

CONTRACT ROUTING SHEET

Date Prepared: October 19, 2009

Need Date: October 26, 2009

PROCESSING DEPARTMENT:

Department: CAO-OED
Dept. Contact: Sam Driggers - Ron Carrisi
Phone #: X5595 - X 5569
Department: CAO-OED
Head Signature: _____

CONTRACTOR:

Name: Buxton Company
Address: 2651 S. Polaris Dr.
Fort Worth, TX 76137
Phone: 817-332-3681

CONTRACTING DEPARTMENT: Office of Economic Development

Service Requested: Targeted Retail Retention and Development tool
Contract Term: Two years Contract Value: \$90,000
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 10-26-09 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
2009 OCT 23 PM 4:12

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

AGREEMENT FOR SERVICES #233-S1011

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Buxton Company, a Retail Retention and Development Consultant, duly qualified to conduct business in the State of California, whose principal place of business is 2651 S. Polaris Drive, Fort Worth, TX 76137, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Consultant to provide a Retail Retention and Development Tool; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish the personnel and equipment necessary to provide the following as outlined in "Exhibit A":

- Researching and verifying El Dorado County's retail trade area
- Evaluating El Dorado County's current Retail Market Loss and Potential
- Providing valuable data analysis to help current retention align to new market conditions
- Matching retailers and restaurants to El Dorado County's market potential
- Delivering El Dorado County's marketing packages

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into between the County of El Dorado a political subdivision of the State of California hereinafter referred to as "County" and Boston Research & Development Corporation a corporation duly qualified to conduct business in the State of California whose principal place of business is 2071 S. Federal Street San Jose, CA 95128 (hereinafter referred to as "Contractor")

ARTICLE I

WHEREAS, the County has determined that it is necessary to obtain a consultant to provide a study of the County's and Contractor's relationship;

WHEREAS, Contractor has represented and warranted that it is a duly licensed and qualified professional person and is qualified to conduct the studies and reports required hereunder and that the services to be provided by Contractor are such as are necessary and

WHEREAS, it is the intent of the parties hereto that the County will pay to Contractor the fee for the services to be provided hereunder and that the County will pay to Contractor the fee for the services to be provided hereunder;

WHEREAS, the County has determined that it is necessary to obtain a consultant to provide a study of the County's and Contractor's relationship and that the County will pay to Contractor the fee for the services to be provided hereunder and that the County will pay to Contractor the fee for the services to be provided hereunder;

IT IS HEREBY AGREED that the County will pay to Contractor the fee for the services to be provided hereunder and that the County will pay to Contractor the fee for the services to be provided hereunder;

ARTICLE II

Scope of Services: The study to be conducted by Contractor shall consist of the following:

- Research and develop a study of the County's and Contractor's relationship;
- Develop a study of the County's and Contractor's relationship;
- Develop a study of the County's and Contractor's relationship;
- Develop a study of the County's and Contractor's relationship;
- Develop a study of the County's and Contractor's relationship;

ARTICLE III

It is understood that Contractor shall be responsible for the preparation of the study and reports required hereunder and that the County will pay to Contractor the fee for the services to be provided hereunder;

shall expire two years from date of execution.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. Total amount to be paid by El Dorado County under this Agreement shall not exceed \$45,000. It is anticipated that an additional \$22,500 will be paid to the vendor by the City of Placerville, and \$22,500 by Marshall Hospital. Failure to pay by City of Placerville or Marshall Hospital will result in a revised scope of services reflecting a proportionate reduction in services.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subConsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases

ARTICLE VII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California, as such. It is subject to the provisions of Article XVI, Section 16 of the California Constitution and other similar local and state laws and regulations and may not expend funds for purchase, equipment or services not subject to a fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a fiscal year, but that the final adoption of a budget may not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement, County shall, by a majority vote of the Board of Supervisors, in the event of a proposed budget that does not provide for funds for the various projects or equipment subject herein. Such money shall become available from the adoption of a final budget which does not provide funding for the Agreement. Upon the execution of such budget, this Agreement shall be deemed null, terminated and County released from any further liability hereunder.

In addition to the above, County shall the terms of this Agreement during the term of a fiscal year for which County is not in default. In the event of a default by County, the parties to this Agreement shall be deemed to be in default and the County shall be deemed to be in default. In the event of a default by County, the County shall be deemed to be in default and the County shall be deemed to be in default.

ARTICLE VIII

Entire Agreement and Construction

This Agreement and the terms and conditions hereof shall constitute the entire agreement between the parties to this Agreement. It is understood that the parties to this Agreement have entered into this Agreement in full knowledge of the law and the consequences thereof. The time for the performance of the terms and conditions hereof shall be deemed to be the time for the performance of the terms and conditions hereof. The time for the performance of the terms and conditions hereof shall be deemed to be the time for the performance of the terms and conditions hereof.

The parties to this Agreement shall be deemed to be in default if they fail to perform their obligations hereunder. The parties to this Agreement shall be deemed to be in default if they fail to perform their obligations hereunder. The parties to this Agreement shall be deemed to be in default if they fail to perform their obligations hereunder. The parties to this Agreement shall be deemed to be in default if they fail to perform their obligations hereunder.

Notwithstanding to the extent that the parties to this Agreement shall be deemed to be in default if they fail to perform their obligations hereunder. The parties to this Agreement shall be deemed to be in default if they fail to perform their obligations hereunder.

County understands that this Agreement is subject to the provisions of the California Constitution and

to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar day's written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Chief Administrative Office, Office of Economic Development
330 Fair Lane
Placerville, CA 95667
ATTN: Ron Grassi, Assistant Chief Administrative Officer

Or to such other location as the County directs.

With a carbon copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Consultant shall be addressed as follows:

BUXTON COMPANY
2651 S. POLARIS DRIVE
FORT WORTH, TX 76137
ATTN: LISA HILL, VICE PRESIDENT

Or to such other location as the Consultant directs.

to operate as a business in order to receive a substantial benefit in any form or
manner of this Agreement.

1. Termination or Cancellation without Cause. County may terminate this Agreement in
writing or in part upon giving 30 calendar days written notice by County. If termination
occurs, termination is effective on the date County gives the notice. Termination shall be
effective immediately upon the date of the notice. The notice provided to County shall be
in writing and shall specify the date of termination. County may give notice in writing at any time
if no event has occurred which County may give notice in writing at any time. The date
of the notice shall be the date of termination. County shall provide a copy of the
notice to the person or persons named in the notice. The notice shall be given to the
person or persons named in the notice. The notice shall be given to the person or persons
named in the notice. The notice shall be given to the person or persons named in the
notice. The notice shall be given to the person or persons named in the notice.

