

**AMENDMENT NUMBER ONE  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH  
BUXTON COMPANY**

This Amendment Number One ("Amendment") is made and entered into as of April 2, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and BUXTON COMPANY, a Texas corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on April 3, 2020 for Consultant to provide retail recruitment and mobile visitor insights solution services (the "Agreement"); and

WHEREAS, concurrently with entering into the Agreement, City and Consultant entered into Addendum Number One to the Agreement ("Addendum One") in order to provide the City with access to LSMx software subscriptions during the term of the Agreement; and

WHEREAS, the Agreement and Addendum One are collectively referred to herein as the "Agreement"; and

WHEREAS, Section 4.1 of the Agreement provides for a term of one (1) year; and

WHEREAS, City and Consultant desire to amend Section 4.1 of the Agreement to include the option for City and Consultant to extend the term for four (4) additional one (1) year periods; and

WHEREAS, City and Consultant desire to extend the term for one (1) year, through April 2, 2022; and

WHEREAS, City and Consultant desire to amend the Scope of Services to include the additional services set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, City and Consultant desire to set forth Consultant's compensation for such additional services accordingly; and

WHEREAS, City and Consultant intend and desire that this Amendment be effective retroactive to the Effective Date.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


1. This Amendment shall be effective retroactive to the Effective Date.
2. Section 4.1 of the Agreement shall be amended to read as follows:

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on April 2, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of the parties.

3. The term of the Agreement shall be extended through April 2, 2022.
4. The Scope of Services shall be amended to include the additional services set forth in Exhibit A.
5. Section 2.1 of the Agreement shall be amended to reflect that Consultant's annual compensation shall not exceed Twenty-Four Thousand Nine Hundred Fifty Dollars (\$24,950.00). Consultant shall be paid according to the fee schedule set forth in Exhibit A of this Amendment.
6. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
7. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
8. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

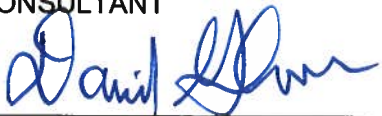
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

  
Purchasing Officer

Date: May 18, 2021

CONSULTANT

  
Signature

Date: 5/11/2021

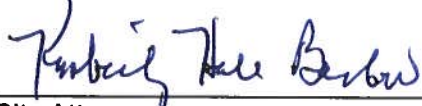
DAVID GLOVER  
Name and Title CHIEF FINANCIAL OFFICER

ATTEST:

Brenda Green 5/25/2021  
City Clerk



APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

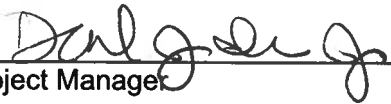
Date: 5/24/21

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Risk Management

Date: 5/18/21

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Project Manager

Date: 5/19/2021

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Economic and Development Services  
Director

Date: 5/19/21

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Finance Director

Date: May 18, 2021

**EXHIBIT A**  
**ADDITIONAL SERVICES**

## Methodology

Your Buxton subscription will include all of the following products. We are constantly making improvements to our products; therefore, features may be added or changes may be made to the products listed below.

### SCOUT

Buxton will provide a market-level subscription to SCOUT, which is a proprietary analytics technology application. It is a web-based platform that gives you access to all the modules in your subscription plus a host of standard features. Visualize data, run reports, and empower your community with in-depth market insights.

### Mobilytics

Buxton will enable the Mobilytics module within SCOUT, which allows your users to draw a custom polygon or select a pre-defined place/area, as well as select a date range and daypart to analyze by leveraging Buxton's proprietary consumer mobile device data. Mobilytics uses household level data to provide the most granular and detailed view of visitors possible. You will be able to understand who visitors are, where they live and work, where they frequently visit, trends in visitor volume, as well as differences between visitors of two sites. Additionally, users can quantify percentage of visitors or visits by geography and exclude or include visitors by distance. This will allow you to identify the consumer dynamics and trends for your key tourist attractions, shopping centers, areas of interest, neighboring communities, and more.

### User Access

Your subscription includes one (1) business intelligence user. Users have access to all standard SCOUT reports, features, and the modules in your subscription.

### Public Sector Standard Support Package

Your subscription includes account set-up; 1 pre-recorded product training session; 1 initial live user group training session (up to 1 hour), which will be recorded and available throughout the duration of your Contract term; quarterly customer support calls (up to 1 hour per quarter) to include items such as Q&A, additional training, and best practices application training; access to our SCOUT Support Team during normal business hours (8 a.m. to 5 p.m. Central Time Monday through Friday except holidays); access to live chat; and access to our knowledge base and training materials within SCOUT.

## Deliverables

- Market-level subscription to SCOUT for one (1) SCOUT business intelligence user
- Market-level subscription to Mobilytics
- Public sector standard support package

## Technical Requirements

SCOUT can be accessed at the following URL: [www.buxtonco.com](http://www.buxtonco.com).

SCOUT is a web-based application accessible on any desktop, laptop, or mobile tablet device that has an Internet connection. When operating the platform, Buxton's recommended hardware configuration is 4-core CPU and 8 GB RAM (or higher). Modern-day laptops or desktops purchased within the last 3 to 5 years will perform without issue. The recommended browser for accessing SCOUT is the latest version of Chrome.

## Fees and Engagement Duration

- Total Fee: \$24,950
  - Market-level subscription to SCOUT (includes one (1) DMA) fee: \$14,950 per year
  - Market-level subscription to Mobilytics (includes one (1) DMA) fee: \$10,000 per year
  - One (1) user: Included with your SCOUT subscription
  - Public Sector Standard Support Package: Included with your SCOUT subscription
- Fees shown above do not include any taxes that may apply. Any such taxes are the responsibility of Client. This is not an invoice.

## Terms

- Fees will be invoiced upon execution of this Amendment.
- All service fees associated with this Amendment are due in net thirty (30) days from the date of the invoice.
- City will have the option to renew the subscription outlined herein for up to four (4) additional one (1) year terms for an annual fee of \$24,950.
- The access level of your SCOUT subscription includes the following geography: Los Angeles, CA DMA (Orange, Los Angeles, Ventura, Kern, San Bernardino, and Riverside County)
- The SCOUT login credentials provided under the terms of this Amendment are for the sole use of City employees. Any sharing of SCOUT login credentials with third parties is strictly prohibited.
- City users may not use the Mobilytics module to track individuals or people groups, or to study sensitive areas such as abortion clinics, marijuana dispensaries, adult venues, political events, military bases, prisons, gun stores, houses of worship, etc.
- Use of Buxton's software products indicates acceptance of Buxton's Terms of Service located at <https://www.buxtonco.com/terms-of-service>, which shall be incorporated herein by reference. We suggest you print and retain a copy of these Terms of Service for your records.
- In the event of any inconsistency between the terms of the Terms of Service and the Agreement between the City and Buxton, as amended, the terms of the Agreement shall govern.
- If City requests services not specified in this Amendment, the parties shall enter into an additional proposal or Amendment setting forth the additional services, fees, and other mutually agreed upon terms.