

Resolution 03-05-2023

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH X-FACTOR FOR PUBLIC INVOLVEMENT

WHEREAS, Santaquin City is a municipality and political subdivision of the State of Utah; and

WHEREAS, the Santaquin City Council finds using a professional firm that specializes in public involvement in order to help engage Santaquin residents on the topic of a possible property tax increase is in the best interest of the residents; and

WHEREAS, X-Factor, is a Utah company engaged in providing professional services and is qualified to provide the strategic communications for the purpose of public information and desires now to enter into contract with Santaquin City to complete the aforementioned request; and

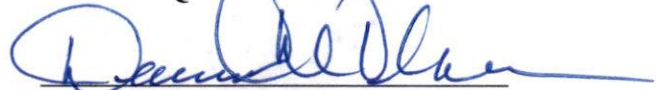
WHEREAS, the Parties now desire to enter into this Agreement in order to establish the terms and conditions of such Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Santaquin City Council as follows:

1. Santaquin City Council finds that the Scope of Work for Professional Services and the associated Agreement between Santaquin City and X-Factor, a copy of which is attached hereto as Exhibit A, are in the best interests of Santaquin City and its residents.
2. The Mayor and Recorder are authorized and directed to execute said Agreement and all documents necessary to accomplish the purposes thereof.
3. This Resolution shall take effect upon adoption by the City Council.

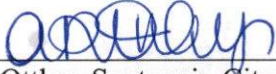
Approved and adopted by the Santaquin City Council this 21st day of March, 2023.

SANTAQUIN CITY



Daniel M. Olson, Mayor

ATTEST:



Amalie R. Ottley, Santaquin City Recorder

Councilmember Art Adcock	Voted <u>yes</u>
Councilmember Elizabeth Montoya	Voted <u>yes</u>
Councilmember Lynn Mecham	Voted <u>yes</u>
Councilmember Jeff Siddoway	Voted <u>yes</u>
Councilmember David Hathaway	Voted <u>yes</u>

X-FACTOR STRATEGIC COMMUNICATIONS SERVICE AGREEMENT

This Professional Services Agreement ("**Agreement**") is entered into by and between X-Factor Strategic Communications. ("**X-Factor**"), a Utah corporation, and Pleasant Grove City ("**Client**"). This Agreement sets forth the terms under which X-Factor will provide Client with professional services.

X-Factor Agrees:

To use all reasonable efforts to represent Client including, but not exclusive, to the following on-call services:

- Public Relations/Media Relations
- Crisis Communications
- Public Engagement
- Digital Communications
- Strategic Communications

Client Agrees:

- To provide X-Factor with all necessary materials, direction and information reasonably necessary to provide services
- To provide any and all feedback as needed to successfully complete assigned tasks
- To respond to all X-Factor requests for information and approvals within a reasonable amount of time for X-Factor to appropriately plan and execute work
- To provide X-Factor with approval that all information is honest, factual, and legally accurate. Failure to do so, knowingly or unknowingly, will result in the client bearing any and all liability, and subsequent legal fees
- Not to engage X-Factor in any activity that could be deemed illegal, unethical or that could in anyway jeopardize X-Factor's reputation, and/or its relationships with media or other groups, organizations or publics

Financial Terms:

Client acknowledges the following X-Factor's billing rates (by the .25 hour):
\$135 per hour for all professional staff.

The \$135 per hour includes all overhead and business-related expenses.
It does not include direct expenses requested by the client such as printing of
mailers and flyers, digital ads, etc.

X-Factor agrees to provide a Scope of Work for each phase of the project
(as addendum to this agreement) that outlines specific activities and budget.
If additional budget is required, both X-Factor and Client will agree, in
advance of any additional work being executed, with a written or email
addendum approved by both parties.

Progress invoices will be billed monthly. Invoices not paid within 30 days will be
subject to a 1.5% monthly late fee. X-Factor reserves the right to stop work if
invoices become past due.

Initial Term: Renewal Term:

This Agreement will commence on the Effective Date set forth above the parties'
signatures and will continue in full force and effect for a period of one (1) year
("Initial Term"), unless otherwise terminated as provided herein. This Agreement
will automatically renew for consecutive one-year terms thereafter ("Renewal
Terms") unless either party notifies the other party of its election not to renew the
terms of this Agreement at least thirty days prior to the expiration of the Initial
Term or any Renewal Term.

