

REPORT TO CITY COUNCIL

DATE: DECEMBER 22, 2008

TO: MAYOR AND HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER *hgt For G.R.*

BY: NATHAN HAMBURGER, ASSISTANT CITY MANAGER *hgt*

SUBJECT: REQUEST FOR APPROVAL OF AN AGREEMENT WITH THE BUXTON COMPANY FOR THE COMMUNITYID AND SCOUT PROGRAMS

As part of the City's ongoing economic development efforts, staff has sought consultants that provided assistance in the retention of existing businesses while attracting quality business partners that meet the needs and desires of the local and regional community. City staff met with the Buxton Company to review their CommunityID and Scout programs. These programs serve to help develop and implement a retail retention/attraction strategy that is consistent with the City's ongoing economic development efforts.

The CommunityID program researches and evaluates the City's existing retail trade area looking for what retail areas are served and underserved. This process helps define what makes Agoura Hills distinctive and valuable from a retailer's perspective. Once a community profile is created, describing the retail shoppers in our trade area, it is utilized to match potential retailers and restaurants to Agoura Hill's market potential. The Buxton Company would create individual marketing packages for each potential retailer and restaurant match. It should be noted that this is a proactive means to addressing the economic downturn that our nation currently faces. Existing businesses can be offered assistance by understanding the demographics and profiles of their potential customers and insuring that their marketing efforts are targeted towards those groups in the most efficient and cost effective manner. In addition, this program helps target the best candidates to infill existing commercial vacancies, as well as newly constructed projects. Although the Agoura Village will, realistically, not be fully built out for at least several years, it allows potential retailers and restaurants to become familiar with Agoura Hills and to target it as a growth opportunity in the near future. Buxton's Scout program provides tailored reports, statistics, and presentations to potential retailers and restaurants that highlight their specific customer and site requirements.

The CommunityID program is consistent with the General Plan Survey results compiled in August 2006, where residents surveyed noted the desire to have more sit down restaurants, upscale retail shops, and clothing stores. All of this helps keep Agoura Hills competitive and a unique location for businesses that will continue to grow even though the economy isn't as strong as it was over the past few years. It also allows the City to proactively seek businesses that match the unique look and feel of the Agoura Hills community.

This item was not budgeted in the FY 2008-09 budget as staff was unaware of the product and its benefit to the City's economic development program at the time of the budget creation and adoption. The execution of this agreement will require a total appropriation of \$60,000. It is staff's recommendation that \$50,000 is appropriated from the Redevelopment Agency's fund balance and the additional \$10,000 be appropriated from the General Fund balance. The City will be able to save a total of \$10,000 by approving this agreement before the end of the 2008 calendar year, which is the reason for this item being presented on an urgent basis. At the pleasure of the City Council, staff would be willing to bring back this item at a future regularly scheduled City Council meeting to discuss the program features and benefits in more detail for the benefit of the public.

RECOMMENDATION

It is respectfully recommended the City Council approve the agreement with the Buxton Company and authorize an appropriation of \$60,000 (\$50,000 from the Redevelopment Agency Fund balance and \$10,000 from the General Fund balance).

Attachment: Agreement with the Buxton Company

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	Buxton Company
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Lisa Hill
CONSULTANT'S ADDRESS:	2651 S. Polaris Drive Fort Worth, TX 76137
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
COMMENCEMENT DATE:	December 23, 2008
TERMINATION DATE:	June 30, 2009
CONSIDERATION:	Contract Price Not to Exceed: \$ 60,000/yr

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND BUXTONE
COMPANY**

THIS AGREEMENT is made and effective as of December 22, 2008 between the City of Agoura Hills, a municipal corporation ("City") and Buxton Company ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on December 22, 2008, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2009, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE.** Consultant shall at all time faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed \$60,000 ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

4. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 4.

5. DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

6. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

7. **INDEMNIFICATION.** The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.

8. **INSURANCE REQUIREMENTS.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

B. **Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form

with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: Two million (\$1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

9. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES. The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

11. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order

shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

12. **NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (I) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Consultant: Buxton Company
2651 S. Polaris Drive
Fort Worth, TX 76137
Attention: Lisa Hill

13. **ASSIGNMENT.** The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

14. **LICENSES.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

15. **GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

16. **PROHIBITED INTEREST.** No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

17. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Denis Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Craig A. Steele,
City Attorney

CONSULTANT

Buxton Company
2651 S. Polaris Drive
Fort Worth, TX 76137
Lisa Hill
(817) 332-3681

By: _____

Name:

Title:

By: _____

Name:

Title:

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

Please see attached proposal and scope of work.