ARTICLE 2

Section 1. All notices to be given by the parties herein shall be in writing and shall be
deposited with the United States Post Office postage prepaid and return receipt requested.
Notices to County shall be addressed as follows:

COUNTY OF EL PASO
1001 West
El Paso, Texas 79901
ATTN: County Assessor/County Commissioner Office

For notices to be given to the County, the notice shall be

delivered to the County Assessor/County Commissioner Office

COUNTY OF EL PASO
COUNTY ADMINISTRATOR/CLERK
EL PASO COUNTY COURTHOUSE
300 EAST LAKE
EL PASO, TEXAS 79901
ATTN: CLERK OF COUNTY COMMISSIONERS

Notices to County shall be addressed as follows:

BY: STEVE COOPER
2821 S. PULASKI DRIVE
FORT WORTH, TEXAS 76104
ATTN: LISA HILL, COUNTY CLERK

On the other hand, notices to the County shall be

ARTICLE XI

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subConsultant(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any

ARTICLE 21

Indemnification: The Corporation shall defend, indemnify and hold the County harmless against and from any and all claims, suits, damages and liabilities for damages of every kind and description, including attorney fees and costs, brought for or on account of injuries to or death of any person, including but not limited to medical County employees, and the public or damage to property or any economic or non-economic losses, which are claimed to or in any way arise out of or are connected with the Corporation's activities or operations or performance hereunder, regardless of the outcome or degree of fault or negligence on the part of the County, the Corporation and its officers, directors and employees or any of them except for the acts or active negligence of the County, its officers, directors and employees, or as expressly provided by statute. This duty of indemnification shall survive the termination or expiration of this contract and shall be enforceable by the County.

ARTICLE 22

Assignment: The County shall not assign, in whole or in part, its obligations under this contract to any other person or entity without the prior written consent of the County.

1. The County shall not assign, in whole or in part, its obligations under this contract to any other person or entity without the prior written consent of the County.

2. The County shall not assign, in whole or in part, its obligations under this contract to any other person or entity without the prior written consent of the County.

3. The County shall not assign, in whole or in part, its obligations under this contract to any other person or entity without the prior written consent of the County.

4. The County shall not assign, in whole or in part, its obligations under this contract to any other person or entity without the prior written consent of the County.

5. The County shall not assign, in whole or in part, its obligations under this contract to any other person or entity without the prior written consent of the County.

6. The County shall not assign, in whole or in part, its obligations under this contract to any other person or entity without the prior written consent of the County.

7. The County shall not assign, in whole or in part, its obligations under this contract to any other person or entity without the prior written consent of the County.

other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, 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.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XVI

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVII

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XVIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Ron Grassi, Assistant Chief Administrative Officer, Chief Administrative Office, or successor.

ARTICLE XX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____

Ron Grassi
Chief Administrative Officer
Chief Administrative Office

Requesting Department Head Concurrence:

Administrator. The County Office or employee with responsibility for administering the Agreement is the County Assistant Chief Administrative Officer. Chief Administrative Officer or employee.

ARTICLE XX
Assigned Agreement. The parties to this Agreement represent that the assigned employees, existing the Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind themselves and their delegates to the provisions set forth herein.

ARTICLE XXI
Final Authority. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being amended or invalidated in any way.

ARTICLE XXII
Entire Agreement. This Agreement contains the entire understanding between the parties and no other oral or written agreement, modification or addendum shall be binding on El Dorado County Employees and shall be null and void in the event of a conflict.

ARTICLE XXIII
Entire Agreement. This document and the documents referred to herein in Article XXII constitute the entire agreement between the parties and that no other oral or written agreement or modification shall be binding on the parties.

Representative of County Administration (Signature)

El Dorado County
Chief Administrative Officer
Chief Administrative Officer

Representative of El Dorado County (Signature)

By: _____ Dated: _____

Gayle Erbe-Hamlin
Chief Administrative Officer
Chief Administrative Office

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Gayle Erbe-Hamlin, Purchasing Agent
Chief Administrative Office
"County"

Dated: _____

By _____

Chief Administrative Officer
Chief Financial Officer
Chief Information Officer

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of _____, State of _____, on this _____ day of _____, 20____.

--- EIGHTH SCHEDULE ---

Date: _____

By _____
Chief Executive Officer
Chief Financial Officer
Chief Information Officer

OR

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONSULTANT --

Buxton Company
2651 Polaris Drive
Fort Worth, TX 76137

By: _____
Lisa Hill
Vice President
"Consultant"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

vs

OR

-- COUNTY OF COVINGTON --

Date

By
Chairman
Board of Supervisors
Covington

TEST
The undersigned is a Notary Public
for the State of Louisiana.

Notary Public

-- DISTRICT --

Date

Date

Notary Public

Date

"EXHIBIT A"



CommunityID®

Proposal to Develop:

A RETAIL ECONOMIC DEVELOPMENT STRATEGY

For:

El Dorado County, CA

From:

Lisa Hill

October 19, 2009

Expiration Date: November 16, 2009

"EXHIBIT A"



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"EXHIBIT A"



I. SUMMARY

CommunityID® is a proven retail development strategy that can be immediately implemented by El Dorado County.

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 75 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 El Dorado County'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 El Dorado County's Retail Potential

The evaluation phase will clarify what makes El Dorado County 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 El Dorado County's Market Potential

The consumer profile of El Dorado County'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 El Dorado County's Marketing Packages

Individual marketing (pursuit) packages for each retailer match are delivered electronically via 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®, El Dorado County 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.

"EXHIBIT A"



- **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.

"EXHIBIT A"



III. NEEDS/CHALLENGES

El Dorado County 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 El Dorado County to meet the needs of retailers
- Effectively position your community by leveraging your locations' strengths and minimizing weaknesses
- Convey El Dorado County'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

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IV. GOALS AND DESIRED RESULTS

The primary goal of CommunityID® is to prepare El Dorado County 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
- El Dorado County'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 El Dorado County'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 El Dorado County 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 El Dorado County'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
- Nielsen Claritas
- National Research Bureau
- Navteq Geographic Data
- Dunn & Bradstreet Business Data
- Experian

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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 El Dorado County's retail trade area
2. Evaluating El Dorado County's retail potential
3. Matching retailers and restaurants to El Dorado County's market potential
4. Delivering El Dorado County's marketing packages

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

1. Researching and Verifying El Dorado County'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 El Dorado County 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 El Dorado County, in the trade area and in any neighboring communities that impact on El Dorado County'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.