Termination:

Either party may terminate this Agreement in the following circumstances:

- a. Upon breach by the other if such breach is not cured within fourteen (14)
days written notice; or
- b. Without cause upon thirty (30) days prior written notice.
- c. At least thirty days prior to the expiration of the Initial Term or any
Renewal Term.

Confidentiality

In the course of providing services, X-Factor may receive or have access to Confidential Information related to Client. Without prior consent, X-Factor will not directly use (except as necessary to perform services or to provide deliverables under this Agreement) or disclose Confidential Information unless and to the extent that the Confidential Information becomes generally known to and available for use by the public. X-Factor will take the same level of care and precaution as X-Factor uses to protect its own sensitive or Confidential Information to prevent disclosure of Client's Confidential Information; and shall promptly notify Client in the event of any unauthorized access or disclosure. X-Factor will also take reasonable precautions requested by Client to help ensure that all X-Factor employees, contractors and representatives involved with Client's business receive appropriate instruction regarding the confidential nature and required handling of the Confidential Information. If X-Factor is required to disclose Confidential Information pursuant to law or legal process, *before* making any disclosure, X-Factor will give Client prompt notice sufficient to enable Client to seek a protective order or other defense to disclosure, and X-Factor will cooperate reasonably with Client in such efforts. In the event X-Factor is deposed or otherwise required to be involved in legal process surrounding or related to work for Client, Client agrees to compensate X-Factor for time and hard costs at the rate cited in the preceding "Financial Terms." In the course of working with X-Factor, Client may receive or have access to Confidential Information, including but not limited to plans, procedures, templates, training materials, trade secrets, pricing strategies and vendor and supplier information. Except as required by applicable law, without prior written consent, Client agrees not to disclose Confidential Information to any third parties.

Indemnification

Client and X-Factor shall have mutual indemnification from any and all loss, claim, expense (including but not limited to reasonable attorney's fees and litigation expenses), liability or damage arising out of deliverables, services and/or performance of this Agreement, except to the extent that such loss, claim or damage is caused by the intentional or negligent acts of Client or X-Factor or by Client's or X-Factor's breach of any term of this Agreement, or by any infringement or claim of infringement of any patent, copyright, trademark, trade secret or other intellectual property right by the services, or the deliverables, including, if necessary, actions to enforce this indemnity. The terms of this Section will survive any termination of this Agreement.

Force Majeure

Neither party will be liable for any delay in performance due to force majeure, including strikes, accidents, acts of God, or other delays beyond their control. X-Factor shall promptly notify Client of any force majeure. If timely completion of the services is prevented by any cause of force majeure, or any act of Client, then such failure or delay will not constitute default.

Notices

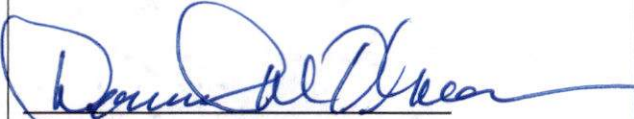
Any notice required by this Agreement must be in writing and given to the other party at the address stated by their signature below or at such other address as such party may later designate by notice. Notice will be deemed effective upon: (a) confirmation of electronic transmission if given by fax; (b) actual receipt if given by personal delivery, including next day courier service; or, (c) five business days after deposit in the United States mail, registered or certified mail, postage prepaid, return receipt requested and properly addressed.

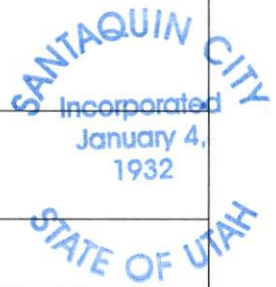
Arbitration:

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Salt Lake City, Utah before a single arbitrator in accordance with the rules of laws of the American Arbitration Association, based upon the procedural and substantive laws of the State of Utah. However, the AAA need not administer the arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

CLIENT ACKNOWLEDGES THEY HAVE READ THIS AGREEMENT CAREFULLY, UNDERSTANDS IT AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. CLIENT IS AUTHORIZED TO SIGN ON BEHALF OF COMPANY AND SIGNS THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT X-FACTOR WILL RETAIN ONE COUNTERPART AND CLIENT WILL RETAIN THE OTHER COUNTERPART.

