vendors of ours and they knew exactly how we wanted to be represented.*



### BLUFFDALE, UTAH

REDKOR has been a fantastic service. They have followed up with us year after year to see how they can support us with our branding. From the beginning REDKOR approached our re-branding with open minds and wanted to hear from all stakeholders. We were happy with the branding process but even more happy with the follow up support.



**Natalie Hall**  
Mayor  
801.633.6833  
nhall@bluffdale.com



*Not only did REDKOR provide a fantastic service, they have followed up with us year after year to see how they can support us with our branding. From the beginning REDKOR approached our re-branding with open minds and wanted to hear from all stakeholders. We were happy with the branding process but even more happy with the follow up support.*

# Research, Evaluation and Goals

EXPECTED TIMELINE: 1-2 MONTHS

## RESEARCH

Assess the current landscape of the market and the current state of the market. Identify the current state of the market and the current state of the market. Identify the current state of the market and the current state of the market.

- Identify the current state of the market and the current state of the market.
- Identify the current state of the market and the current state of the market.

## EVALUATION

Identify the current state of the market and the current state of the market. Identify the current state of the market and the current state of the market. Identify the current state of the market and the current state of the market.

- Identify the current state of the market and the current state of the market.
- Identify the current state of the market and the current state of the market.

## GOALS

Identify the current state of the market and the current state of the market. Identify the current state of the market and the current state of the market. Identify the current state of the market and the current state of the market.

- Identify the current state of the market and the current state of the market.
- Identify the current state of the market and the current state of the market.
- Identify the current state of the market and the current state of the market.
- Identify the current state of the market and the current state of the market.
- Identify the current state of the market and the current state of the market.

BI-WEEKLY TOUCH BASE MEETINGS FOR UPDATES ON RESEARCH FINDINGS WILL BE HELD UP TO THE IMPLEMENTATION STAGE.

## Tactic Implementation

EXPECTED TIMELINE: ONGOING

## ESTABLISHING CONTROL &amp; OWNERSHIP OF THE NARRATIVE:

• Establish a central, accessible, public-facing resource center to share information on the plan.

• Develop an internal staff or volunteer network to support the plan, including social media, public events, and community outreach.

• Develop a central, accessible, public-facing resource center to share information on the plan, including social media, public events, and community outreach.

## HOW DO WE CHANGE &amp; MANAGE PUBLIC SENTIMENT:

• Develop a central, accessible, public-facing resource center to share information on the plan, including social media, public events, and community outreach.

• Develop an internal staff or volunteer network to support the plan, including social media, public events, and community outreach.

*I.e. Ben Lyne (Runnerguywithasign), Joy Roberts (Pres., Eagle Mountain Senior Citizens Council)*

• Develop a central, accessible, public-facing resource center to share information on the plan, including social media, public events, and community outreach.

• Develop an internal staff or volunteer network to support the plan, including social media, public events, and community outreach.  
*I.e. regarding Transportation Funding, develop posts regarding the benefits of roads like Mountain View Corridor and Hidden Valley Road.*

81

## ENGAGING RESIDENTS AND FOSTERING COMMUNITY SPIRIT:

• Develop a central, accessible, public-facing resource center to share information on the plan, including social media, public events, and community outreach.

• Develop a central, accessible, public-facing resource center to share information on the plan, including social media, public events, and community outreach.

## HOW DO WE PROMOTE POSITIVE ENGAGEMENT TRENDS:

• Develop a central, accessible, public-facing resource center to share information on the plan, including social media, public events, and community outreach.

• Develop an internal staff or volunteer network to support the plan, including social media, public events, and community outreach.

• Develop a central, accessible, public-facing resource center to share information on the plan, including social media, public events, and community outreach.

*I.e. A local outdoor cheerleader posts about their excitement about the city-wide trail network plan.*

• Develop an internal staff or volunteer network to support the plan, including social media, public events, and community outreach.

• Develop a central, accessible, public-facing resource center to share information on the plan, including social media, public events, and community outreach.

• Develop an internal staff or volunteer network to support the plan, including social media, public events, and community outreach.

## PROMOTING SMART GROWTH ON ALL LEVELS:

• Develop a central, accessible, public-facing resource center to share information on the plan, including social media, public events, and community outreach.

• Develop a central, accessible, public-facing resource center to share information on the plan, including social media, public events, and community outreach.