"EXHIBIT A"



Drive-Time Trade Area Definition

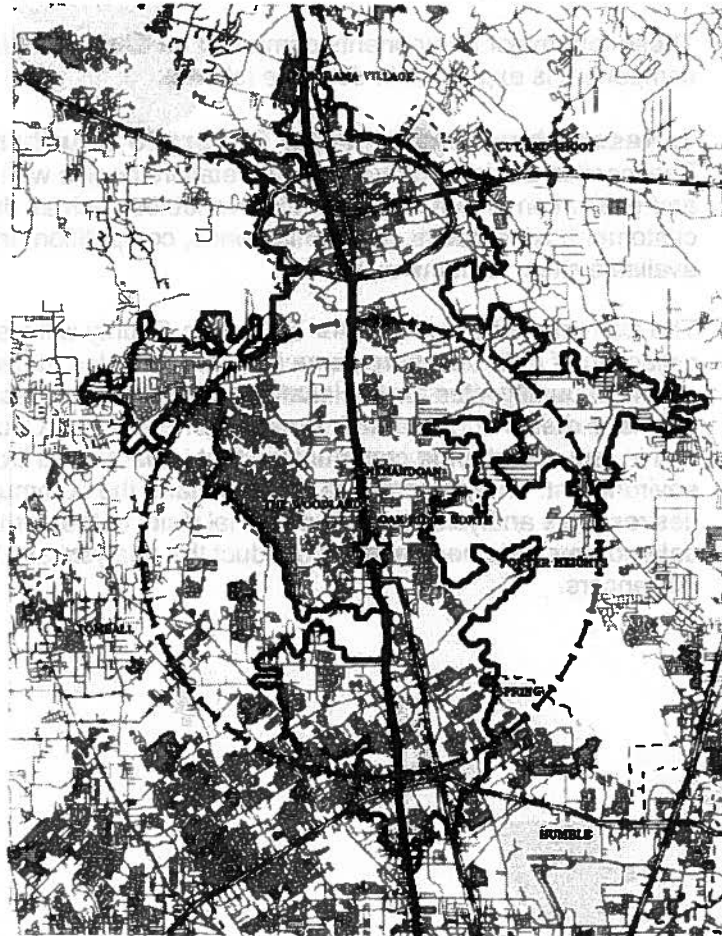
Customers today shop by convenience, measuring distance based on time, not mileage. CommunityID® will employ a custom drive-time analysis to determine El Dorado County's trade area. An example of a drive-time trade area is shown in Figure 1.

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



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2. Evaluating El Dorado County's Retail Potential

The purpose of the evaluation phase is to understand what makes El Dorado County 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 El Dorado County 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.

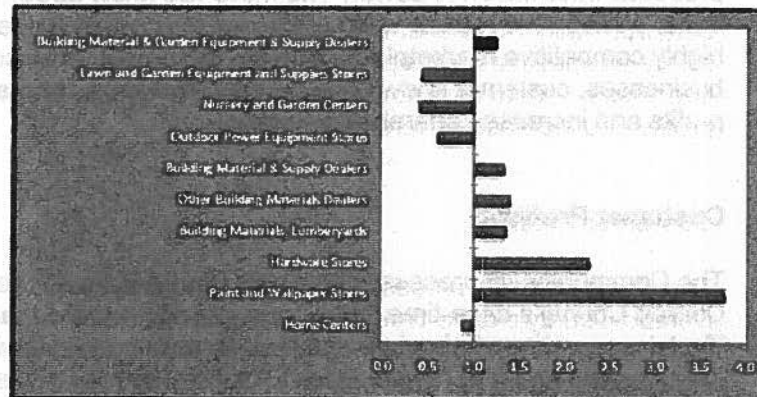
The two main components of this analysis are: 1) current sales (supply) by retail store type and products, in dollar amounts, and 2) estimated sales potential (demand) for retail store type and products, in dollar amounts.

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



Assisting Local Retailers

- Define Your Trade Area
 - Supply & demand by product category
 - Sales leakage analysis equals opportunities
- Identify and Profile Customers
 - Customer buying habits can define product mix
- Match Customers to Retailers
 - Regional & national options for local business owners
 - Knowing your customers assists in marketing
- Tools to Execute Your Strategy
 - Working with the information to grow business
 - Build condensed information packets that local business can reference for additional information
 - Buxton representative will present findings to local business owners during a forum organized by the City

Local retailers need to understand the market as much as new retail concepts looking to locate in an area. New businesses considering a location in an area want some assurances that there are enough core customers to support an over-performing store. In order to get this certification, the concept and the city work together to prove the customer density, the comparable market and the attractiveness of a site thereby minimizing the risk for a retailer. However, local businesses may not have the luxury of this information before making site selection decisions. Often times they use demographic models and guess work to make location decisions. It is therefore invaluable to the local business owner to understand the market they have chosen to operate in. This can be understood by analyzing the customer base around the store and what that customer is worth to their concept from a dollars and cents perspective. Retail leakage can help the local business owner determine what is being lost to competing markets and how to capitalize on the gap. Also, understanding the dollar demand of the consumer, and having a realistic picture of the draw area, will help the local market make merchandising decisions about their products. Information is power. The more you know about the customer, the better position the retailer will be in to service consumer needs and survive in a highly competitive marketplace. Buxton will provide this essential information. For businesses, customer knowledge creates revenues, facilitates growth, generates profits and increases shareholder value.

Customer Profiling

The CommunityID® process will identify and analyze all the households in El Dorado County's drive-time trade area. Based on more than 75,000 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.

