

EXHIBIT A

I. CONSULTANT AGREEMENT- DOWNTOWN STRATEGIES

This section outlines what Retail Strategies (the “consultant”) will provide to Montgomery Economic Development Corporation (the “client”)

A. Discovery (months 1-3)

1. Kick-off Call & Partnership Overview
2. Review of Documents (existing plans, ordinances, incentives)
3. Electronic Community Input Survey

B. In-market Downtown Strategic Visioning Workshop (months 4-5)

1. Core Group Meeting
2. Walking/Windshield Tour
3. Stakeholder Input Session

C. 5-Year Downtown Strategic Action Plan Deliverable (months 6-8)

1. Custom Downtown Market Analysis
 - a. Identification of market trade area using mobile data analysis
 - b. Trade area demographics (population, income, housing, etc.)
 - c. Market and retail GAP analysis for trade area (i.e. leakage and surplus)
 - d. Tapestry lifestyles - psychographic profile of trade area
 - e. Commute Patterns Report
 - f. Identification of priority business categories for entrepreneurship, recruitment and/or local expansion
 - g. Downtown Walkability Assessment
 - h. Downtown Neighborhood Demographics
2. 5-Year Downtown Strategic Action Plan Deliverable
 - a. Focusing on policy & administration, design, tourism & promotion, and economic vitality recommendations
 - b. Implementation matrix

D. Launch of Local Action Teams & Action Plan Jumpstart (months 9-12)

1. Consultant team will launch our process of Local Action Teams to encourage community support and engagement for incremental implementation.
 - a. Action Planning Workbook Deliverable
 - b. Project Mapping Workshop
 - c. First Action Team Meeting
2. Consultant team will provide support to the Core Team for implementation of a strategy in 5-Year Downtown Strategic Action Plan.
 - a. Strategy will be determined collaboratively depending on traction in Local Action Teams and subject matter expertise within Consultant team.

E. Action Plan Implementation (year 2)

1. Monthly Office Hours
 - a. Opt-in time with consultant team to discuss specific challenges, roadblocks, or for additional support.
2. Ongoing Technical Support
 - a. Consultant team will provide:
 - i. Templates & Trainings
 - ii. Examples
 - iii. Connections to Partners
3. Collaboration Calls
 - a. Three (3) tri-annual collaboration calls with Core Team to discuss success, troubleshoot teams that are off-track, and confirm strategy roadmap for remainder of year.
4. Expansion of Local Action Teams (if desired)
 - a. Action Planning Workbook
 - b. Project Mapping Workshop
 - c. First Action Team Meeting (for new team(s))

F. Action Plan Implementation (year 3)

1. Monthly Office Hours
 - a. Opt-in time with consultant team to discuss specific challenges, roadblocks, or for additional support.
2. Ongoing Technical Support
 - a. Consultant team will provide:
 - i. Templates & Trainings
 - ii. Examples
 - iii. Connections to Partners
3. Collaboration Calls
 - a. Three (3) tri-annual collaboration calls with Core Team to discuss success, troubleshoot teams that are off-track, and confirm strategy roadmap for remainder of year.
4. Expansion of Local Action Teams (if desired)
 - a. Action Planning Workbook
 - b. Project Mapping Workshop
 - c. First Action Team Meeting (for new team(s))

G. Partnership Wrap-up

1. Partnership Wrap-up Call to recap progress, discuss next steps, and discuss renewal of Downtown Implementation contract.

II. CLIENT AGREEMENT – DOWNTOWN STRATEGIES

This section outlines what the Montgomery Economic Development Corporation (the "Client") will provide for Retail Strategies {the "consultant"}.

A. Point of Contact

1. One individual shall be specifically designated by Client and identified to Consultant as the Primary Point of Contact (POC,)
2. POC will be responsible for regular communications between Client and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to Client as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision-making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post and check messages and on - going local updates in a timely manner

B. Information and Material Requested by Consultant:

1. Client/ POC understands that Consultant's ability to stay on schedule will depend on receiving requested information by the requested deadline
2. If Client is a no-show for a scheduled presentation, the presentation will be recorded and posted to Basecamp but not rescheduled live
3. Client recognizes that if the partnership timeline derails because of non- responsiveness of the Client, the partnership will move forward and deliverables or scheduled presentations may be foregone in an effort to remain on schedule