

**Attention: Skyler Barton**

Town of Prescott Valley, Arizona
7501 E Skoog Blvd
Prescott Valley, AZ 86314

Contact: Gilbert Davidson (gdavidson@prescottvalley-az.gov)

Contact: Skyler Barton (sbarton@prescottvalley-az.gov)

April 25, 2024

Project name:

202429-AZ-Prescott Valley TownPOV

202430-AZ-Prescott Valley StaffPOV

Service provider

OnPointe Insights, Inc (We)

Service receiver

Town of Prescott Valley, Arizona (the Town)

Background:

TownPOV Survey: The town wants to measure resident engagement for the city. The right feedback can provide the insight you need to help you chart a path for the future.

TownPOV is an online survey solution — and much more

- Align your leadership team
- Plan for the future
- Monitor progress over time
- Increase engagement and satisfaction
- Bridge the gap between your town and residents
- Measure town performance to drive improvements

TownPOV . . .

- Is a feedback system created by experts
- Is highly efficient, intuitive, and optimized for mobile or computer
- Provides accessible analysis in powerful dashboards

Topics covered in the TownPOV survey include the following:

- town affinity
- A deep dive on AMENITIES, TOWN BENEFITS, GROWTH MANAGEMENT, SAFETY AND SECURITY, and MOBILITY AND INFRASTRUCTURE
- Most important town services and their ratings
- town employee / department ratings
- The option to have 2-3 local customizable questions
- Key demographics

StaffPOV: the town wants to measure employee engagement. It includes understanding the factors that lead to engagement, as well as having the ability to see importance vs performance on those factors so that you can focus.

Topics covered in the StaffPOV survey include the following:

- Thoughts on the direction of the town with regards to staff
- Motivation and intent to stay
- A deep dive (with Importance/Performance) on Engagement & Meaning, Accepting & Diversified, Growth & Autonomy, Teamwork & Work Life Harmony, and evaluations of Department Heads & Executive Leaders
- Thoughts on Compensation and Benefits
- Relevant demographics
- Other topics as requested by the Town

Steps:

For both surveys, we will execute the steps that follow. We ask the town to collaborate:

- We lead a discovery session with your team to understand needs
- We develop the initial survey draft and refines with the town
- We program and test the survey, allowing your team to also test
- We provide links or QR codes for the survey
- We will work with the town to distribute the survey (including postcards)
- We collect, tabulate, and analyze the data
- We provide an interactive, online dashboard to review results (For the StaffPOV survey, we will compare results to the prior period)
- We provide statistical tables or raw data, if desired

Timing:

OnPointe Insights can execute each study in the time frame shown below.

The town request is to complete Initial TownPOV and StaffPOV surveys prior to mid-June, 2024.

Work will begin once this SOW is signed, based on the schedule below. Timing can easily be adjusted to meet town needs. Both the Employee and Resident surveys will take about 8-9 weeks to complete.

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								■

Sample size:

- Our minimum sample size will be 800, and it will match the population distribution as closely as possible. We anticipate getting 1200
- Having 800 would give a margin of error of +/- 3.5% (1200 is +/- 2.8%).
- We do not charge extra for additional completed surveys up to 1200.
- For StaffPOV, participation will depend on the staff. Our last four cities had an 85% participation rate or higher, which we hope is possible for your town.

Deliverables:

- An online, customized dashboard for each study to review results and share with permission for both studies (ability to download PowerPoint slides and Excel data of results for internal/external uses).

Cost:

As agreed with town leaders, we will provide a three-year discount. Costs overall are shown below.

Cost Details	CityPOV	StaffPOV
Project management	\$2,060	\$1,030
Questionnaire Design/Programming	\$1,790	\$770
Questionnaire technology fees	\$950	\$950
Fieldwork & monitoring	\$1,540	\$0
Data extraction	\$510	\$510
Coding, Cleaning	\$1,790	\$770
Analysis / Insights development / Report	\$6,400	\$4,100
Dashboard tech fees / creation	\$2,930	\$1,840
Total Research Investment (1-time)	\$17,970	\$9,970
Discount for 3-year contract	(\$5,000)	(\$3,000)
3-year contract annual cost (per year)	\$12,970	\$6,970
Optional add-on costs:		
Postcard Mailings (4,000 @.85 each, targeted at renters)		\$3,400
Spanish Language		\$650

Desired Program Option:

☐ One (no discount)

☒ Three years

Prescott, AZ 3-Year Plan	CityPOV	StaffPOV	Add-Ons	Total
Year 1	\$12,970	\$6,970	\$4,050	\$23,990
Year 2		\$6,970		\$6,970
Year 3	\$12,970	\$6,970	\$4,050	\$23,990
Total Research Investment (1-time)	\$25,940	\$20,910	\$8,100	\$54,950

Add-ons selected by the Town: Postcards / Spanish

Note: As part of your 3-year discount, OnPointe Insights will provide other studies at a similar discount as those shown, regardless of the studies done in the subsequent years. For a large, complex study, like TownPOV, the discount will be \$5,000. For a moderately complex study, like StaffPOV, OnPointe will give a discount of \$3,000. You are not bound as to the type of study.

