



December 18, 2008

Bill Sproull
President and Chief Executive Officer
Richardson Chamber of Commerce
411 Belle Grove Drive
Richardson, Texas 75080

Dear Bill:

Thank you for continuing to retain the services of Cooksey Communications to provide public relations and media relations services for the Richardson Economic Development Partnership.

This letter will serve as our working letter of agreement, effective January 1, 2009. Our monthly retainer starting in January 2009 will be reduced to \$2,500 per month, and all invoices will be issued at the beginning of each month. In addition, all out-of-pocket expenses, such as travel, copies, couriers, faxes, printing, etc. will be billed in addition to the monthly retainer fee. We will cap out-of-pocket expenses at \$200 per month unless we receive prior approval. Either party may cancel this agreement with 30 days written notice to the other party.

Since our retainer has been reduced by 50 percent, the Cooksey team will focus solely on high-level communications activities on behalf of the Richardson Economic Development Partnership, to the exclusion of any communications activities on behalf of the Richardson Chamber of Commerce or the Metroplex Technology Business Council, which will be handled by staff.

Our agreement covers the following activities, working in close contact with your staff:

- Develop announcements and place media stories regarding economic development activity in the City of Richardson
- Assist with the writing of bylined op-eds and guest articles to support the REDP's media strategy, and place in target media

- Monitor editorial calendars for upcoming opportunities and pursue as warranted
- Diligently follow up with the media on priority pitches to drive results
- Consult on emerging issues and crises, including message development, management of media and strategic communications to media and other key stakeholders
- Participate in regular meetings with Richardson Economic Development Partnership executives to plan and manage press coverage (biweekly phone calls, plus additional in-person meetings as needed)

If the Richardson Chamber or Metroplex Technology Business Council has communications projects on which Cooksey's services are desired during the course of this agreement, Cooksey would be happy to discuss the arrangement of a separate project fee to cover these services.

The following additional provisions apply to this agreement, and references therein to the Richardson Chamber of Commerce shall include the Richardson Economic Development Partnership:

1. Cooksey and any persons employed by Cooksey, shall each be deemed to be and shall be an independent professional services contractor and as such, shall not be entitled to any benefits applicable to the employees of the Richardson Chamber of Commerce.
2. Cooksey, and any persons employed by Cooksey, shall comply with all applicable federal, state, and local laws and regulations, including any governmental reporting and registrations requirements.
3. Cooksey shall have sole responsibility for the payment of all federal, state, local and other income taxes and for all employment and other taxes applicable to the consideration paid to Cooksey.
4. Cooksey does not have authority or power to contract on behalf of the Richardson Chamber of Commerce or to bind the Richardson Chamber of Commerce in any manner.
5. The parties agree that all information provided by the Richardson Chamber of Commerce to Cooksey is proprietary to the Richardson Chamber of Commerce and as its confidential information, shall not be released without the prior written consent of the Richardson Chamber of Commerce. Cooksey agrees to hold such confidential information in confidence and use such information only for the purpose of performing services hereunder, reproduce such information only to the extent necessary for such purpose, restrict disclosure of such information to its employees with a need to know (and advise such employees of the obligations assumed herein), and not disclose such confidential information to any third party without the prior written consent of the

Richardson Chamber of Commerce. All such confidential information shall remain the property of the Richardson Chamber of Commerce. Cooksey shall return such information to the Richardson Chamber of Commerce immediately upon request, or upon the expiration/termination of this Agreement, if no request is made. The obligations undertaken herein by Cooksey shall survive and continue after the expiration/termination of this Agreement.

Likewise, the Richardson Chamber of Commerce shall apply the same confidentiality policy to Cooksey for confidential information shared by Cooksey with the Richardson Chamber of Commerce.

6. Cooksey shall not assign this Agreement or any part thereof without the prior written consent of the Richardson Chamber of Commerce, and any assignment without such consent shall be null and void.
7. The entire agreement of the parties is contained herein. No representations were made or relied upon by either party, other than what is expressed in this writing. This agreement shall be constructed under the laws of the State of Texas.
8. Cooksey shall make no public statement concerning any business or position of the Richardson Chamber of Commerce without prior consultation with the Richardson Chamber of Commerce regarding the subject matter thereof.

Bill, thank you again for the confidence your have expressed in us. We are honored to continue assisting the Richardson Economic Development Partnership.

Please sign below to indicate your acceptance of this agreement.

Sincerely,

Accepted by:

Gail Cooksey 12-18-08
Gail Cooksey Date
President
Cooksey Communications, Inc.

Bill Sproull 12/22/08
Bill Sproull Date
President and CEO
Richardson Chamber of Commerce