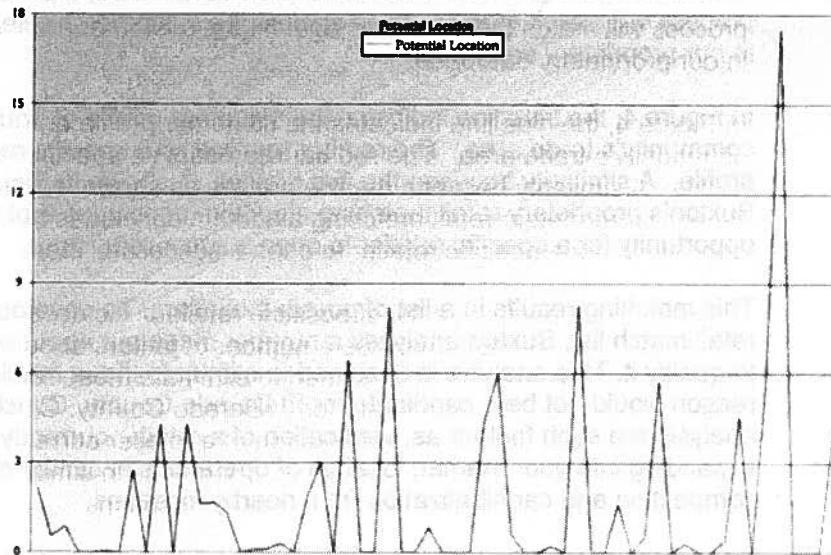
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Our in-house databases include both traditional demographic data and the most current psychographic lifestyle information for over 120 million households in the United States (as well as up to seven individuals living in each of these households).

Each household in a trade area falls into one of 60 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 six (6) distinct retail locations, selected by El Dorado County. 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

El Dorado County to select the retail sites to be used for retail matching.

Buxton will develop a demand density profile of El Dorado County's trade area. Demand density measures the bottom-line value of the customers in the trade

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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 El Dorado County's strengths and to achieve its retail goals.

3. Matching Retailers and Restaurants to El Dorado County's Market Potential

Once the site for retail matching has been selected and the consumer profiles in El Dorado County'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.

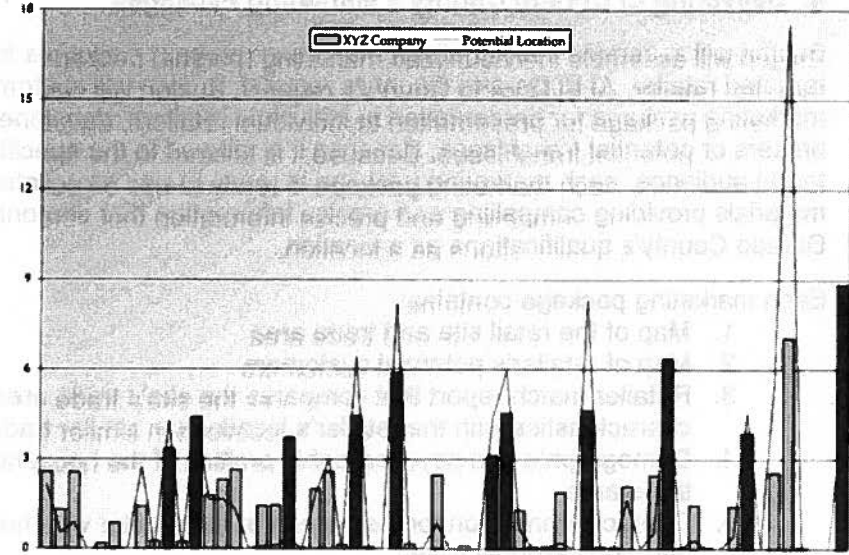
In Figure 4, the blue line indicates the customer profile of households in a community's trade area. The red bar represents a specific retailer's customer profile. A similarity between the two profiles as shown in Figure 4 analyzed using Buxton's proprietary retail matching algorithm concludes that this 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 El Dorado County. 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 El Dorado County. All retail matches will be available to El Dorado County with the ability to select sixty (60) specific retailers for contact information.

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

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4. Delivering El Dorado County's Marketing Packages

Buxton will assemble individualized marketing (pursuit) packages for each targeted retailer. At El Dorado County'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 El Dorado County'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 El Dorado County contacts the targeted retailer, Buxton notifies each company that El Dorado County 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.

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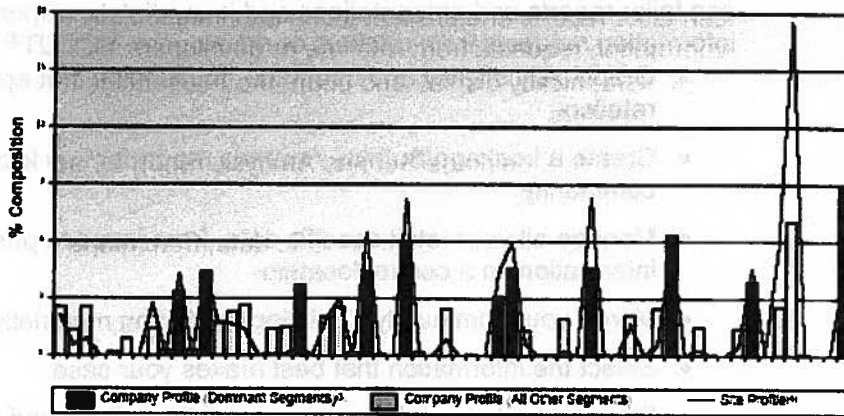


Figure 5: Example - Retail Match Report (Retail Match Report summarizes a city's location advantages for a specific retailer).

CommunityID Profile Match Report

Company: Retailer XYZ	Site: W. BERRY & UNIVERSITY
Report Date	Area: Community, USA

Segmentation Profile⁽¹⁾ (7 Minute Drive Time)⁽²⁾



Trade Area Comparison (7 Minute Drive Time)

	Retailer XYZ Average Trade Area ⁽³⁾	Your Community, USA Site Trade Area	
		Current	Projected
Total Population	96,039	128,139	135,133
Total Households	36,790	45,799	49,573
Company Dominant Segment Households	22,122	33,871	36,662

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

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 5 percent of a retailer's targeted profile (RED-BASE). Those segments within the site's curve are the trade area (BLUE-BASE). Retailer XYZ trade areas used in this comparison are 571 or in population and market base to Your Community, USA.

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CommunityID

DELIVERABLES

CommunityID® deliverables will be presented to El Dorado County via SCOUT®, an electronic format (described below). Hard copies of all CommunityID® deliverables including marketing packages are available upon request.

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 El Dorado County 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 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
- 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 El Dorado County.