CommunityID[®]

Proposal to Develop:

**A RETAIL ECONOMIC DEVELOPMENT
STRATEGY**

**For:
City of Agoura Hills, CA**

**From:
Lisa Hill**

December 18, 2008

Expiration Date: December 30, 2008

INDEX

- I. SUMMARY
- II. INTRODUCTION TO BUXTON
- III. NEEDS/CHALLENGES
- IV. GOALS/DESIRED RESULTS
- V. PROCEDURES/SCOPE OF WORK
- VI. PROJECT TEAM
- VII. PROJECT REQUIREMENTS
- VIII. TIMELINE
- IX. FEES FOR SERVICES
- X. SIGNATURE PAGE
- XI. ENDORSEMENTS/REFERENCES

I. SUMMARY

CommunityID® is a proven retail development strategy that can be immediately implemented by Agoura Hills.

Buxton integrated proprietary technical capabilities with more than 500 cumulative years experience in retail management and local economic development to create CommunityID®. This unique strategy has brought both innovation and a disciplined approach to municipal retail development efforts.

During the 60 business days it takes to complete CommunityID®, civic leaders are actively involved in the process and make important decisions that guide the direction and results. The four main phases of the process are:

Researching and Verifying Agoura Hills's Retail Trade Area

This phase starts with the in-depth collection of the same location variables that Buxton uses to qualify locations for retail clients. Because of Buxton's unique capabilities, we can translate this retail-specific information into market intelligence that community leaders need to attract and grow their retail sectors.

Evaluating Agoura Hills's Retail Potential

The evaluation phase will clarify what makes Agoura Hills distinctive and valuable from a retailer's viewpoint. Through daily involvement in retail location analysis, Buxton has acquired the unmatched ability to evaluate a community's retail potential.

Matching Retailers and Restaurants to Agoura Hills's Market Potential

The consumer profile of Agoura Hills's trade area will be matched against the customer profiles of over 5,000 retailers and restaurants in Buxton's proprietary database. The final match list is developed with the input of community leaders so that it reflects the needs and desires of the residents.

Delivering Agoura Hills's Marketing Packages

Individual marketing (pursuit) packages for each retailer match are delivered in both hard copy and in SCOUT®. Our exclusive online marketing system, SCOUT® helps you to showcase your city in the best light. It gives you the ability to create presentations and quality documents and to share information in the match reports.

With CommunityID®, Agoura Hills can unleash its full retail potential, seize new retail opportunities and expand existing businesses.

II. INTRODUCTION TO BUXTON

Since our founding in 1994, Buxton has been a leading force in retail location and development. We are recognized for creating solutions that provide results.

Buxton began as a service to help retailers make informed site selection decisions by understanding their customers and precisely determining their markets. Buxton leaders soon realized that the company's expertise in retail location and market analysis could also be leveraged to benefit communities desiring retail expansion. Please note that in this proposal the term "retail" is inclusive of all retail concepts.

CommunityID®

Designed specifically for use in community economic development programs, Buxton's CommunityID® process has assisted more than 450 public sector clients nationwide, resulting in the development of more than 21 million square feet of retail space. We integrate our impressive technical capabilities with more than 500 cumulative years of retail management and local economic development experience to help municipalities achieve their retail goals.

More than simply providing data, CommunityID® supplies custom marketing materials and strategies targeting the unique location requirements of retailers, developers and commercial real estate brokers. CommunityID® clients achieve outstanding success using our tools for retail identification, selection and recruitment. And our clients benefit from our unique understanding of retail site selection from the retailer's point of view. The combination of technical expertise and professional guidance gives municipalities the capacity to immediately implement an effective retail development program.

Benefits of CommunityID®

With CommunityID® you have immediate access to:

- **Retail Industry Expertise.** Gain a competitive position by working with professionals who have years of retail management experience plus current insights into your community and site selection processes and trends.
- **Community Development Best Practices.** Expand and sharpen your retail development focus by incorporating best practices discovered by Buxton through daily work with municipalities across the nation.
- **Proprietary Systems.** Gather useful information by having Buxton's technology specialists analyze your trade area accessing data stored on Buxton's in-house databases.

- **Personalized Content.** Advance your retail recruitment program by receiving personal guidance from our staff and ongoing insight into key industry topics via our monthly e-newsletter, webcasts and other interactive tools.
- **Long-Term Partnership.** As a Buxton client and partner you have unlimited access to our staff to help optimize your marketing efforts at the International Council of Shopping Centers (ICSC) annual meeting in Las Vegas, NV.
- **Marketing Data and Tools.** Enhance your marketing messages and presentations by using SCOUT®, Buxton's online trade area database and marketing tool, available to you for one year after project delivery.
- **Add-On Research.** Keep your CommunityID® updated and focused by getting special rates on additional research, including retail marketing packages and refreshes of basic information.
- **Market Trends and Changes:** As a Buxton client and partner we will keep you up to date on the changing retail market and trends. Our staff is committed to bringing new ideas and suggestions to you as new retailers are introduced to the market and expand in the U.S.

III. NEEDS/CHALLENGES

Agoura Hills wants to understand and then capitalize on the retail development opportunities.