## Tactic Implementation

EXPECTED TIMELINE: ONGOING

## HOW DO WE ENCOURAGE GROWTH BY INCREASE NON-RESIDENT FOLLOWERS:

- Encourage to build an engaging social media base. Monitor the social media for comments and the community and respond to questions.

- Monitor, and respond to all negative feedback on the social media. Responding online to reviews and comments.

## TOURISM:

- Encourage visitors to visit Eagle Mountain. Encourage visitors to visit Eagle Mountain. Encourage visitors to visit Eagle Mountain.

- Encourage visitors to visit Eagle Mountain. Encourage visitors to visit Eagle Mountain. Encourage visitors to visit Eagle Mountain.

## RESIDENTIAL:

- Encourage visitors to visit Eagle Mountain. Encourage visitors to visit Eagle Mountain. Encourage visitors to visit Eagle Mountain.

- Encourage visitors to visit Eagle Mountain. Encourage visitors to visit Eagle Mountain. Encourage visitors to visit Eagle Mountain.

*I.e. The city promotes their generational planning including a balanced city that is proactively managing smart growth and maintaining quality home-ownership.*

## BUSINESS

- Encourage visitors to visit Eagle Mountain. Encourage visitors to visit Eagle Mountain. Encourage visitors to visit Eagle Mountain.

- Encourage visitors to visit Eagle Mountain. Encourage visitors to visit Eagle Mountain. Encourage visitors to visit Eagle Mountain.

*I.e. 4/5 businesses say Eagle Mountain is an attractive place for businesses to locate.*



# Marketing Development

Every business needs a marketing strategy to succeed. A marketing strategy is a plan that outlines how a business will reach its target audience and achieve its marketing goals. It is a roadmap for your marketing efforts, helping you to focus your resources and maximize your return on investment.

## YOU CAN EXPECT...

- A clear understanding of your target audience and their needs
- A comprehensive marketing plan that outlines your goals, strategies, and tactics
- A budget that is realistic and achievable
- A timeline that is realistic and achievable
- A team of professionals who are experienced in marketing development
- A strategy that is tailored to your business and industry
- A strategy that is flexible and can be adjusted as needed



BRAND POSITIONING

SWOT ANALYSIS

BRAND NARRATIVE

MARKETING GOALS

MARKETING ASSETS

KEY MARKETING GOALS

MARKETING STRATEGY

KEYWORD ANALYSIS

SOCIAL MEDIA AUDIT

STRATEGY TIMELINE

TAGLINES & HEADLINE

CONCEPTS

Time + Cost Breakdown

Our first step is to identify your brand's goals and objectives. We will work with you to understand your business and your marketing needs. This will help us to create a customized marketing plan that will meet your needs and objectives.

Whether you are looking for a full-service marketing solution or just need help with a specific marketing tactic, we can help you. We will work with you to create a customized marketing plan that will meet your needs and objectives.

<b>STAGE 1</b>	RESEARCH EVALUATIONS & GOALS	TIMING: 1-2 MONTHS
<b>STAGE 2</b>	TACTIC IMPLIMENTATION	TIMING: 6-12 MONTHS
MONTHLY COST - <i>discontinue at any time</i>		TOTAL COST \$3,500/MO



# Term and Conditions

**CONFIDENTIALITY AGREEMENT** RedKor Brands, LLC and its affiliates ("RedKor") hereby agree to maintain the confidentiality of all information, including but not limited to, trade secrets, confidential information, and other proprietary information, that is disclosed to RedKor by you or your affiliates, in connection with the performance of the services provided by RedKor to you or your affiliates. RedKor shall not disclose such information to any third party, except as may be required by law or as may be necessary to perform the services provided by RedKor to you or your affiliates. RedKor shall also not use such information for any purpose other than the performance of the services provided by RedKor to you or your affiliates. This confidentiality obligation shall survive the termination or expiration of the agreement between RedKor and you or your affiliates.

**FORCE MAJEURE** In the event that the performance of the services provided by RedKor to you or your affiliates is delayed or prevented by a force majeure event, RedKor shall not be liable for such delay or prevention. A force majeure event shall be defined as an event that is beyond the control of RedKor and that makes the performance of the services provided by RedKor to you or your affiliates impossible, impracticable, or illegal.

