RESOLUTION NO. 15-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BUXTON COMPANY FOR THE PROVISION OF RETAIL ANALYSIS AND RECRUITMENT SERVICES TO THE CITY OF CASTLE PINES

WHEREAS, the City of Castle Pines is authorized to enter into contracts for general municipal services; and

WHEREAS, the City Council desires to perform retail analysis and develop retail recruitment and retention solutions in order to promote sound economic development within the City; and

WHEREAS, Buxton Company ("Consultant") has submitted a proposal to the City, representing it has the skill, ability, and expertise to perform retail analysis and recruitment services described in its proposal; and

WHEREAS, the City desires to engage the Consultant to provide the services described in the attached professional services agreement ("Agreement") subject to the terms and conditions of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The City Council hereby (a) approves the Agreement in substantially the form attached hereto as **Exhibit A**, including all exhibits thereto, (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Agreement as may be appropriate that do not substantially increase the obligations of the City, and (c) authorizes the Mayor to execute the same on behalf of the City.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 3. **Effective Date**. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 6 in favor, 0 against and 1 absent this 24th day of February, 2015.

CITY OF CASTLE PINES CORPORATE SEAL 2008 COLORADO

Jeffrey T. Huff, Mayor

ATTEST:

Bruce Roome

Bruce Roome, CMC, City Clerk

APPROVED AS TO FORM:

Linda C. Michow

Linda C. Michow, City Attorney

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND BUXTON COMPANY

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND BUXTON COMPANY

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 10th h day of February, 2015 ("Effective Date"), by and between the CITY OF CASTLE PINES, a Colorado municipal corporation, 7501 Village Square Drive, Suite 100, Castle Pines, CO 80108 (the "City"), and Buxton Company, a Texas corporation, 2651 South Polaris Drive, Fort Worth, TX, 76137 (the "Consultant"). The City and the Consultant may be collectively referred to as the "Parties" and each individually as "Party".

RECITALS AND REPRESENTATIONS:

WHEREAS, the City desires to retain the Consultant to perform retail analysis and develop retail recruitment and retention solutions; and

WHEREAS, the Consultant represents that the Consultant has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the City desires to engage the Consultant to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

1. LINE OF AUTHORITY: The Castle Pines City Manager (the "City Authorized Representative"), is designated as the City Authorized Representative for the purpose of administering, coordinating, and approving the work performed by the Consultant under this Agreement. For purposes of this Agreement, the Consultant's designated representative is Lisa McCay (the "Consultant Authorized Representative").

2. SCOPE OF SERVICES: Consultant shall perform all services described in the proposal dated January 22, 2015 attached to this Agreement as **Exhibit A** (the "Services" or "Scope of Services") in the time frames set forth therein diligently and professionally and in a manner reasonably satisfactory to the City Authorized Representative.

The City may, from time to time, request changes to the Scope of Services to be performed hereunder. If agreed to by both Parties, Consultant will, within a reasonable time period, provide to the City in writing a price and modification to services for the proposed addition to Services. Such changes, including any increase or decrease in the amount of the Consultant's compensation, when mutually agreed upon between the City and Consultant, shall become an amendment to and part of this Agreement, provided any such change is in writing and signed by the City Authorized Representative and by the Consultant Authorized Representative. Unless otherwise stated in the written amendment, Consultant will invoice the City on the next billing cycle after completion of the addition to Services or if the change involves an ongoing new addition to the Services, Consultant will include the associated adjustment to the monthly compensation amount.

Whenever the terms of the Scope of Services conflict with this Agreement, the provisions of this Agreement shall expressly control.

3. COMPENSATION FOR SERVICES: In consideration for the provision of Services described in **Exhibit A**, the City agrees to compensate the Consultant a not to exceed amount of Fifty Thousand and no Dollars ($50,000) and as approved by the City Authorized Representative, based on the following:

(a) The Consultant shall submit invoices to the City in accordance with the terms of **Exhibit A**. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing the services hereunder.

(b) Consultant's invoices shall be in a format acceptable to the City, shall be supported by information in such detail as may be required by the City and shall be sufficient to substantiate that the Consultant has performed the Services described in **Exhibit A**. With each invoice, to the extent possible, the Consultant shall submit an activity service report detailing the Services provided in accordance with **Exhibit A**. The City may withhold payment for work which is not completed as scheduled, or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination by the Consultant.

4. TERM: It is mutually agreed by the Parties that the term of this Agreement shall commence as of the Effective Date and terminate one year thereafter ("Anniversary Date"), unless earlier terminated by the terms of this Agreement. This Agreement will automatically renew each year with a maximum of two annual renewals unless written notice is provided to Buxton at least sixty (60) days in advance of the Anniversary Date. This Agreement and any subsequent renewal shall be contingent upon funding being appropriated, budgeted and otherwise made available for such purposes and subject to the City's reasonable satisfaction with all services received during the preceding term.

