

H I G H G R O U N D

PUBLIC AFFAIRS CONSULTANTS

Letter of Agreement for Government Affairs and Related Services

HighGround, Inc. (“Provider”) agrees to provide and Cochise County (“Principal”) agrees to pay for public affairs consulting and related services regarding a public awareness campaign for a potential countywide election.

I. Scope of Services

The Provider shall develop and implement a public affairs plan that will assist the Principal in strategic planning, timelines, messaging and communications, social media planning, and public opinion research.

The Provider will supply the Principal with periodic progress reports on an agreed upon basis and meet with the Principal and its other representatives as needed.

II. Payment for Services and Other Costs

The Principal agrees to pay the Provider a monthly fee of \$3,500. The Principal will pay \$3,500 monthly commencing on November 15, 2022. The Provider will bill the Principal in advance on the first of each month with payment due on the first of the following month.

The one-time cost of a potential countywide survey is not included in the monthly fee and would be approved by the Principal before going into the field.

The Principal shall pay for all out-of-pocket expenses incurred by the Provider. The expenses may include, but are not limited to travel, photocopying, meals, and long-distance service. Expenses will not exceed \$300 per month without prior authorization by the Principal. The Provider will bill the Principal for expenses in arrears on the first day of each month for expenses accrued in the previous month due by the first of the following month.

III. Duration and Cancellation of Contract

This Letter of Agreement is in effect from November 15, 2022 through May 15, 2023. At that time, the agreement can be continued on a month-to-month basis with the agreement of both parties.

Either Party may terminate this agreement with a 30-day written notice.

IV. Relationship to Principal

The Provider will perform the services and duties set forth above as an independent contractor or practitioner as determined under the laws of the State of Arizona and not as an employee, partner of, or joint venture with the Principal.

Because the Provider employs outside counsel to represent the Provider and to assist the Principal, special care is taken to define the relationship of the outside counsel to the Principal. HighGround's outside counsel provides public affairs consulting services to HighGround clients (the Principal), but HighGround and its outside counsel do not provide any legal services or legal advice to Highground clients. Thus, the outside counsel shall not have an attorney-client relationship with clients of HighGround, none of the Rules of Professional Conduct apply to consulting services that the outside counsel provides to any client of HighGround, and conversations with the outside counsel will not be privileged under Arizona law. The Principal should consult with its own attorneys to obtain legal advice.

V. Confidentiality

The Provider shall preserve the confidentiality of all of the Principal's non-public information, including but not limited to, confidential information regarding the operations of the Principal or information regarding the financial aspects, management, administration or operation of the Principal. The Provider shall only disclose the Principal's confidential information with the Principal's prior written approval or pursuant to court order.

The Provider's composition of all polling and survey instruments and all the results generated by such polling and survey instruments represent confidential business information belonging to Provider and are protected by trade secret laws and intellectual property laws in Arizona. Likewise, all the results generated by such polling and survey instruments relevant to the Principal represent confidential business information belonging to Principal and are protected by trade secret laws and intellectual property laws in Arizona. The instruments and results are protected trade secrets under Arizona law through Arizona Revised Statutes, Sections 44-401 through 407 and a criminal statute in Section 13-1820. Provider and Principal agree to ensure that the polling and survey instruments, and all results generated by those instruments, remain confidential. Both Provider and Principal agree that they shall take all reasonable steps and exert reasonable and appropriate effort to maintain the confidentiality of Provider's trade secret material under ARS Section 44-401 (4) (b). All such materials shall be prominently marked "**Confidential Trade Secrets**" at all times.

These clauses shall survive any termination of this Agreement.

VI. Assignment and Delegation

The Provider shall not assign or delegate all or any part of this Agreement without prior written consent of the Principal, but the Provider may retain subcontractors to complete work under the Provider's supervision.

VII. Notice

Every notice required or permitted hereunder shall be in writing and (i) hand-delivered, (ii) sent via facsimile transmission, followed by a telephone call to the receiving party's phone number that a facsimile has been sent, (iii) sent by recognized overnight courier service, or (iv) sent by registered or certified mail, return receipt requested, postage pre-paid, addressed as follows:

To HighGround, Inc.: J. Charles Coughlin
HighGround, Inc.
830 N. 4th Avenue
Phoenix, Arizona 85003
Phone: (602) 528-3684
Fax: (602) 528-3686

To Cochise County: Supervisor Ann English
Chairman
Cochise County
1415 Melody Lane
Building C
Bisbee, AZ 85603
Phone: 520-432-8390
Fax: 520-432-8397

VIII. Attorney's Fees

The prevailing party in any dispute arising out of this Agreement shall be reimbursed for their reasonable attorney's fees and costs, which shall include, without limitation, expert witness fees, investigative fees, and court costs.

IX. Choice of Law

The laws of the State of Arizona hereto shall govern the validity and interpretation of this Agreement and the legal relationship of the parties.

Agreed to this ____ day of _____.

J. Charles Coughlin
President
HighGround, Inc.

Ann English
Chairman
Cochise County Board of
Supervisors