

## 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").

<b>X-Factor Strategic Communications</b>	<b>Santaquin City</b>
 _____ Signature	_____ Signature
Name: Muriel Xochimiltl	Name: Daniel M. Olson
Title: President	Title: Mayor
X-Factor Strategic Communications 1557 W. Innovation Way, 5 <sup>th</sup> Floor Lehi, UT 84043  <a href="mailto:muriel@xfactorutah.com">muriel@xfactorutah.com</a>	Attest: Amalie R. Ottley  _____ Signature  Title: City Recorder