As communities increasingly compete for retail dollars, attracting the attention of retailers has become more challenging than ever. Marketing your community plays a dominant role in today's competitive economy. The challenge for the community is to attract retailers and developers by providing trade area information that is complete, accurate and up-to-date.

Using our proprietary methodologies, Buxton will collect and analyze your community's trade area information and give it to you in a format that is easy-to-use and appealing to real estate executives and developers. The best information, however, is useless without a plan for using it. Much more than data collection, CommunityID® is an execution strategy that can help you build or revitalize your existing marketing and economic development program.

With CommunityID®, you will be prepared to:

- Achieve your retail potential by establishing a long-term partnership with Buxton
- Integrate retail development into your economic development program
- Increase your success by preparing Agoura Hills to meet the needs of retailers
- Effectively position your community by leveraging your locations' strengths and minimizing weaknesses
- Convey Agoura Hills's advantages over competitors' advantages
- Establish credibility with retail decision makers
- Maximize time and resources by not pursuing unqualified prospects
- Win the confidence and trust of prospects by understanding their priorities
- Use competitive analysis to close the sale

IV. GOALS AND DESIRED RESULTS

The primary goal of CommunityID® is to prepare Agoura Hills to successfully expand its retail sector.

CommunityID® serves as the framework for developing a sustainable marketing program that not only achieves short-term goals but also endures to ensure the economic viability of the retail sector over the long-term. Such a marketing program will bring the following desired results:

- Residents' desires to shop and dine at home will be fulfilled
- Retail leakage will be minimized
- Tax revenues (property and sale/use taxes) will increase
- Employment opportunities will grow
- Agoura Hills's ability to capture other economic opportunities will be enhanced

V. PROCEDURES/SCOPE OF WORK

Once you have engaged Buxton to work with you in developing CommunityID, a project team will be assigned to guide you through the entire process—from initial data collection to final presentation of the results. This team consists of:

- Client services manager, who will serve as your primary source of communication during the project
- Geographic Information System specialist, who will analyze your trade areas and create customized maps and reports
- Professionals with backgrounds as retail executives and economic development practitioners, who will address your unique challenges and help maximize Agoura Hills's retail opportunities

Staff Visits

During visits to the community, Buxton's staff is able to make clear and candid assessments of the community's strengths, weaknesses and potential. Our daily involvement with over 2,000 retail and restaurant clients in finding optimal locations keeps us current on retail location trends. This provides a rational and analytical basis for helping Agoura Hills decide how to best focus resources on the most promising retail opportunities.

Data Collection

Buxton uses over 250 consumer and business databases that are updated throughout the year, and in some cases, every month. Although it is possible to obtain these databases for less expense on a community or regional basis, Buxton buys and is licensed to use the complete U.S. datasets. With this information Buxton will compare Agoura Hills's potential location to the universe of all retail locations operating in the U.S.

The following are some of the more well-known sources used in our studies, but there are dozens more that we employ to provide additional insight:

- Mediamark
- Acxiom
- InfoUSA
- Claritas
- National Research Bureau
- Navteq Geographic Data
- Dunn & Bradstreet Business Data

Identify Market Influencers

All communities have special and often unique features that impact the local retail market and have to be taken into consideration to fully understand the market potential of the community. Such influencers include larger ethnic populations, significant new or expanded developments, military bases, universities and colleges, destination tourist attractions, prisons, medical facilities or major employers.

After identifying these market influencers in your community, Buxton will quantify and qualify their influence on the retail market and help to match retailers that can capitalize on these customer bases.

You will benefit from the project team's expertise and insight in these four areas:

1. Researching and verifying Agoura Hills's retail trade area
2. Evaluating Agoura Hills's retail potential
3. Matching retailers and restaurants to Agoura Hills's market potential
4. Delivering Agoura Hills's marketing packages

These four major components comprise the CommunityID® process. Each component is explained in detail as follows:

1. Researching and Verifying Agoura Hills's Retail Trade Area

The location decision process for all retailers begins with the collection, analysis and evaluation of numerous location variables such as demand density, customer buying habits, economic trends, competition, traffic volumes, and available sites, to name a few.

The CommunityID® process for Agoura Hills will also start with the in-depth collection of data using the same location variables that we use for our retail clients to qualify sites for the location of their retail stores and restaurants. One goal is to define current retail situations in Agoura Hills, in the trade area and in any neighboring communities that impact on Agoura Hills's retail environment. The other goal is to understand the community's expectations and desires. This analysis includes personal visits to the community, collection of data components necessary to conduct the analysis and identification of market influencers.