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VI. HEALTHCARE ANALYSIS

Identify El Dorado County's healthcare needs through an analysis of its existing healthcare supply and demand.

Key Steps

1) To determine benchmarks for comparison against El Dorado County.

- o Macro benchmark (compared to the state)
- o Micro benchmark (compared to 20 similar trade areas)

In order to analyze how El Dorado County ranks in health services and demands compared to other cities of the same size, a group of similar cities will be identified. These similar cities are determined by analyzing the following characteristics:

- Residential Population
- Employee Population
- Population Growth
- Median Age
- Household Income
- BUDS – Buxton Urban Density Score

2) To compare El Dorado County to the benchmarks based on the following metrics:

- Estimated physician office visits (current year)
- Projected physician office visits (5-year projected)
- Projected physician office visits growth rate
- Existing physicians
- Existing hospital facilities
- Hospital capacity (based on number of beds)

Metric	El Dorado County	State	Trade Area 1	Trade Area 2	Trade Area 3	Trade Area 4	Trade Area 5	Trade Area 6	Trade Area 7	Trade Area 8	Trade Area 9	Trade Area 10	Trade Area 11	Trade Area 12	Trade Area 13	Trade Area 14	Trade Area 15	Trade Area 16	Trade Area 17	Trade Area 18	Trade Area 19	Trade Area 20
Estimated physician office visits (current year)																						
Projected physician office visits (5-year projected)																						
Projected physician office visits growth rate																						
Existing physicians																						
Existing hospital facilities																						
Hospital capacity (based on number of beds)																						

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3) To compare El Dorado County to optimal service levels to identify potential needs. El Dorado County will be compared to industry standards using MGMA (Medical Group Management Association) national averages for full-time equivalent physician service levels for the following Major Specialty Categories:

- Cardiovascular Disease
- Dermatology
- General Surgery
- General & Family Medicine
- Internal Medicine
- Neurology
- Obstetrics & Gynecology
- Oncology
- Ophthalmology
- Orthopedic Surgery
- Otolaryngology
- Pediatric
- Psychology
- Urology

The table and graph below illustrate how El Dorado County will be evaluated when compared to optimal service levels. In the example table the actual shortage/surplus, represented in number of physicians, is calculated for 14 major specialties. Shortage/Surplus estimates are computed for both current year and projected 5-year community needs.

Major Specialty Category	CITY Current FTE Physicians	XYZ City Optimal (2008)	XYZ City Optimal (2008)	XYZ City Optimal (2013)	XYZ City Optimal (2013)
Cardiovascular Disease	0.00	5.75	5.75	7.00	7.00
Dermatology	0.00	3.25	3.25	3.75	3.75
General Surgery	4.00	6.25	2.25	7.25	3.25
General & Family Medicine	28.00	27.50	0.50	31.25	3.25
Internal Medicine	9.25	19.00	9.75	22.75	13.50
Neurology	0.00	4.25	4.25	4.75	4.75
Obstetrics & Gynecology	4.50	17.50	13.00	18.75	14.25
Oncology	0.00	3.25	3.25	4.00	4.00
Ophthalmology	2.25	5.75	3.50	7.00	4.75
Orthopedic Surgery	0.00	7.25	7.25	8.50	8.50
Otolaryngology	0.00	2.25	2.25	2.50	2.50
Pediatric	10.75	21.75	11.00	23.50	12.75
Psychology	1.25	7.25	6.00	8.25	7.00
Urology	0.50	3.00	2.50	3.50	3.00

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DELIVERABLES & APPLICATION

- 1) A full report detailing El Dorado County's existing healthcare service levels compared to its healthcare service demand estimates. This analysis will identify healthcare services (by physician major specialty) that are in need or are in surplus.
- 2) Marketing packages designed specifically for highlighting the shortage/surplus by physician specialty:
 - Cardiovascular Disease
 - Dermatology
 - General Surgery
 - General & Family Medicine
 - Internal Medicine
 - Neurology
 - Obstetrics & Gynecology
 - Oncology
 - Ophthalmology
 - Orthopedic Surgery
 - Otolaryngology
 - Pediatric
 - Psychology
 - Urology
- 3) Presentation in Microsoft Power Point format detailing the findings of the study.

APPLICATION

The information presented in the Healthcare Opportunity Analysis is designed to provide El Dorado County with strategic insights related to their community healthcare service needs. Findings of the analysis can be used for:

- Strategic planning
- State Certificate of Need qualification
- Attracting hospital and physician groups
- Attracting urgent and ambulatory care facilities
- Working with healthcare real estate developers
- Community healthcare resource management

VII. PROJECT TEAM

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



Amy Wetzel
Senior Vice President,
CommunityID® Division,
Western Region

Amy brings more than 18 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 & retention strategies and has been a featured presenter at many organizations, including the Texas Municipal League, the Urban Land Institute, the National League of Cities, and the League of California Cities. She is a member of the Texas Municipal League, the California Association of Local Economic Developers, the California Redevelopment Association and ICSC. Amy has won a number of awards including being named a Great Women of Texas, Woman of Influence by the Fort Worth Business Press. She is also a past board member of Junior Achievement. Amy holds a bachelor's degree in communications from Baylor University.



Lisa Hill
Vice President
CommunityID® Division

As vice president of the CommunityID® division, Lisa works with proactive cities in California with their retail economic development efforts. She works with

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communities to maximize their ability to generate sales tax revenue and enhance quality of life for their citizens by successfully recruiting new retailers as well as maximizing current retail options. Lisa's California clients include Newport Beach, Crescent City, Cupertino, Pasadena, San Jose, Selma, Saratoga and many more.

Lisa received her B.A. degree from Texas Wesleyan University and is a member of the International Council of Shopping Centers (ICSC). Buxton has worked with more than 450 communities nationwide, helping to recruit over 21 million square feet of retail.



Janet Ehret

**Client Services
CommunityID® Division**

Janet facilitates communication between clients and Buxton's operations teams. She ensures that the highest level of service is delivered to clients in a timely manner. Janet has worked with more than 250 municipalities throughout the United States.

Prior to joining Buxton, Janet worked as office manager of the Real Estate Department at RadioShack. Janet graduated from Mississippi State University with a major in marketing.



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

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function for more than 350 Community/ID® 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
Community/ID® Division

Bill is a founding partner of Community/ID®, 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

Partner
Buxton

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

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from the University of Wisconsin and a master of business administration degree from Texas Christian University.

