

Letter of Agreement

This is an agreement between Rose+Moser+Allyn Public & Online Relations, by and through Rose & Co., Inc., an Arizona corporation (hereinafter the "company") and the Town of Prescott Valley, a municipal corporation of Arizona (hereinafter the "client");

WHEREAS, the client has previously worked with the company in conjunction with the City of Prescott with regard to public relations and public affairs requirements for the Big Chino Water Ranch Project (BCWRP); and

WHEREAS, the company has shown that it has the capacity and ability to provide exceptional services in relation to the BCWRP; and

WHEREAS, the client desires to maintain access to public relations and public affairs services in its own right with regard to its separate interests in the BCWRP;

Now, therefore, the terms of this agreement are as follows:

One: The purpose of the agreement is for the company to provide public relations and public affairs services to the client, and for the client to pay the company for authorized work.

Two: This agreement begins as of February 18, 2011. It can be terminated upon mutual agreement or upon fourteen (14) days written notice by either party.

Three: The client agrees to pay the company professional fees on a discounted, hourly-bill basis. Relevant hourly rates are as follows: Jason Rose: \$375/hour. Jennifer Moser: \$305/hour. Kendra Schultz: \$275/hour. Other: \$145/hour. A reduced municipal rate shall apply whereby the fee amounts stated above shall be reduced by 33% for each monthly invoice. The company shall not exceed \$6,000 in any one month without prior authorization by the client.

In addition to payment for professional fees, the client agrees to reimburse the company for reasonable business expenses incurred in the course of performing work for the client (i.e. mileage, copies, etc.)

The client agrees to provide funds on deposit with the company for any expenses estimated in excess of \$300 prior to the company incurring such expenses.

Shortly after the first of each month, the company will provide a bill for expenses from the previous month. Such bills are due and payable within 30 days. The client agrees to pay a service charge of 1.5% per month on bills not paid within 60 days.

The client agrees to reimburse the company for attorneys' fees and legal costs if required to collect payment for services rendered and expenses incurred.

Four: The parties agree to indemnify, defend and hold one another harmless for, from and against any legal costs, including attorney's fees or judgments, arising out of their own negligence or willful misconduct with regard to any work authorized by the client.

Five: The client and company agree that all disputes arising out of this agreement will be governed by the laws of the State of Arizona and adjudicated in the courts of the State of Arizona. Executed copies of this agreement delivered by facsimile shall be deemed an original signed copy of this agreement. This agreement can only be amended by the mutual written consent of both parties.

I have read this letter and agree to the terms described herein.

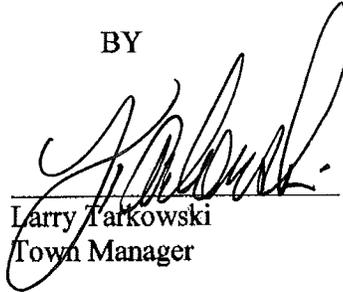
BY



Jason Rose, President & Director

Rose+Moser+Allyn Public
& Online Relations
7144 E. Stetson Dr., St. 400
Scottsdale, AZ 85251

BY



Larry Tarkowski
Town Manager

Town of Prescott Valley
7501 E. Civic Cr.
Prescott Valley, AZ 86314

RATIFIED
PRESCOTT VALLEY
TOWN COUNCIL

Harvey C. Skoog,
Mayor

DATE: _____

[per Town Code 3-02-010(E)(11)]

Date: _____

3-3-11

Date: _____

3-4-11