Drive-Time Trade Area Definition

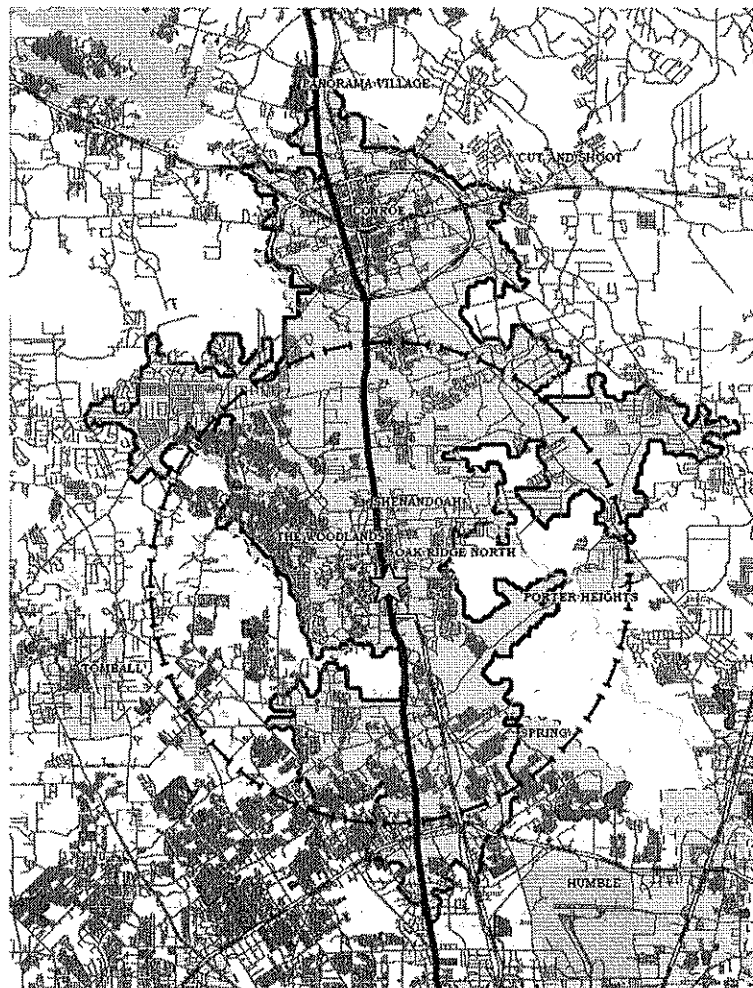
Customers today shop by convenience, measuring distance based on time, not mileage. CommunityID® will employ a custom drive-time analysis to determine Agoura Hills's trade area. An example of a drive-time trade area is shown in Figure 1.

This custom analysis is developed using an in-house database supported by our knowledge of individual retail client's actual trade areas.

The resulting drive-time trade area map will be a polygon that more accurately depicts consumer shopping patterns than trade rings.

To assure the accuracy of the drive-time trade area, the draft maps are reviewed with community leaders and verified before proceeding with the next step.

Figure 1. Example - Drive-Time Trade Area



2. Evaluating Agoura Hills's Retail Potential

The purpose of the evaluation phase is to understand what makes Agoura Hills distinctive and valuable from a retailer's viewpoint and scrutiny.

Our evaluations capitalize on Buxton's knowledge about the retail marketplace and the location requirements and expectations of retailers. Combining this knowledge with our economic development competencies allow us to evaluate and recommend proven community practices. Our evaluations do not rely on dated government research or national/state statistics, all of which fail to reflect local realities. Rather, we implement our real-world experience gained from working with municipalities that have opened more than 21 million square feet of new or expanded retail space. We know how to help Agoura Hills sharpen your retail marketing strategy, aggressively market the city and improve your competitive performance.

Retail Leakage/Supply Analysis

The Retail Leakage/Supply Analysis provides an estimate of retail dollars flowing in or out of the trade area.

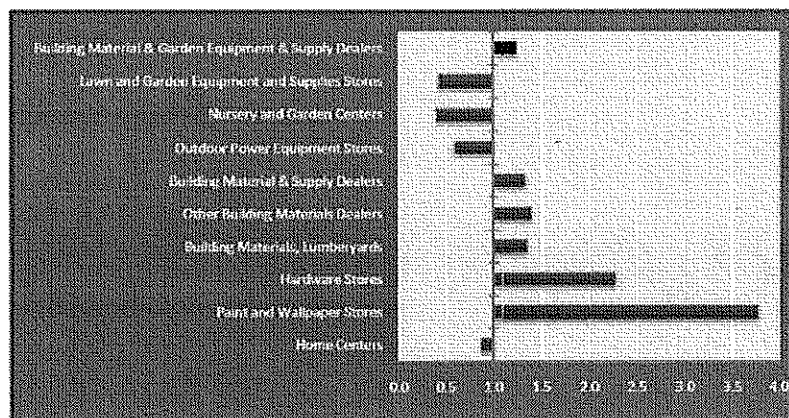
The two main components of this analysis are: 1) current actual sales (supply) by retail store type and products, in dollar amounts, and 2) estimated sales potential (demand) for retail store type and products, in dollar amounts.

We first calculate a sales gap index that illustrates your ability to capture your residents' expenditures. An example of this index is shown in Figure 2.

The sales gap index provides a relative comparison of leakage/surplus and an estimate of the dollars that are being spent outside the trade area (leakage) and the amount of dollars coming in from outside the trade area (surplus).