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

1. Project Location

- El Dorado County will designate a project manager who will serve as liaison's primary contact during the project.

2. Community Information and Reports

- City logo (vector file – request your ad agency and/or printer)
- Address and descriptive information for up to six (6) sites that will be evaluated.
- Current traffic count data.
- List of planned (short, medium or long term) projects or future proposed or in development in the community.
- List of major regional or national retailers that have closed, are or have closed from the community.
- General community marketing materials, data and economic reports.

Project Launch

A conference call with representatives of El Dorado County and the Buxton Project Team will identify launch the project. The project launch will occur when:

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

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VIII. PROJECT REQUIREMENTS

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

1. Project Liaison

- El Dorado County 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 six (6) 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 El Dorado County 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

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IX. 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 post to SCOUT.
Day 13	Approve Trade Area Map.	
Day 20		Retail Site Assessment post to SCOUT.
Day 27	Approve Retail Site Assessment and submit selection of site for retail matching.	
Day 55		Retail Match List post to SCOUT.
Day 65	Submit selections of all retail matches to be included in the Retail Marketing Packages.	
Day 75		Retail Marketing Packages post to SCOUT.

By adhering to this timeline, the CommunityID® deliverables (Retail Match Reports) will be sent on or before 75-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.

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X. FEE FOR SERVICES

The Cost of CommunityID® is \$90,000; payable as follows and will be split over 2 budget cycles:

Fees due in first budget cycle:

1. \$50,000 due upon execution of this agreement and before the end of 2009 calendar year

Fees due in second budget cycle beginning August 1 2010

2. \$20,000- fee for retail site assessment
3. \$20,000- fee for delivery of retail marketing packages

Healthcare Analysis cost of \$50,000 is waived if executed by November 18, 2009 and will be launched once the retail assessment is complete.

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

After the first year there will be a \$1,000 per month SCOUT® maintenance fee. The first year begins upon completion of the project. El Dorado County 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.

Direct travel costs will be charged for any pre-arranged, mutually agreed upon travel associated with the project. This does not include travel associated with the presentation or negotiation of this agreement.

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XI. SIGNATURE PAGE

This agreement is between El Dorado County 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 El Dorado County for any purpose.

This agreement may be terminated by El Dorado County 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, El Dorado County 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 _____, 2009.

Ron Briggs
Chairman, Board of Supervisors
El Dorado County
330 Fair Lane
Placerville, CA 95667

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

(Signature)

(Signature)

XII. 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.

Kingsport, TN – Jeff Fleming, Assistant City Manager

Kingsport, Tennessee is a city of 44,000 in a county of 150,000 in an MSA of 303,000. Kingsport is part of the Johnson City-Kingsport-Bristol CSA (combined statistical area), with a population of approximately 500,000. Both Johnson City and Bristol are substantial retail centers as well. Tennessee distributes sales tax revenues based on point-of-sale, so retailing activity is highly competitive among municipalities and counties. There is no provision for a municipality or county to benefit from sales occurring in neighboring cities/counties, so it is definitely a high stakes proposition.

Were you satisfied with the finished product?

Yes, we were very satisfied. We were initially disappointed that Buxton did not identify some of the retailers we really wanted. They were very good to explain why we weren't a fit for certain retailers (like Costco, for example). If the numbers won't work, Buxton won't "cook them" just to make it look good. This speaks to their credibility in my opinion. It was an important "reality check" for our elected and appointed leaders to learn that retail isn't just a lobbying effort. It's a market-based research effort plus a lobbying effort.

Was it worth the money?

We have landed 2 shopping centers with the assistance of the Buxton data and we are in the process of redeveloping another. One generates \$55 million in annual sales, the other generates \$96 million. The third involves a complete overhaul of our mall (www.kingsporttowncenter.com), where private investors are taking it from an appraised tax value of \$33 million to \$92 million. While all of it cannot be specifically attributed to Buxton, it was certainly an integral part of the success. So, yes it was worth the money.

We have landed Target, Kohl's, Old Navy, Dress Barn, Lifeway, Shoe Carnival, Maurices, Michaels, Books-A-Million, ULTA, Dick's Sporting Goods, Best Buy, Tomy Thal, Batteries Plus, Ritz Camera, McAlister's, Hobby Lobby, Pier 1, Ross, TJMaxx, Petsmart, Chili's, Cootie Brown's, Salsarita's, Starbucks and Panera Bread.

Did it require a lot of city staff time? If so, about how many hours?

I wouldn't say it required a lot of time, but Buxton's timeline is controlled by the quickness of response from city officials. We opted to handle it at a staff level, i.e. there was not a retail committee or an elected body involved. I would say we invested maybe a week's worth of 1 staff person's time (mine). Probably the most difficult process was deciding the beginning point for the analysis. We were hypersensitive about favoritism among competing sites.

After the analysis was complete, was it easy to set up appointments with the identified retailers/restaurateurs?

I have found that it's never easy to set up appointments with retailers/restaurateurs. In my experience, it is more important to support the developer(s) who are working in your community. For example, General Growth (the leasing agent for our mall and one of the largest retail management companies in the world) can get an appointment when a

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municipality cannot. The Buxton letter and data "greased the skids" for these meetings. GGP and I tag teamed the tenants. The tenant received individual letters from both GGP and I. When they arrived, they said they had never heard of Kingsport, Tennessee and now they hear about it every time they turn around. That is the power of the Buxton data. "Top of mind" name recognition that opens doors for your developers to be successful. GGP is just one example.

Were you satisfied with the team members that were assigned to your community? Yes, they were great. They were very patient and helpful. As I said, they really helped us with a reality check without making us feel dumb!

Have you used SCOUT and is it easy to produce documents?

Yes and yes. I have also used it for non-retail projects. For example, we are siting an aquatic facility and I used some of the demographics in that site selection process.

Were there any other hidden fees?

Not that I recall. We were pretty skeptical, so we scrutinized greatly. We were not disappointed.

If you were to do it all over again, would you still contract with Buxton?

Absolutely. I have been very pleased.

South Bend, IN – Bill Schalliol, Economic Development Planner

Did you go through an RFQ process?

No. I met Buxton reps at the ICSC Spring Convention and my Mayor met Buxton reps at a regional ICSC event and we both were impressed with the services they offered and entered into a contract with Buxton through a professional services arrangement.

Did you have any viable candidates other than Buxton?