**MISCELLANEOUS NOTICES** - All notices required by this agreement shall be in writing and shall be delivered to the party to whom the notice is directed at the address set forth in the agreement. Notices shall be deemed to have been delivered if they are delivered by first-class mail, return receipt requested, or by a recognized overnight delivery service.

**TITLES** - All titles, slogans, and other marks created by RedKor for you or your affiliates shall be the property of RedKor. RedKor shall retain all rights in and to such titles, slogans, and other marks, including the right to use such titles, slogans, and other marks in connection with the services provided by RedKor to you or your affiliates.

**RIGHTS** - RedKor shall retain all rights in and to any work created by RedKor for you or your affiliates, including but not limited to, the right to use such work in connection with the services provided by RedKor to you or your affiliates. RedKor shall also retain all rights in and to any work created by RedKor for you or your affiliates, including but not limited to, the right to use such work in connection with the services provided by RedKor to you or your affiliates.

**PAYMENT TERMS** - All payments required by this agreement shall be made by you or your affiliates to RedKor within the time specified in the agreement. RedKor shall not be responsible for any delay or non-payment of such payments.

**APPROVALS AND CLIENT-DIRECTED CHANGES** - During the performance of the services provided by RedKor to you or your affiliates, you or your affiliates shall have the right to request changes to the work created by RedKor. RedKor shall not be responsible for any delay or non-compliance with such requests.

**INDEMNIFICATION AND WARRANTY** - RedKor shall warrant that the services provided by RedKor to you or your affiliates shall be performed in accordance with the industry standard of care. RedKor shall also warrant that the work created by RedKor for you or your affiliates shall be free of any defects or errors. RedKor shall indemnify you or your affiliates from and against all claims, damages, and expenses, including reasonable attorneys' fees, that may be asserted against you or your affiliates in connection with the services provided by RedKor to you or your affiliates.

**FORCE MAJEURE** In the event that the performance of the services provided by RedKor to you or your affiliates is delayed or prevented by a force majeure event, RedKor shall not be liable for such delay or prevention. A force majeure event shall be defined as an event that is beyond the control of RedKor and that makes the performance of the services provided by RedKor to you or your affiliates impossible, impracticable, or illegal.

**MISCELLANEOUS NOTICES** - All notices required by this agreement shall be in writing and shall be delivered to the party to whom the notice is directed at the address set forth in the agreement. Notices shall be deemed to have been delivered if they are delivered by first-class mail, return receipt requested, or by a recognized overnight delivery service.

**TITLES** - All titles, slogans, and other marks created by RedKor for you or your affiliates shall be the property of RedKor. RedKor shall retain all rights in and to such titles, slogans, and other marks, including the right to use such titles, slogans, and other marks in connection with the services provided by RedKor to you or your affiliates.

**SEVERABILITY** - If any provision of this agreement is found to be unenforceable or invalid, the remaining provisions of this agreement shall remain in full force and effect.

**COST AND FEES** - You or your affiliates shall be responsible for all costs and fees incurred by RedKor in connection with the services provided by RedKor to you or your affiliates, including but not limited to, the cost of materials, labor, and overhead.

**NO OTHER AGREEMENT** - This agreement shall constitute the entire agreement between RedKor and you or your affiliates, and shall supersede all other agreements, whether written or oral, between RedKor and you or your affiliates.

**DISPUTE RESOLUTION** - Any dispute, controversy, or claim arising out of or in connection with this agreement shall be referred to and resolved by arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be held in the state of California, and the law of the state of California shall govern the arbitration.

# Approvals + Billing

*This quote is subject to REDKOR's "Standard Terms and Conditions" dated October 2021.*

## TERMS

This proposal is based upon the price shown above of \$3500 per month. REDKOR will begin by billing the first monthly payment. This first monthly payment is due before REDKOR begins work on the project. The client may discontinue services at any time. The project shall not extend beyond 14 months without further approval from the client.

REDKOR will not turn over the final files until all payments have been received. Client will not have rights to use the concepts or deliverables until they are paid for in full. REDKOR will not begin work on the project until the first payment is received. Everything developed for and paid for by client will be the property of and will not be used without written permission.

## APPROVAL

X

DATE: 10/15/21

PRINT NAME

DATE (Redacted)

COMP. ADDRESS

## BILLING INFORMATION

PHONE NO.

PHONE NO. (Redacted)

ADDRESS

UNIT

ST

ZIP CODE

BILL. ADDRESS