This report can be run via SCOUT at any location within the map view.

Figure 2. Example - Sale Gap Index

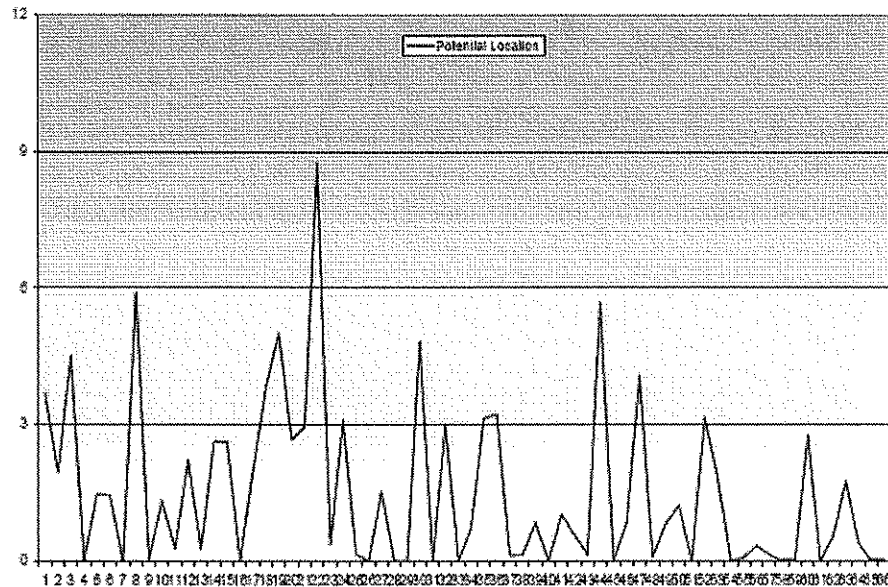


Customer Profiling

The CommunityID® process will identify and analyze all the households in Agoura Hills's drive-time trade area. Based on more than 4,500 categories of lifestyles, purchase behaviors and media reading and viewing habits (psychographics), the households in your trade area are assessed to gain an understanding of the types of retailers that would be attracted to your community. Our in-house databases include both traditional demographic data and the most current psychographic lifestyle information for over 120 million households in the United States (as well as up to seven individuals living in each of these households).

Each household in a trade area falls into one of 66 market segments reflecting the buying habits of customers in the household. The blue line in Figure 3 graphically profiles the households in a city's trade area.

Figure 3: Example - Psychographic Profile



Retail Site Assessment

Buxton will analyze up to three (3) distinct retail locations, selected by Agoura Hills. Based on our collective experience in retail locations, the following factors are considered:

- Psychographic analysis of households in trade area
- Psychographic analysis of workers in trade area
- Demand for retail goods and services
- Site setting, situation and configuration
- Growth plans and relevant development
- Retail goals of the community

Agoura Hills to select the retail site to be used for retail matching.

Buxton will develop a demand density profile of Agoura Hills's trade area. Demand density measures the bottom-line value of the customers in the trade area—who they are, how many there are and what they buy. One of the significant advantages of Buxton is our ability to take the demand density data and to creatively translate it into a proactive market strategy tailored to take advantage of Agoura Hills's strengths and to achieve its retail goals.

3. Matching Retailers and Restaurants to Agoura Hills's Market Potential

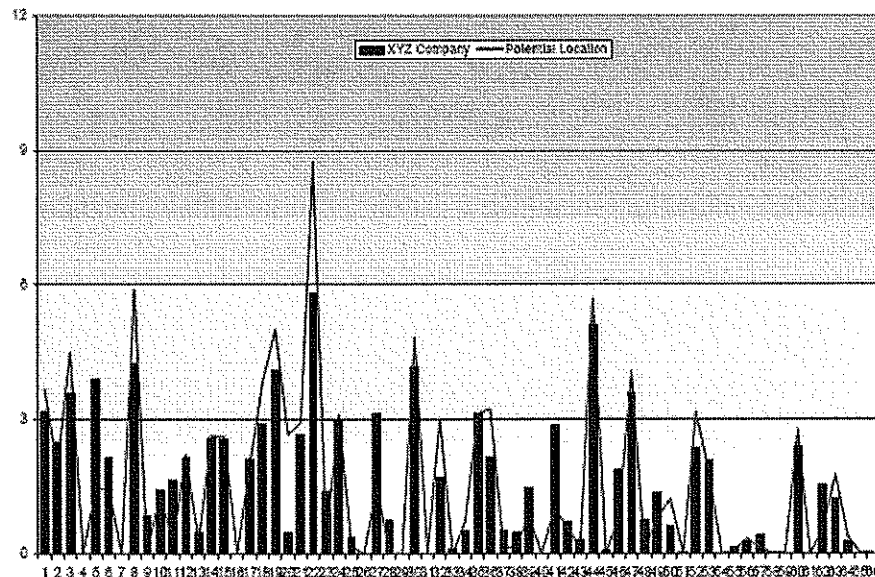
Once the site for retail matching has been selected and the consumer profiles in Agoura Hills's trade area have been determined, the CommunityID® process will match these profiles against the customer profiles of 5,000+ retailers in our proprietary database.