No. What we were shopping for at the time we crossed paths with Buxton was education about the retail recruitment and location process. Buxton, through their processes, helped us better understand who we were and what we could achieve.

Did you face any opposition to hiring Buxton? If so, any advice on how to win them over? Several are very skeptical. They think we can do it in-house with the existing resources and that the demographic/psychographic information is readily available on the internet.

Our local newspaper quoted some of our business leaders as saying, "We get three of us in a room, get some beer and pizza, and we could put together the same report that this Texas group is doing. How are a bunch of cowboys going to know what we need up here in South Bend??"

I can tell you from our specific experience, you can't do in-house what Buxton can do. The internet only will get you so far. And the key piece of information that the Buxton people give you that other services can't is the psychographic modeling component.

Did Buxton deliver on the deliverables promised under your contract?

Yes. We got everything promised and more. The data was fantastic and has been used again and again. We asked for an electronic copy of all the data and have put together data CD's for all of our real estate professionals and others that can use the data.

Were there any "hidden" fees or surprises outside the contract with Buxton?

We actually got more than we paid for. When we first started the process, we thought we were buying a product (and we did), but we also bought a relationship and so as we had questions we bounce questions off our reps. They have been great to work with.

When you received your target information did the Buxton team give you any training or pointers on how to approach the target?

That is the million dollar question. The answer is no and it is really no fault of Buxton's. As I have learned from the user community, everyone goes through the process for different reasons and uses the data for different purposes. We didn't really think through how we would use the data, so we struggled with things once we got our deliverables. But because Buxton has learned from communities like ours, they have created a very helpful user network to put communities in touch with other communities. If you sign with Buxton, people all over the country are using this data and can help guide you.

Did you hire a fulltime recruiter or did you handle the target contact with in-house staff?

In addition to doing retail development, I do property acquisition, demolition coordination, and many other things. Once we realized we had all of this great information and had no tools to use it, we got all of our real estate reps and developers together, gave them the data, had a Buxton rep in to explain the data, and they have been using the data to bring retail to South Bend. When you don't have time to do it yourself, find people that do the

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job and use them, use them, use them.

If you hired someone, what qualifications did you look for?

A real estate background with some knowledge of marketing or a marketer with knowledge of retail would have been helpful. I think every person you talk to about Buxton would have a different answer based upon the needs.

If you did it in-house, what qualifications/training did the person have?

In my case, we got very involved with ICSC (International Council of Shopping Centers) and tried to learn as much as possible about retail and how it works.

Did any of the targets suggest new construction as an option?

Several of the retailers have built new construction or have become tenants in new construction projects.

How many interested targets did you have and of those how many ended up moving to your location? How many of those are still there?

Our process for our retail list was a bit different. Our market is a pretty commercial heavy market and so we were looking for retailers that were here or looking to expand. We were also trying to find tenants for older commercial corridors or for other areas. We have had one true success off of our selected retailer list, but we have several that were on our original match list that we used the Buxton data to attract or support their decisions. The psychographic data was a good tool in those decisions.

Of interested targets, what was their timeline for opening a location in your area?

Texas Roadhouse, is open and is operating well above expectations. And with operating taxes, sales taxes and employee taxes that the restaurant pays, our study has paid for itself with just this one hit.

If you had it to do all over again, would you do anything different? If so, please explain.

Yes. We would have created a retail strategy and thought through the process a bit better. The advantage that new users to the Buxton process have is the experiences and successes/failures of those that have come before them. Get involved through the Buxton process and it will work well for your community.

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Rochelle, IL – Peggy Friday, Commercial/Retail Development Coordinator

The value of the CommunityID Study is being realized each time we ascertain a new development project in Rochelle. The psychographic and demographic facts have been well received by developers, brokers, retailers and entrepreneurs whose due diligence has brought them to our community. The addition of the SCOUT tool is consistent with the City's new technology brand and updated mission and vision statements. Your generosity will be felt each time the SCOUT is used to promote Rochelle and Buxton.

We are pleased with the quality of your product and the superior level of customer service we have experienced. The professionalism of your staff is a direct reflection on the management team at Buxton. You continue to exceed our expectations.

Clemson, SC – Andy Blondeau, Program Manager

We're running out of places to put our new businesses... The Buxton marketing piece got us in the door. The site selector they sent to meet with us referenced the folder and said he was there as a result.

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Pinetop-Lakeside, AZ – Connie Boggs, Main-Street Executive Director

Tell us your level of satisfaction or dissatisfaction with Buxton's report. Did Buxton deliver what they promised, on time and for the price you set with them?
Our satisfaction with the Buxton CommunityID report has been tremendous for Pinetop-Lakeside. We met with several of the retailers identified by the report at ICSC in Las Vegas. I was able to present them with their own individual study. Buxton delivered what they promised, on time and at the price we agreed on. They didn't just do a report for us they became involved in the community and they call us to find out what else they can help us with often. They just don't drop you after their work is complete.

Would you use them again? If so, why?
We will use Buxton again when it's time to update our report because of the initial work they did for us. We love working with their staff of professionals.

Tell us your opinion on the success you have had, or not, in getting any recommended companies to locate to your area.
After our meetings at ICSC I have followed up on the companies we met with. I am working on 2 big-boxes as we speak. Buxton has certainly opened the doors for us. Retailers recognize the Buxton name and realize our community is serious about retail if we took the time and money to have Buxton work for us.

What role do you believe the Buxton data may have played in supporting your recruitment efforts?
There is no better place than Buxton to get the best data out there. We depend on our second homeowners and data on this is not available or we could never have anyone else tell us where to find it except Buxton. When you present the Buxton report with the data available in your community to a retailer they listen.

If you've been successful, or if your answer is no so far, do you know if other retailers are seriously considering your trade area because of this process?
Buxton isn't the only answer to recruiting retail to your community. It is a tool. Your economic development team needs to be pro-active with the goals you have.

In addition, to the Buxton report we just completed an economic development DVD along with community tip sheets that are also being sent to the retailers Buxton identified. It's an ongoing process. If I ever have any additional questions about a certain retailer not identified by Buxton I can call my representative and you can rest assured I will have a call from him before I hang up the telephone. The process is lengthy...meetings, telephone calls, emails. Some of the things they require are aerials (expensive unless you have a friend who has an airplane), site plans etc. I have no doubt that they will locate but it's not a 30 day turn around if that's what you are expecting.

