

ADDENDUM TO STRIKER SPONSERSHIP DEVELOPMENT AGREEMENT

The following terms and conditions are incorporated into and form a part of the agreement to which they are attached (the "Agreement") for all purposes. "City" means The City of Pflugerville and "STRIKER" means Striker Communications, a Texas Corporation.

SCOPE OF WORK TO BE PERFORMED

Striker shall:

1. Brainstorm with city's event team on sponsorship development to include modifying current sponsorship packages and provide recommendations to the event team to make the event more marketable to sponsors.
2. Compile a sponsorship target list of businesses to approach for city sponsorships. *Companies must meet approval by the City of Pflugerville special event team prior to solicitation.*
3. Recruit sponsors for city events working in conjunction with the city's special event team.
4. Create marketing opportunities for local and regional businesses and grow sponsorship revenue to off-set event costs.
5. Monitor relationship between sponsor and the city. Fulfill all sales and recruitment of sponsors, negotiate contracts, acquire sponsor partners, and manage fulfillment of sponsorship.
6. Sponsor fulfillment to include making sure that all sponsorship tiers and requirements are met, and onsite management of the sponsor is handled smoothly and professionally.
7. Work with the city prior to securing/finalizing sponsorship benefits to ensure that any expense to service the sponsor can be fulfilled.
8. Annually attend a minimum of 2 special event meetings with City Pfirecracker Pfestival staff, 3 Pfall Chili Pfest meetings, and 1 City Council meeting to issue a report on progress (if applicable/ requested.)

Prior to sponsorship solicitation Striker shall:

1. Provide a list of proposed sponsors, companies that the firm plans to approach
2. Provide a finalized sponsorship tier packet to be approved by City Manager's Office

Monthly Striker shall:

Provide a monthly report indicating the sponsorship companies approached, responses of each company, and a list of confirmed sponsorships to ensure fulfillment of sponsorship

tiers and promotion. The report should include a list of sponsor retention items and estimated costs associated with each. The report is to also include a list of confirmed sponsorships to ensure fulfillment in advertisements and promotions, and to track the firm's progress.

Following the completion of each special event the Striker shall provide:

A Post-event Sponsorship Fulfillment Report to include a list of companies contacted, the sponsors, and a budget outline to include estimated cost of sponsorship fulfillment and net value.

A list of recommendations from the firm to improve sponsorship fulfillment and retention to include solicited feedback from sponsors (good and bad) on how to improve their sponsorship experience with the festival.

Feedback on internal control, working with the city event teams on the project and ways to improve the program. In the required report on internal control, the firm shall communicate any reportable conditions found during the event.

All reports are to be addressed to Terri Waggoner, Public Information Officer. An electronic copy and hard copy of each report are to be submitted.

Miscellaneous Provisions

Prior Sponsorships. The City has established sponsorship relationships with various companies. Sponsors that are already a part of the Pfirecracker Pfestival and/or Chili Pfest will be maintained by the City of Pflugerville unless otherwise specified and any sponsor of a City event prior to the execution of this agreement shall be excluded from any payments under this agreement. Additional city events may be added to the contract on a case-by-case basis as the Music in the Park, Expo and Earth Pfair, Easter Pfestival and program sponsorships may be of interest to certain sponsoring businesses.

Ownership of Documents. Any and all writings, documents or information in whatsoever form and character produced by Striker pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Striker. Striker understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

Representations and Warranties by STRIKER. If STRIKER is a corporation, partnership or a limited liability company, STRIKER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received

all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of STRIKER has been duly authorized to act for and bind STRIKER.

Franchise Tax Certification. A corporate or limited liability company STRIKER certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

Eligibility Certification. STRIKER certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Chapter 38, *City of Pflugerville Code of Ordinances*, STRIKER agrees that any payments owing to STRIKER under the Agreement may be applied directly toward any debt or delinquency that STRIKER owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Texas Family Code Child Support Certification. STRIKER certifies that no partner or officer of the partnership/corporation is delinquent in child support obligations and therefore STRIKER is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Governing Law. This Agreement shall be governed, construed, applied, and enforced in accordance with the laws of the State of Texas, and shall be performable with venue in Travis County, Texas.

Funding. If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

STRIKER:

City of Pflugerville:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Corporate Secretary