In Figure 4, the blue line indicates the customer profile of households in a community's trade area. The red line represents a specific retailer's customer profile. A similarity between the two profiles as shown in Figure 4 analyzed using Buxton's proprietary retail matching algorithm concludes that this site is an opportunity for a specific retailer to open a successful store.

This matching results in a list of possible retailers. To develop the preliminary retail match list, Buxton analyzes a number of factors about each possible retailer to qualify it. This analysis is designed to eliminate those retailers that for any reason would not be a candidate for Agoura Hills. Considered in this analysis are such factors as, verification of a retailer currently operating or expanding into your market, location of operations in similar cities, and competition and cannibalization from nearby locations.

Once this analysis is complete, the preliminary list of retailers will be discussed and reviewed with Agoura Hills. Based on the selections by the sponsor, a final list of up to twenty (20) retailers will be created for the development of marketing (pursuit) packages.

Figure 4: Example - Trade Area Consumers Matched with Retailer Customer Profile



4. Delivering Agoura Hills's Marketing Packages


Buxton will assemble individualized marketing (pursuit) packages for each targeted retailer. At Agoura Hills's request, Buxton will customize each marketing package for presentation to individual retailers, developers, real estate brokers or potential franchisees. Because it is tailored to the specific needs of the target audience, each marketing package is ready to use as collateral marketing materials providing compelling and precise information that demonstrates Agoura Hills's qualifications as a location.

Each marketing package contains:

1. Map of the retail site and trade area
2. Map of retailer's potential customers
3. Retailer match report that compares the site's trade area characteristics with the retailer's locations in similar trade areas
4. Demographic and psychographic profiles of the households in the trade area
5. Contact information for the person at the retailer who has location decision responsibilities

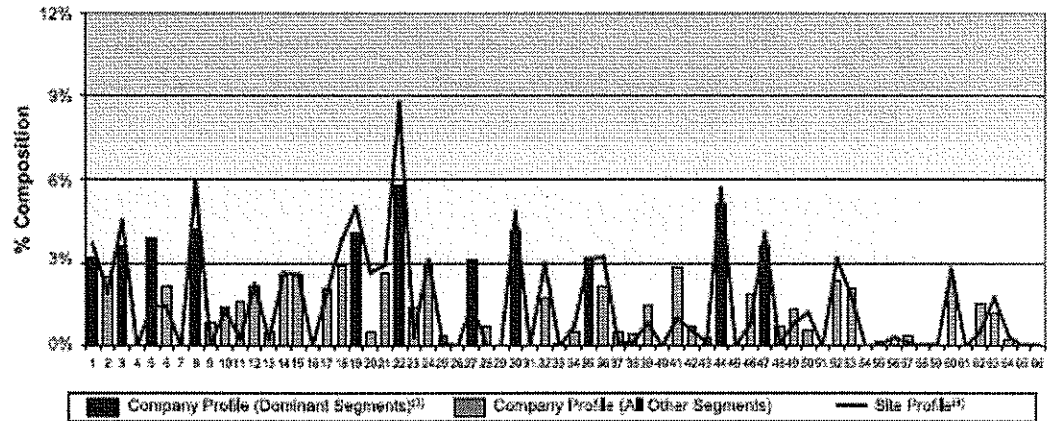
CommunityID® targets not only specific companies but also the individual in the company who has the responsibility for location decisions. To provide the best possible reception when Agoura Hills contacts the targeted retailer, Buxton notifies each company that Agoura Hills has been qualified by Buxton as a potential viable location for a store, restaurant or development and should expect to be contacted by a representative of the city.

Figure 5: Example - Retail Match Report (Retail Match Report summarizes a city's location advantages for a specific retailer).


CommunityID®
Retailer Match Report

Company: XYZ Company	Site: State Highway 384 & Grice Road
Report Date: 4/15/2005	Your Community, USA

Segmentation Profile⁽¹⁾ (15 Minute Drive Time)⁽²⁾



Trade Area Comparison (15 Minute Drive Time)

	XYZ Company Average Trade Area ⁽³⁾	Your Community, USA Site Trade Area	
		2003 Estimated	2008 Projected
Total Population	43,925	44,596	47,311
Total Households	17,278	17,817	18,903
Retailer Dominant Segment Households	9,772	12,870	13,612
Daytime (Workday) Population ⁽⁴⁾	19,170	27,160	29,827

⁽¹⁾ Segmentation Profile
⁽²⁾ Drive Time
⁽³⁾ Dominant Segments
⁽⁴⁾ Site Profile
⁽⁵⁾ Average Trade Area
⁽⁶⁾ Daytime Population

Every U.S. household is classified into one of 60 distinct segments described by that household's lifestyle and spending habits. Drive time is used to define the trade area. Any segment that makes up at least three percent of a retailer's targeted profile (RED BARS). Those segments within the site's drive time trade area (BLUE LINE). XYZ Company trade areas used in this comparison are similar in population and market type to Your Community, USA. The number of persons analyzed in the drive time trade area.