How aggressive have your local recruitment efforts been since receiving Buxton's report? What role did it play in the outcome?
You don't let the Buxton report sit on a shelf and gather dust if you are serious about retail recruitment and our community is. Our Town Council is very pro-active and they increased my operating budget this year to give me the needed tools to do a better job. I am a one woman operation. I love what I do for our community.

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Duncanville, TX – Earle Jones, Director of Economic Development

We have had a wonderful relationship with Buxton. Not only did they provide us with a Phase 1 & Phase 2 report in 2004, they have continued to work with us on various projects of importance to our overall City economy. We are a city of almost 38,000 residents and are small, 11.2 square miles, contiguous to and surrounded on three sides by Dallas. We are what is known as a first tier suburb, in that we are closest of the southern suburban communities that ring Dallas.

Our major development took place in the 60's, 70's and early 80's. Our growth stagnated, and we have revitalized the City in the last 5 years, with some innovative new developments. Our most recent project success involves a 150,000 square foot Costco Club Warehouse, and a mixed-use multifamily and retail project with over 100,000 square feet of retail and 216 units of high quality, gated multifamily rental units along a creek which is to be a dedicated City Park with water flow, fountains, landscaping and lighting. We believe that Buxton played a significant part in our success in getting these projects. Thus far we have a number of restaurant prospects, several banks and a fitness club who have been interested in this location.

I would most certainly recommend Buxton and their services, for the reasons outlined above.

Denton, TX – Linda Ratliff, Director of Community Development

Get your money's worth?

Yes. In addition to the CommunityID product, we asked them to review an incentive request we received from a developer for a 50 acre power center. We had never given retail an incentive at that time. Buxton's help with that project saved us \$750,000 in incentives and the project was built and produced almost \$2M in City property and sales tax in 2006.

Get any of the people on the list of 20 prospects to locate in Denton?

We either got the retailer or one similar. For example, instead of a Circuit City, we got a Best Buy; instead of a Linens N Things, we got a Bed Bath & Beyond. The only one we have not yet gotten is a furniture store. We have a few furniture stores in town. We were hoping for a Haverty's or something similar.

What was the most important thing(s) you got from the study?

We learned a lot about retail recruitment. The information was helpful in putting together our marketing pieces to distribute at ICSC (International Conference of Shopping Centers). We also learned the types of retail Denton could expect to recruit.

Would you use their services again?

We have. We called on Buxton to update their data for four sites that we highlighted in our retail piece. They turned it around very quickly so that we could get our brochure printed in time for the annual ICSC trade show. They also let us display our brochures at their booth at ICSC.

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Cupertino, CA – Kelly Kline, Redevelopment/Economic Development Manager

Is there an estimated or “ballpark” retail/commercial square footage number that can be attributed (totally or in part) to Buxton’s services?

Are there any specific retailers that have located in Cupertino or another jurisdiction you served that can be attributed (totally or in part) to Buxton’s services?

It’s very hard to make those connections. Let me give you some feedback and examples that explain why.

- *There are rarely immediate results in retail. Most respectable retailers are planning stores for 2-3 years down the road in their development cycle. By the time you know for sure whether the eagle has landed, you, the City Manager, and the City Council may be gone! This money must be viewed as a long-term investment.*
- *Sometimes deals go awry based on market conditions. We were very close to landing Borders in Downtown San Jose (thanks to Buxton’s efforts) and then the bottom fell out of the bookstore industry. They put a halt to all deals they had been pursuing, and now may not even last as a company.*
- *The Buxton match list can give you leverage with a developer who is claiming that there is no interest, or different interest than what actually exists.*
- *I recently used my match list to retain an existing shoe store. Their sales had been down, and they were ready to abandon our city. I showed them that several of their competitors were on our match list, and that there is significant leakage in this category. This data made them decide to give us a second shot. They are now going to increase their marketing efforts and store presence before they make any decisions about the future of the store.*

Bottom line – there are definitely a few total and partial success stories. But, more importantly, I can say that the list has opened doors previously closed tight, has extended conversations with retailers who had previously been “lukewarm”, and has provide value to me in so many ways that I can’t keep count.

Buxton is my partner in retail recruitment. This needs to be viewed as a holistic and powerful tool for your program. It will take years for your program to be successful and to have the tangible success that your decision makers are looking for. This will be an excellent first step. If I were you I would try to steer them away from trying view success as a one-store opening – it’s a dangerous road to go down! In some ways, making this expenditure is a stake in the ground – a commitment from the city that they value retail, and that they are serious about their recruitment efforts. A relationship with Buxton sends a very strong message to the retail community.



Development Manager
Cupertino, CA - Kelly Wilson, Redevelopment Economic

is there an estimate of "padding" within commercial square footage number that can be attributed directly or in part to the town's services?

Are there any specific retailers that have located in Cupertino or another jurisdiction you served that can be attributed (directly or in part) to the town's services?

It's very hard to make these connections. Let me give you some feedback and examples that might help.

- There are very limited examples of retail. Most retail is located in the downtown area. Planning shows for 2-3 years down the road in their development cycle. By the time you know for sure whether the right has been laid out, the City Council and the City Council may be gone. This money must be viewed as a long-term investment.
- Some retailers are very hard to track. We were very close to finding a retailer in Downtown San Jose (think of the "old" Apple) and then the bottom fell out of the bookstore industry. They got a job to do some thing but left a company and now they are not even listed as a company.
- The location matters but not the location with a developer who is choosing that area is an interest in different interest than what actually exists.
- I recently used my contact list to retain an existing firm. They also had been down, and they were ready to relocate. I showed them the list of how companies were on our contact list, and that there is significant overlap in the category. This data made them decide to give us a second shot. They are now going to relocate that company and close business before they make any decisions about the future of the store.

Follow up -- from the data we have a few jobs and better success stories. But more importantly, from my list the top 1000 most powerful people in the country are connected with retailers who have previously been "broken", and this provides value to me in so many ways that I can't find words.

When it comes to retail investment, the reality is we need to be viewed as a retailer and invest in our program. It will take years for your program to be successful and to have the foreign success that your retailer makes are looking for. This will be an excellent fit. I know how I want to go to that point away from trying view success as a retail investment -- it's a business model to go down to some size, making the investment is a risk in the ground -- a commitment from the city that they will invest and that they are serious about that investment. A relationship with the town needs a very strong message to the retail community.