5. CONFLICT OF INTEREST: The Consultant agrees that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the Services described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the City. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City.

6. INDEPENDENT CONTRACTOR: The Consultant shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent Consultant. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Consultant or the Consultant's employees, sub-consultants, Consultants, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

7. INDEMNIFICATION: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever.

8. INSURANCE: The Consultant shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Consultant to be sufficient to meet or exceed the Consultant's minimum statutory and legal obligations arising under this Agreement, including the indemnification obligations set forth in Section 7. At a minimum, Consultant shall maintain Professional Liability Insurance Coverage in an amount One Million Dollars ($1,000,000.00), Consultant shall maintain such coverage for at least two (2) years from the termination of this Agreement and Consultant's insurance shall provide that the insurer will give the City thirty (30) calendar days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this Section 8. The Consultant shall be solely responsible for any insurance deductible. The Consultant's failure to obtain and continuously maintain policies of insurance in accordance with this Section shall not limit, prevent, preclude, excuse, or modify any

liability, claims, demands, or other obligations of the Consultant arising from performance or non-performance of this Agreement.

9. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City, its elected officials, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as the same may be amended from time to time, or otherwise available to the City.

10. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, either in whole or in part without the prior written approval of the City. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the City Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Consultant hereunder.

11. CITY REVIEW OF RECORDS: The Consultant agrees that, upon a reasonable request of the City Authorized Representative, at any time during the term of this Agreement or three (3) years thereafter, will make available for inspection and audit upon request by the City Authorized Representative, those books and records of the Consultant's Services performed under this Agreement. Nothing construed herein shall be construed as a requirement that Consultant shall provide its financial records determined to be proprietary by the Consultant. The Consultant shall maintain such records until the expiration of the three (3) years following the end of the term of this Agreement.

12. OWNERSHIP OF DOCUMENTS: Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall become property of the City of Castle Pines upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary work used or provided by the Consultant to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Consultant waives any right to prevent its name from being used in connection with the Services.

13. TERMINATION: The City shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least sixty (60) calendar days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports which are considered to be documents subject to the Colorado Open Records Act shall become the City's property. The Consultant shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant. The Consultant's indemnification obligations hereunder shall survive termination of this Agreement.

14. CONFIDENTIALITY:

(a) **"Confidential Information" means all information, in whatever form transmitted to, or** discussed with, the Consultant relating to the Services, including without limitation, executive session meetings, communications, analysis, surveys, reports or data, or other similar information held by the City or the Consultant in connection with the Services, or that is produced or developed by the City or the Consultant during the performance or evaluation of the Services.

(b) During the term of this Agreement and for a period of two (2) years thereafter, the Consultant will not use the Confidential Information for any purpose whatsoever other than the performance of the Services and specifically agrees to not disclose the Confidential Information to any third party. The City may provide to the Consultant, by written letter or electronic mail message only, authorization to make one or more limited and specific disclosures of otherwise Confidential Information to one or more third parties and such written authorization shall constitute an exclusion of such limited or specific disclosure from the meaning of "Confidential Information." The parties specifically acknowledge and agree that the Confidential Information shall remain the sole property of the City, and the Consultant agrees to return all documentation in whatever form or media relating to the Confidential Information to the City, upon the City's request. The Consultant shall not retain any reproductions or other documentation pertaining to the Confidential Information, without the City's express written consent. Consultant further agrees to take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information to third parties. Confidential Information does not include information which: (1) is known by the Consultant on a non-confidential basis at the time of disclosure as evidenced by written records of the Consultant, or (2) has become publicly known and made generally available through no wrongful or negligent act of the Consultant, whether through disclosure at an open meeting or through a Colorado Open Records Act request or otherwise (*"Non-confidential Information"*). However, prior to making any disclosure of any Non-confidential Information to any third parties which relates directly or indirectly to the Services, the Consultant shall give the City Manager of the City prompt written notice and an opportunity to object to the proposed disclosure of the Non-confidential Information or to take action to assure proper handling of the disclosure of such Non-Confidential Information to said third parties.

15. NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

To the City:	City Manager of the City of Castle Pines 7501 Village Square Drive, Suite 100 Castle Pines, CO 80108
With a copy to:	Widner Michow & Cox LLP City Attorney for Castle Pines 13133 E. Arapahoe Rd., Suite 100 Centennial, CO 80112 Facsimile (303) 754-3395
To the Consultant:	Lisa McCay, Vice President Buxton Company 2651 South Polaris Drive Fort Worth, TX 76137
With a copy to:	David Glover, Chief Financial Officer

Buxton Company
2651 South Polaris Drive
Fort Worth, TX 76137

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the City Authorized Representative and the Consultant Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) working days after the date of mailing, whichever is earlier. The Parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

16. NONDISCRIMINATION: In connection with the performance of Services under this Agreement, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

17. ILLEGAL ALIENS: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, Consultant certifies that it has verified, or attempted to verify, through participation in the basic pilot program that the Consultant does not employ any illegal aliens. If the Consultant is not accepted into the basic pilot program, the Consultant shall apply to participate in the basic pilot program every three (3) months until the Consultant is accepted, or this Agreement had been completed, whichever is earlier. The Consultant is prohibited from using the basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall be required to notify the subcontractor and the City within three (3) days that the Consultant has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Consultant shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Consultant's actual knowledge. The Consultant shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Consultant is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Consultant violates this provision, the City may terminate this Agreement, and the Consultant may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.

18. GOVERNING LAW; VENUE: This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the Services performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the City and shall commit no trespass on any public or private property in the performance of any of the Services identified in this Agreement.

20. SEVERABLITY: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected, provided that the remaining provisions without the invalidated provisions are consistent with the Parties' intent. Should either party fail to enforce a specific term of this Agreement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

22. HEADINGS; RECITALS: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

23. ENTIRE AGREEMENT: The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any elected official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the City Authorized Representative and/or the Consultant Authorized Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Agreement.

24. FORCE MAJEURE: Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical or impossible, or unpredictably and abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, acts of God, civil unrest, failure of a third party to cooperate in providing services other than Consultant's subcontractors, or other occurrences beyond the reasonable control of the party invoking this Force Majeure clause. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within five (5) business days after its occurrence or discovery of its occurrence, and shall take reasonable measures to litigate any impact of the event that triggered the invoking of this Force Majeure clause. If the Force Majeure event shall impact schedule or increase the costs incurred by Consultant, such items shall be handled in accordance with Section 2 and 3.

25. INCORPORATION OF EXHIBITS: All exhibits referenced in this Agreement and attached hereto shall be incorporated into this Agreement for all purposes.

26. **TABOR:** The parties understand and acknowledge that the Municipality is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City of Castle Pines, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

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SIGNATURE PAGE FOLLOWS

CONSULTANT: BUXTON COMPANY, a Texas corporation

BY: _____
David Glover, Chief Financial Officer
DATE: 02/17, 2015

CITY OF CASTLE PINES, a Colorado municipal corporation

BY: _____
Don Van Wormer, City Manager
DATE: 2-11, 2015

ATTEST:

_____
Bruce Roome, City Clerk
DATE: 2/11, 2015

APPROVED AS TO LEGAL FORM:

_____
Linda C. Michow, City Attorney
DATE: 2/11, 2015

CITY OF CASTLE PINES CORPORATE SEAL 2008 COLORADO

Exhibit A - Proposal dated January 22, 2015

BUXTON IS YOUR
COMPETITIVE ADVANTAGE

OUR VALUE PROPOSITION

Since our founding in 1994, Buxton has been a leading force in retail site 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 and soon realized that the company's expertise in retail site and market analysis could also be leveraged to benefit communities desiring retail expansion.

More than simply providing data, Buxton supplies custom marketing materials and strategies targeting the unique site requirements of retailers, developers and commercial real estate brokers. Buxton 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.

- **Grow Your Community.** Create new, permanent jobs that will satisfy your citizen's desire to shop at home; retain dollars currently spent outside of your community and maximize revenue growth to fund city services.
- **Leverage Buxton's Retail Industry Expertise.** Establish credibility with decision makers by providing factual evidence to support your site and gain a competitive position by leveraging our experience:
    - 2000+ retail, restaurant, and healthcare clients
    - 650+ public sector clients nationwide
    - 35+ million square feet of retail space
    - 500+ cumulative years of retail management and economic development experience
- **Access Your Buxton Solution with Ease.** Utilize your best-in-class retail recruitment solution via SCOUT, with the touch of a button from any mobile device. Get the insights

and answers to your retail recruitment and site analysis questions and have the big picture in the palm of your hand.

- **Develop a Long-Term Partnership.** You will receive personal guidance and ongoing insight into key industry topics.

SECTION 1: SCOPE OF SERVICES

Buxton is pleased to present this proposal to Castle Pines, CO. The purpose of this proposal is to outline and review your community development objectives and how Buxton's solutions will enhance your ability to effectively meet those objectives.

Castle Pines, CO's Objectives

1. Recruit new retailers and restaurants
2. Retain existing retailers and restaurant
3. Understand current retail and restaurant economic condition

Retail Recruitment and Retention Solution: Your Community Profile

Our solution is a total marketing strategy that enables community leaders to understand the consumer profile of their residents and to identify specific retailers and restaurants who seek a market with household purchasing habits just like yours. This solution provides you with the ability to actively pursue identified retailers, making a compelling case for their expansion to Castle Pines, CO. You will have access to the same analytical information and insights retailers depend on today to make site selection decisions providing you with instant credibility and the ability to differentiate your community.