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DELIVERABLES

CommunityID® deliverables will be presented to Agoura Hills in two bound hard copies and in SCOUT®, an electronic format (described below).

SCOUT® is an online marketing system that will allow you to effectively use CommunityID® by enabling you to showcase your best retail site to achieve maximum results. You can access CommunityID® reports via SCOUT® to reproduce maps, site-specific data and generate your own custom marketing presentations.

With SCOUT® you are directly tied to Agoura Hills password protected data, maintained and updated in Buxton's databanks. Using your computer you can tailor reports and presentations and immediately respond to questions or information requests from retailers or developers. SCOUT® allows you to:

- Graphically display and count the households that appeal to specific target retailers
- Create a Leakage/Surplus Analysis report for any location in your community
- Manage all your retail-specific data, from maps to photos to zoning information, in a central location
- Merge your community's existing marketing materials with CommunityID®
- Select the information that best makes your case
- Store and retrieve information on retail buildings and sites
- Organize all relevant retail information in a central data center
- Present all materials electronically to recruit retailers and developers

Beginning in the second year, additional retail marketing packages will be available through SCOUT at the rate of five (5) retailers each month until all matches identified in the initial project are delivered. Beginning in the third year, a complete refresh will be provided using updated data.

Deliverables include the following:

- Drive Time Trade Area Map
- Retail Site Assessment – includes Retail Leakage/Supply Analysis and Customer Profile
- Retail Match List
- Final Report and Marketing (Pursuit) Packages
- An electronic presentation highlighting the CommunityID® process and findings will be a part of the deliverables. It is designed for local presentations to chambers of commerce, civic clubs and other groups interested in the retail development of Agoura Hills.

VI. PROJECT TEAM

Team members for your project will include Buxton personnel with strong retail and economic development backgrounds as well those from operations: the Territory Business Manager, appropriate Senior Vice President and Client Services representative.



Lisa Hill

Territory Business Manager
CommunityID® Division

As a CommunityID® territory business manager, Lisa works with municipalities in their retail economic development efforts. By understanding what retailers need to make site selection decisions, Lisa enables community leaders to understand and “speak retail.” Prior to covering California, she focused on communities in Missouri and Kansas. Lisa brings a strong knowledge of the CommunityID® retail economic development strategy and a solid background in client service to her position. Lisa received her B.A. degree from Texas Wesleyan University and is a member of the International Council of Shopping Centers (ICSC).



Amy Wetzel

Senior Vice President,
CommunityID® Division,
Western Region

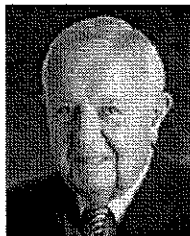
Amy brings more than 15 years of marketing, retail and business development experience to her position. Prior to joining Buxton, Amy held positions with the Colleyville (Texas) Chamber of Commerce, Baylor Health Care System and Andersen. Amy has worked with numerous communities to establish or enhance their retail recruitment strategies and has been a featured presenter at many organizations, including the Association of Washington Cities, the Urban Land Institute, the National League of Cities, and the League of California Cities. She is a member of the California Association of Local Economic Developers, the California Redevelopment Association and the Association of Washington Cities. Amy holds a bachelor's degree in communications from Baylor University.



Philip Davis

Manager/Senior GIS Analyst
CommunityID® Division

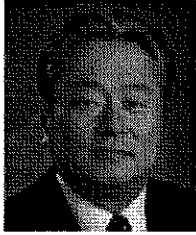
As senior analyst for the CommunityID® division, Philip oversees every aspect of CommunityID® projects in Buxton's GIS department. His duties include supervising daily operations, working with clients, managing projects and serving as a liaison between analysts and the sales team. Philip has managed the GIS function for more than 350 CommunityID® projects for such clients as San Jose, CA; Atlanta, GA.; and Birmingham, AL. Working on projects for two divisions in the company has given Philip a complete understanding of both the retail industry and municipal needs, adding to his expertise in community retail recruitment. Philip graduated from the University of North Texas with a degree in Geography.



Bill R. Shelton, CEcD

Partner
CommunityID® Division

Bill is a founding partner of CommunityID®, Buxton's retail development program for communities. For more than 20 years, Bill worked for the Fort Worth Chamber of Commerce, serving 16 years as its president. He is a Certified Economic Developer and is past chair of the American Economic Development Council. A founding member of the Texas Economic Development Council, he has served as the organization's president. Bill was honored with a lifetime membership to the International Economic Development Council. Bill's professional service also includes serving as dean of the Basic Economic Development Course at Texas A&M University. Bill holds a bachelor's degree in marketing from the University of Texas at Austin, and he completed post-graduate studies at Texas A&M University.



