

AMENDMENT NO. ONE
Between The City of Glendale, Arizona
and
HIGHGROUND, INC, (Public Affairs Consultants)

This Amendment No. One (“Amendment”) to the Highground, Inc. Public Affairs Consultants (“Agreement”) is made this 1st day of April 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Highground, Inc. an Arizona corporation authorized to do business in the State of Arizona (“Consultant”).

RECITALS

- A. On February 7, 2023, The City entered into an Agreement with Highground, Inc. through a cooperative with 1 Government Procurement Alliance (1GPA) with lead agency Paradise Valley Unified School District entered into a contract C23-0158, with Contractor to purchase the goods and services described in the Contract No. 22-06PV-04 for Public Affairs Consultants.
- B. City and Consultant wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of this Amendment is April 1, 2023 to November 30, 2023.
- 3. **Scope of Work.** The scope of work is adding additional scope as reflected on Exhibit A.
- 4. **Compensation.** This Amendment No. One adds a monthly fee as detailed on Exhibit B. This Amendment No. One adds an additional \$49,600 to the Contract amount of \$45,000 for a new not to exceed of \$94,600.00.
- 5. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Highground, Inc.,
an Arizona corporation

By:



J. Charles Coughlin

Its: CEO & President

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EXHIBIT A
SCOPE OF WORK

1. Contractor shall provide the City with strategic communications, timeline strategy, election services, and social media regarding potential bond election issues and will meet goals set jointly by both parties.
2. The Contractor shall supply the City with periodic progress reports on an agreed-upon basis and meet with the City and its other representatives on a monthly basis as well as needed.
3. The Contractor 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.
4. Because the Contractor employs outside counsel to represent the Contractor and to assist the City, special care is taken to define the relationship of the outside counsel to the City. Contractor's outside counsel provides public affairs consulting services to City's clients, but Contractor and its outside counsel do not provide any legal services or legal advice to Contractor's clients. Thus, the outside counsel shall not have an attorney-client relationship with clients of Contractor, and conversations with the outside counsel will not be privileged under Arizona law. The Contractor should consult with its own attorneys to obtain legal advice.
5. The Contractor shall preserve the confidentiality of all of the City's non-public information, including but not limited to, confidential information regarding the operations of the City or information regarding the financial aspects, management, administration or operation of the City. The Contractor shall only disclose the City's confidential information with the City's prior written approval or pursuant to court order.
6. The Contractor's composition of all polling and survey instruments and all the results generated by such polling and survey instruments represents confidential business information belonging to Contractor 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 Contractor represent confidential business information belonging to City 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. Contractor and City agree to ensure that the polling and survey instruments, and all results generated by those instruments, remain confidential.
7. Both the Contractor and the City agree that they shall take all reasonable steps and exert reasonable and appropriate effort to maintain the confidentiality of Contractor's trade secret material under ARS Section 44-401 (4) (b). All such materials shall be prominently marked "Confidential Trade Secrets" at all times.
8. These clauses shall survive any termination of this Amendment.
9. Assignment and Delegation

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EXHIBIT B
COMPENSATION

This Amendment No. One adds a monthly fee of \$6,000 plus reasonable out of pocket expenses of \$200 per month commencing April 1, 2023, and ending November 30, 2023 for a total cost of \$49,600 bringing the new contract total to \$94,600.