

**FIRST RENEWAL OF CONTRACT FOR  
ECONOMIC DEVELOPMENT CONSULTING SERVICES  
BETWEEN  
THE CITY OF FAYETTEVILLE, ARKANSAS  
AND  
THE FAYETTEVILLE CHAMBER OF COMMERCE**

**WHEREAS**, the City of Fayetteville, Arkansas wishes to contract for Economic Development Consulting Services, and;

**WHEREAS**, the Fayetteville, Arkansas Chamber of Commerce wishes to provide certain Economic Development Consulting Services to the City of Fayetteville, Arkansas, and;

**WHEREAS**, the Fayetteville, Arkansas Chamber of Commerce has been selected to perform Economic Development Consulting Services for the City of Fayetteville utilizing the competitive Request for Proposal selection process (via RFP 16-05, Economic Development Consulting Services – Business Retention and Expansion), and;

**WHEREAS**, the City Council of Fayetteville, Arkansas and the Fayetteville, Arkansas Chamber of Commerce wish to extend the contract for Economic Development Consulting Services an additional two years as provided in RFP 16-05 and the original contract approved by Resolution No. 185-16.

**NOW THEREFORE:**

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

1. This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Fayetteville, Arkansas located at 113 W. Mountain, Fayetteville, Arkansas 72701 and the Fayetteville, Arkansas Chamber of Commerce located at 21 West Mountain Street, Suite 300, Fayetteville, Arkansas 72701. The terms and conditions set forth in this Agreement supersede and replace the terms and conditions of any prior contract or amendment for economic development consulting services between the parties
2. **Term:** This Agreement, governing the first of three potential two-year extensions, shall commence on January 1, 2019, and shall end December 31, 2020. This contract may be canceled by either party with thirty days written notice.
3. **Renewals:** This agreement may only be renewed by approval of the City Council and with mutual agreement of the Chamber of Commerce. The City may exercise an option to renew the contract for two (2) additional two (2) year terms with approval of both parties.

4. **Attachments:** The Contract documents which comprise the contract between the City of Fayetteville and the Fayetteville Chamber of Commerce consist of this Contract and the following documents attached hereto, and made a part hereof:

a.) Exhibit A - Revised Schedule of Deliverables and Performance Measures

*\* The City of Fayetteville shall coordinate with the Fayetteville Chamber of Commerce for modifications to this schedule. Any modifications to Exhibit A shall not reduce the quality or quantity of the services to be provided pursuant to this contract, as determined by the Mayor or his/her Chief of Staff or his/her Director of Economic Vitality. Any modifications shall be agreed upon by both the City and Fayetteville Chamber of Commerce; however, any changes affecting price shall have prior approval by the Fayetteville City Council. In the event Exhibit A is revised and price is not modified, such revised document shall be provided to the City Council at the next regularly scheduled update.*

4. **Services to be Provided:** During the terms of this Agreement, the Fayetteville Chamber of Commerce shall:

- Serve as the first point of contact as the City's contractor for Business Retention and Expansion services for economic development as defined in the Fayetteville First Economic Development Strategic Plan and maintain good relations with the Arkansas Economic Development Commission and other economic development partners locally, nationally and internationally Maintain clear and open communication with the City on all economic development services and activities provided under the scope of this contract; and the Chamber shall clearly articulate when communicating on behalf of the Chamber of Commerce versus City-contracted initiatives to create clear accountability and separation of City-contracted initiatives and Chamber of Commerce initiatives;
- Provide all deliverables and performance measures outlined in the attached Exhibit A

5. **Fees and Expenses:** The City of Fayetteville agrees the consulting fee shall be paid upon invoice as follows:

Consultation Services shall be invoiced for each quarter in the amount of \$45,000 per quarter. Total fees for consultation services shall not exceed \$360,000, from the date of contract. The Fayetteville Chamber of Commerce shall track, log and report hours and expenses directly related to this Agreement along with invoice for payment for each month. Invoices shall be itemized.