Harvey H. Yamagata

President
CommunityID® Division

Clients benefit from the expertise Harvey has gained during 35 years in retail, including leadership roles in brick and mortar, catalog and website retailing. His 20-year career at Tandy Corporation covered the time when the company grew from \$350 million to \$3.5 billion in sales and took him from retailing in Europe to opening distributors in Asia. He headed the marketing efforts of the RadioShack Business Products division at a time when they held the major share in the burgeoning personal computer market. Harvey received a bachelor's degree from the University of Wisconsin and a master of business administration degree from Texas Christian University.

VII. PROJECT REQUIREMENTS

To effectively initiate this project, we request that you provide the following:

1. Project Liaison

- Agoura Hills will designate a project manager who will serve as Buxton's primary contact during the project.

2. Community Information and Reports

- City logo (vector file – request your ad agency and/or printer)
- Addresses and descriptive information for up to three sites that will be evaluated
- Current traffic count data
- List of planned retail, commercial or mixed use (either proposed or in development) in the community
- List of major, national or regional retailers that have closed, left or moved from the community
- General community marketing materials, data and economic reports

Project Launch

A conference call with representatives of Agoura Hills and the Buxton Project Team will officially launch the project. The project launch will occur when:

1. An agreement is executed
2. The initial payment is received, and
3. The Community Information and Reports are received

VIII. TIMELINE

The following timeline is sequential and cumulative. It starts on the day of the project launch conference call.

Business Days	Client Responsibilities	Buxton Responsibilities
Start	Provide to Buxton all necessary community information.	
Day 1	Participate in the launch call.	Participate in the launch call.
Day 6		Trade Area Map ships.
Day 13	Approve Trade Area Map.	
Day 18		Retail Site Assessment ships.
Day 25	Approve Retail Site Assessment and submit selection of site for retail matching.	
Day 40		Retail Match List ships.
Day 50	Submit selections of all retail matches to be included in the Final Report and Retail Marketing Packages.	
Day 60		Final Report and Retail Marketing Packages ship.

By adhering to this timeline, the CommunityID® deliverables (Retail Match Reports – both the hard-copy and SCOUT®, the electronic version) will be sent on or before 60-days after the launch date.

Any missed target dates can delay the final delivery date. If there are extenuating circumstances that prevent target dates from being met, a new timeline will be developed.

Delays of more than 45 days in timeline schedule by the community will result in an administrative fee of five percent (5%) of the contract price to be charged.

IX. FEE FOR SERVICES

The Cost of CommunityID® is \$60,000; payable as follows: A \$10,000 Christmas gift has been offered as part of an end of the year promotion.

1. \$10,000 due upon execution of this agreement
2. \$20,000 due upon delivery of retail site assessment
3. \$30,000 due upon delivery of retail marketing packages

Hard copies of all CommunityID® deliverables including marketing packages will be provided.

SCOUT® will be delivered for one-year with this agreement and includes the following:

1. Waived - Monthly maintenance fee of \$1,000 per month
2. Waived - Set Up fee of \$3,000
3. Two Marketing (Pursuit) Packages at no cost

After the first year there will be a \$1,000 per month SCOUT® maintenance fee. The first year begins upon completion of the project. Agoura Hills may cancel SCOUT® at any time with thirty (30) days written notice. If cancellation is within the first three years, the \$3,000 set up fee will be charged.

Additional Research Services (post analysis)

Marketing (Pursuit) Packages (Match reports for additional specific retailers)
- Includes two bound hard copies and an electronic version \$2,000

X. SIGNATURE PAGE

This agreement is between Agoura Hills and Buxton (the "Parties") for the performance of services described in this proposal. The Parties agree that an independent contractor/employer relationship is created as a result of this agreement. Buxton will not be considered an agent or employee of Agoura Hills for any purpose.

This agreement may be terminated by Agoura Hills at any time upon written notice of thirty (30) days. If this agreement is terminated, Buxton will be paid for services performed up to the date the written notice is received.

This agreement shall be administered and interpreted under the laws of the State of Texas. In order to avoid paying State of Texas Sales and Use Tax, Agoura Hills may be required to provide Buxton with a certificate indicating it is a non-profit corporation and not subject to Texas Sales and Use Tax.

Agreed and accepted this _____ day of _____, 2008.

Greg Ramirez
City Manager
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

David Glover
Chief Financial Officer
Buxton
2651 S. Polaris Drive
Fort Worth, TX 76137

(Signature)

(Signature)

XI. ENDORSEMENTS/REFERENCES

Buxton prides itself on exceptional client service that results in ongoing client satisfaction. Following are just a few of many endorsements from CommunityID® clients.

EXHIBIT B

Payment Schedule & Rates

Total compensation for this agreement is not to exceed \$60,000 for the CommunityID program and use of Scout for up to one year from date of CommunityID completion and acceptance by City.