Step 1 - Research Your Community

Buxton uses over 250 consumer and business databases that are updated regularly and compare your potential sites to the universe of all competing sites operating in the U.S. We define your current retail situation and those in any neighboring communities that impact your retail environment.

Step 2 – Define and Evaluate Your Trade Area

Customers shop by convenience, measuring distance based on time, not mileage. We will conduct a custom drive-time analysis to determine your trade area using our proprietary methodology and knowledge of individual retail client's actual trade areas. Your drive-time trade area will be provided to you as a map that accurately depicts your consumer shopping patterns.

Step 3 – Profile Your Trade Area's Residential Customers

Your community profile will analyze all the households in your drive-time trade area. Based on more than 7,500 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 site.

Solution Deliverables:

- SCOUT Touch Access
- Drive Time Trade Area Maps
- Retail Site Assessment

- Retail Match List (specific retailers that match your trade area's consumer profile)
- Retailer Specific Marketing Packages (for up to twenty (20) retailers)
- Mobile tablet device at completion pre-loaded with all findings

Multi Year Deliverables: Year 2 & 3 of this agreement will include a Retail Recruitment model refresh, retail marketing packages, and full SCOUT and SCOUT Touch.

Access and Use Your Retail Recruitment Solution via SCOUT

Buxton's Retail Recruitment solution will allow you to actively recruit retailers to your community and support existing businesses with the push of a button in SCOUT Touch, providing you with crucial information about your community, your trade areas, your residents, and much more. SCOUT is a web-based platform which is accessible on any Windows or iOS enabled device with an internet connection and designed to give decision-makers in your community access to the data and solutions that will assist them in making better business decisions. The Retail Recruitment solution includes one (1) mobile tablet device which will be provided at completion and will be pre-loaded with all key findings. This mobile tablet device, possession of Castle Pines, CO, is enabled with four (4) SCOUT Users with the ability to ***run demographic and trade area profile reports,*** and view maps, and other data elements. ***Identifying and quantifying the key variables which impact your community***, you will acquire insights from these findings that will provide you with a strong foundation from which to understand retail recruitment and business retention efforts. In Buxton's SCOUT Touch you will be able to:

- Identify Retail Matches
- Run Variable Reports
- View City Limit Maps
- Run Healthcare Reports
- Run Demographic & Consumer Propensity Reports
- See Aerial View
- View Physician Intelligence
- Run Comparable Reports
- Run Retail Leakage/Surplus Reports

ANSWERS AT YOUR FINGERTIPS. ANYTIME. ANYWHERE.

Next Page: Fees and Timing

SECTION 2: FEES & TIMING

ANNUAL FEE	SOLUTION TIMELINE
$50,000 (three (3) year term)	• Your SCOUT access will be enabled within ten (10) business days of the execution of this agreement

Castle Pines, CO will be invoiced as follows:

- $50,000 Year 1 Fee (50% invoiced upon execution of this agreement: 50% invoiced upon solution delivery)
- $50,000 Year 2 Fee (Invoiced 1st Anniversary of this agreement)
- $50,000 Year 3 Fee (Invoiced 2nd Anniversary of this agreement)

Buxton may include Castle Pines, CO on its client list in presentations and public relations efforts. When doing so, Buxton will not reveal information that is confidential and proprietary to Castle Pines, CO.

The initial term of this agreement is for three (3) years with services invoiced annually. However, at any time during this initial 3-year term, Castle Pines, CO may cancel services for the following year by providing written notice to Buxton at least sixty (60) days in advance of a yearly renewal. If Castle Pines, CO cancels services prior to the expiration of the initial term, no additional fees will be due or payable. All service fees associated with this agreement are due in net (10) days of the date of the invoice.

CASTLE PINES PROPOSED TIMELINE

Within 10 business days of executed agreeement

- Acquire retail location areas from Castle Pines, CO
- SCOUT Access

10-12 days post receipt of site locations/data

- Research and Verify Castle Pines, CO's Retail Trade Area
- Define Drive-Time Trade Areas

10-12 days post reciept of site locations/data

- Evaluate Castle Pines, CO's Retail Potential
- Analyze Retail Leakage/Supply
- Examine Local Business Retention and Expansion

20 days post evaluation of trade area and market potential

- Determine Customer Profile

20 days post idenfication of targeted retail matches

- Assess Retail Sites
- Determine Matching Retailers and Restaurants Market Potential

Within 60 business days post data acquisition

- Deliver Marketing Packages