Payment of the above-described fees shall be contingent upon annual budget approval by the Fayetteville City Council. If funds are not appropriated for any year this Agreement shall be terminated at the end of the then current term. If funds appropriated are less than the full amount contemplated by this Agreement then the parties shall agree upon an amended Revised Schedule of Deliverables and Performance Measures (Exhibit A). In

the event the parties are unable to reach an agreement on an amended schedule, then the Agreement shall be terminated at the end of current month.

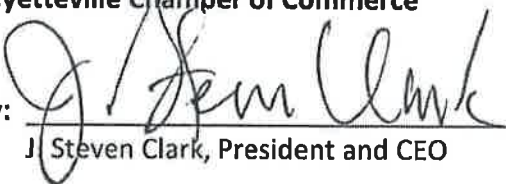
6. **Notices**: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax (receipt confirmed), or overnight courier.
7. **Applicable Law**: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas.
8. **Entire Agreement**: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.
9. **Amendments and Waivers**: Changes, modifications, or amendments in cost or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in **advance** of the change in cost or fees. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.
10. **Performance Measures**: The Fayetteville Chamber of Commerce shall provide the deliverables as outlined in the attached Exhibit A, which serves to implement the adopted Fayetteville First Economic Development Strategic Plan. Performance measures are included for the services and will be used to evaluate the work performed throughout the entire term of the contract.
11. **Contract Administration**: The Mayor or his/her Chief of Staff or his/her Director of Economic Vitality shall be the Contract Administrator for this contract. The Fayetteville Chamber of Commerce President and CEO or his/her Designated Representative shall be the primary contact for all matters pertaining to this contract. While it is understood that many facts pertaining to projects must be held in the strictest confidence, the Fayetteville Chamber of Commerce President and CEO will insure that the Mayor and the Director of Economic Vitality are kept abreast of details and progress made pertaining to Economic Development prospects considering development in Fayetteville to the greatest extent possible.
12. **Freedom of Information Act**: City contracts and documents prepared while performing work pursuant to this contract may be subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville or to the Chamber of Commerce the parties shall do everything possible, in a prompt and timely manner, to determine whether the requested records must be disclosed as required by the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.), or

whether the records are exempt pursuant to A.C.A. § 25-19-105(b), A.C.A. § 14-176-105(b)(1) or other applicable state or federal law. Records required to be disclosed shall be made available for inspection and copying. Only legally authorized photocopying costs pursuant to the Freedom of Information Act may be assessed for this compliance..



IN WITNESS WHEREOF, the parties have executed this Agreement.

**Fayetteville Chamber of Commerce**

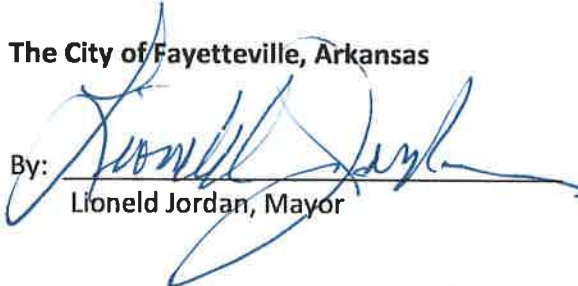
By:   
J. Steven Clark, President and CEO

Date: 11/20/18

Witness: 

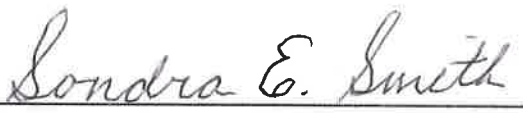
Date: 11/20/18

**The City of Fayetteville, Arkansas**

By:   
Lionel Jordan, Mayor

Date: 12-21-18

Attest:

  
Sondra E. Smith, City Clerk/Treasurer

Date: 12-21-18



## Exhibit "A"

### Contract for Economic Development Services-

#### Business Retention and Expansion

#### REVISED Schedule of Deliverables and Performance Measures

As outlined herein, the Chamber of Commerce shall provide the following services, more generally referred to as Business Retention and Expansion or BR&E services:

- One.** Implement a robust business retention and expansion (BR&E) program;
- Two.** Foster new business growth in Fayetteville's targeted industry sectors;
- Three.** Assess and manage property availability, data and building needs for targeted business sectors;
- Four.** Support the City's Retail, Restaurant, and Mixed-Use Recruitment and Development Efforts;
- Five.** Support Workforce Development efforts to ensure workforce and training needs can be met through local and regional collaboration;
- Six.** Support targeted, focused, block level growth-concept oriented development that leads to an outstanding quality of life throughout Fayetteville
- Seven.** Collaborate with the City for communication with the public
- Eight.** Report Outcomes

#### **One: Implement a robust business retention and expansion (BR&E) program**

1. At a minimum the following deliverables shall be included for each of the action items identified in the BR&E program:
  - a. Goals for the number of Fayetteville businesses to be visited each year within the identified targeted business sectors, including small businesses, coordinating closely with the Northwest Arkansas Council so as to not duplicate regional economic development services and business visits related to employer retention and expansion, workforce development and education efforts.
    - i. The city expects at least 100 Fayetteville for businesses to be visited annually through the contract period;
    - ii. Every year, Fayetteville's top 25 employers shall be visited;
    - iii. 25 BR&E site visits shall be conducted each quarter of the calendar year;
    - iv. The Department of Economic Vitality may ask for focuses on specific industry sectors during each quarter.
  - b. The use of a survey or questionnaire consistent with the Northwest Arkansas Council, to be used during interviews with existing Fayetteville businesses with results tabulated in a regularly updated and shared reporting document with the Department of Economic Vitality;

- c. Business needs or challenges (red flags) that are identified during the visit and or survey shall be reported to the Director of Economic Vitality immediately;
  - d. A spreadsheet shared with the Department of Economic Vitality, for timely tracking of visits, employer input, business challenges or needs, and other data identified as needed for tracking purposes shall be utilized;
  - e. A summary report of the accomplishments of the calendar year, including the information above, as well as the number of new expansion projects, jobs created or saved, average wages (when disclosed) and investment related to the program(s);
  - f. Demonstrate efforts to acquire and track the following:
    - i. An increased number of net new businesses established in the city over time;
    - ii. An increase in annual sales from businesses located in the city over time;
    - iii. An increase in the percentage of residents employed over time;
    - iv. An increase in the number of net new jobs over time;
    - v. A decrease in the unemployment rate of residents over time;
    - vi. Various business sector employee wages, and how they increase or decrease as jobs are gained/lost.
    - vii. An increase in the number of inquiries from prospective companies over time; and
    - viii. An increase in net new retail (NAICS 44-45) and accommodation (NAICS 72) establishments over time.
2. *Legacy Industry:* Maintain an up-to-date directory of legacy industries (including but not limited to manufacturers) within the City and share it with the Department of Economic Vitality. Within the BR&E program ensure questions and data is collected designed to meet this business sector's needs, exploring questions related to facility retention and expansion, new equipment investment, workforce attraction and training, and physical infrastructure needs such as rail, broadband, transportation or utilities.
  3. *Regional Headquarters:* Maintain an up-to-date directory of businesses headquartered in Fayetteville, whether they maintain a home office or a regional headquarters within the City and share it with the Department of Economic Vitality.

**Two: Foster new business growth in Fayetteville's targeted industry sectors**

1. Represent the City of Fayetteville as the primary point of contact for the Arkansas Economic Development Commission (AEDC) coordinating with state officials to promote Fayetteville as an outstanding City for businesses to locate.