Termination of Contract. This contract can be terminated by either party with a written thirty (30) day notice. Payment for time already completed after the signing of the contract would be compensated at the OnPointe Insights rate of \$200/hour - not to exceed the contract amount.

Non-Appropriation. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by The Town, The Town shall notify OnPointe Insights that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to The Town.

ARTICLE 1. PROFESSIONAL RESPONSIBILITY

The CONSULTANT shall perform the Services hereunder in accordance with the standards of care, skill, and diligence normally provided by a professional in the performance of such Services with respect to services similar to that contemplated hereunder. In the event of the CONSULTANT's failure to observe and adhere to such standards, the CONSULTANT shall, upon notice from authorized TOWN staff, promptly re-perform the Services at the CONSULTANT's sole expense.

ARTICLE 2. INDEMNIFICATION

With respect to professional liability only, to the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees for, from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the CONSULTANT, its agents, employees or any tier of the CONSULTANT's subcontractors in the performance of this Agreement. The CONSULTANT's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom caused by the CONSULTANT's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the CONSULTANT, any tier of the CONSULTANT's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the CONSULTANT may be legally liable.

With respect to all liability other than professional liability, including (but not limited to) those acts or omissions normally covered by general and automobile liability insurance, to the fullest extent permitted by law the CONSULTANT shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees for, from, and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the CONSULTANT, its agents, employees or any tier of the CONSULTANT's subcontractors in the performance of this Agreement. The CONSULTANT's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property

including loss of use resulting therefrom caused by the CONSULTANT's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the CONSULTANT, any tier of the CONSULTANT's subcontractors or any other person for whose services the CONSULTANT may be legally liable. Such indemnity does not extend to the TOWN's negligence.

ARTICLE 3. INSURANCE REQUIREMENTS

Without limiting any of their liabilities or obligations hereunder, the CONSULTANT, at its own expense and prior to commencing with Services, shall secure and maintain the herein stipulated minimum insurance with companies duly licensed or otherwise approved by the State of Arizona, possessing a current A.M. Best Company, Inc. rating of not less than A-, with policies and forms satisfactory to the TOWN.

A. General Clauses

Coverage Term: All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Agreement are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Agreement, at the sole discretion of the TOWN. In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the CONSULTANT's work or services, as evidenced by annual Certificates of Insurance.

Primary Coverage: The CONSULTANT's insurance shall be primary insurance as respects TOWN and any insurance maintained by TOWN shall be excess of the CONSULTANT's insurance and shall not contribute to it.

Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the TOWN.

Waiver: The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.

Deductible/Retention: The policies may provide coverage which contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. The CONSULTANT shall be solely responsible for deductible and/or self-insured retentions and the TOWN, at its option, may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Certificates of Insurance: Prior to commencing with services under this Agreement, CONSULTANT shall furnish TOWN with Certificates of Insurance and Endorsements as required by the Agreement, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by date, project name, and CIP

number and shall provide for not less than thirty (30) days per certificate, advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Town of Prescott Valley
Skyler Barton
Assistant to the Town Manager
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

If a policy expires during the life of the contract, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

The TOWN shall not be obligated, to review or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of, the TOWN's right to insist on strict fulfillment of CONSULTANT's obligations under this Agreement.

Cancellation and Expiration: Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the TOWN.

The CONSULTANT hereby agrees to indemnify and save harmless the TOWN and any jurisdiction or agency issuing permits for any work included in the project, their officers, employees, agents and representatives from all suits, actions, losses, damages, expenses, costs or claims of any character or any nature brought on account of any injuries or damages sustained by any person(s) or property arising out of the work done in fulfillment of the construction or the improvement under the terms of these Contract Documents, or on account of any act or omission by the CONSULTANT or his/her agents, or from any claims or amounts arising or recovered under Worker's Compensation laws, or any other law, by-law, ordinance, order or decree.

B. WORKERS' COMPENSATION

The CONSULTANT shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the CONSULTANT's employees engaged in the performance of the Services, and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any of the Services are subcontracted, the CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the CONSULTANT.

C. AUTOMOBILE LIABILITY

The CONSULTANT shall carry Commercial/ Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate including bodily injury and property damage with respect to any of the CONSULTANT's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. Coverage will be at least as broad as coverage

Code 1, "any auto," (Insurance Service Office, Inc. policy form CA 0001 1/87, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

D. PROFESSIONAL LIABILITY

Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the Services performed by the CONSULTANT, or any person employed by the CONSULTANT, with an unimpaired limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, or 10% of the construction budget, whichever is larger.

Confirmed:

Ron Gailey
Founder
OnPointe Insights, LLC

Gilbert Davidson
Town Manager
Prescott Valley, Arizona

Date: _____

Date: _____