X-Factor and Client hereby execute this Agreement to be effective as of March 21, 2023 (the "Effective Date").

X-Factor Strategic Communications	Santaquin City
 <hr/> Signature	 <hr/> Signature
Name: Muriel Xochimilt	Name: Daniel M. Olson
Title: President	Title: Mayor
X-Factor Strategic Communications 1557 W. Innovation Way, 5 th Floor Lehi, UT 84043 muriel@xfactorutah.com	Attest: Amalie R. Ottley  <hr/> Signature Title: City Recorder





Dan Olson
Santaquin City Mayor
275 West Main Street
Santaquin, Utah 84655

March 13, 2023

Dear Mayor Olson,

Thank you for the opportunity to provide an estimate for public involvement services on the potential property tax increase being considered by Santaquin City. X-Factor Strategic Communications is Utah's premier communications firm that specializes in public relations and public involvement for local government. We are known for data-driven, innovative thinking that produces results. We possess a strong grasp of local issues, understand the nuances of city government, and can hit the ground running on day one.

X-Factor's qualifications include years of supporting public relations and engagement efforts for a wide variety of state and local government clients. This includes Draper City, The Point, Sandy City, Salt Lake City, Taylorsville City, Salt Lake County, and the Utah League of Cities and Towns.

Let's just say we have that "X-Factor."

Our team will help the City engage and inform residents regarding the proposed rate change and how this taxpayer investment will benefit the community. X-Factor will develop a public involvement plan, manage media relations, oversee a public open house, and create digital and print collateral such as informational mailers, fliers, posters, social media posts, website content, e-newsletter and newsletter articles.

Our team of experts collectively possess decades of experience. We are confident we can meet your needs and welcome the opportunity to support Santaquin City in this important endeavor. We look forward to hearing from you soon.

Kind regards,

President & CEO
X-Factor Strategic Communications
1557 W. Innovation Way
Lehi, UT 84043

Santaquin City Proposed Property Tax Increase | Public Relations Scope of Work

TASK 1 - Project Management	HOURS
Administration <i>(assumes 6 invoices and time tracking)</i>	6
Internal X-Factor team coordination meetings <i>(assumes 1-hr weekly coordination mtgs with 2 staff)</i>	25
Subtotal	\$4,185
TASK 2 - Client Coordination	
Participate in client coordination meetings <i>(assumes bi-weekly mtgs for 1 staff, 1-hour in-person mtgs, travel)</i>	21
Email, phone, text coordespondence with client <i>(assumes 1 hr per week)</i>	14
Subtotal	\$4,725
TASK 3- Develop Public Relations Strategy	
Develop public relations strategy <i>(assumes 2 updates)</i>	5
Subtotal	\$675
TASK 4- Execute Public Relations Strategy	
Manage media relations <i>(write Mayor's Message op-ed, messaging and interview coordination)</i>	30
Utilize Reverse 911 <i>(write texts and coordinate with city to send message)</i>	10
Create content and graphics for PR collateral <i>(assumes web content, fact sheet, direct mailers, flyer insert, posters, social media posts, e-newsletter content, videos and Spanish translation)</i>	50
Research, create and post property tax calculator on city website	5
Respond to comments from the website, email and social media and track analytics	10
Subtotal	\$14,175
TASK 5 - Public Open House	
Oversee all aspects of public open house management <i>(assumes development of up to 10 open house boards, 3 staff attend, travel)</i>	50
Subtotal	\$6,750
Total Labor Hours	
TOTAL COST	\$30,510

**Assumes 14 weeks of work (April - September 2023)*

Other Direct Costs**	COST
Paid advertising <i>(assumes Facebook and Instagram ads)</i>	\$1,000
Mileage <i>(assumes mileage for 10 coordination mtgs for 1 staff, one in-person open house for 3 staff; billed at \$0.655/mile)</i>	\$681.20
Postcard mailer printing and postage	\$6,000
24x30 display posters printing <i>(assumes 2 posters)</i>	\$200
TOTAL COST	\$7,881.20

***subject to change based on client preference and third-party vendors costs*