2. Conduct site location work and request for information response for prospective employers, working with the Department of Economic Vitality, Northwest Arkansas Council, and AEDC to encourage prospective companies to locate in Fayetteville.
3. Maintain a bright line of communication with the Mayor and Director of Economic Vitality concerning projects which stem from the Arkansas Economic Development Commission, while it is understood that many facts pertaining to projects must be held in the strictest confidence, the Fayetteville Chamber of Commerce President and CEO will insure that the Mayor and the Director of Economic Vitality are kept abreast of details and progress made pertaining to Economic Development prospects considering development in Fayetteville to the greatest extent possible.

**Three: Assess and manage property, building needs of targeted business sectors**

Fayetteville First identifies five targeted business sectors: Corporate Services, Entrepreneurs and Innovators, Legacy Manufactures, Retail and Specialized Technologies. Each of these target sectors will have varying needs, and some will have similarities.

1. *Determine and promote available properties.* Manage the City's site selection software and ensure that the AEDC sites and buildings database is kept updated accordingly.
2. *Assess site and building needs of targeted business sectors.* Assess the potential site and building needs of each of the targeted sectors, determine the need to identify additional sites and encourage the development of appropriate property in the future.
  - a. Work with the Department of Economic Vitality to identify key sites which could serve as employment centers in conjunction with the City's Growth Concept Map.
3. *Identify potential commercial properties.* In coordination with the Department of Economic Vitality, assist the Department of Economic Vitality with site selection for prospective retail, restaurant, and mixed-use developments.

**Four: Support the City's Retail, Restaurant, and Mixed-Use Recruitment and Development Efforts**

1. *Attend the designated International Council of Shopping Centers (ICSC) national and/or Regional conventions and participate with the City of Fayetteville representatives and regional economic development efforts at the National and Regional ICSC Show.* Coordinate with the Department of Economic Vitality to determine who should attend the ICSC convention or an applicable regional event. All marketing and communications around the events shall be coordinated with the Department of Economic Vitality and the City's Marketing and Communications team.



**Five: Support Workforce Development efforts to ensure workforce and training needs can be met through local and regional collaboration**

1. *Understand existing industry and targeted business sector needs.* Review and participate in workforce analysis studies conducted for the region and the City to gain an understanding of the workforce availability related to the occupations required of the targeted business sectors, communicating areas of concern and assisting the City of Fayetteville realize the goals in the Fayetteville Workforce Development Plan.
2. *Support, engage and connect regional educational and local industry leadership.* Coordinate with the Northwest Arkansas Council and the Department of Economic Vitality to participate in discussions with local and regional institutions of higher education, Fayetteville public school career and technical education program leaders, as well as local industry and targeted sectors, and determine whether the workforce and training needs of the identified target markets can be met:
  - a. Support relationships with educational institutions and employers to expand skilled trade programs and training and determine possible new program development in the future to meet the needs of the targeted business sectors and existing business and industry.
  - b. Work with the Department of Economic Vitality to connect industry and education through innovative strategies such as student internships, on-the-job training opportunities, apprenticeship programs, teacher externships, industry tours for educators, and other strategies outlined in the Fayetteville Workforce Development Plan.
  - c. Advocate and support the expansion of skilled trade programs and apprenticeship programs through local industry and educational partnerships.
3. *Provide Innovative workforce training opportunities.* Provide training and job skill development opportunities in Fayetteville through the support and utilization of the Fayetteville Chamber of Commerce NWA Fab Lab and the Fayetteville Chamber of Commerce Robotics Training Center located in the Fayetteville Innovation District.

**Six: Support targeted, focused, block level development that leads to an outstanding quality of life throughout Fayetteville**

1. *Support and promote targeted redevelopment and development opportunities.* To develop great live, work, and play areas throughout the City, assist the Department of

Economic Vitality identify key parcels and sites prime for development or redevelopment within the tiers of the Fayetteville growth concept map, as well as key areas such as Downtown Fayetteville and the 71/B Corridor. Work in conjunction with the Department of Economic Development to identify, attract, and secure businesses, and or developments which will promote catalytic change to the areas identified in the Growth Concept Map:

- a. Promote developments which assist the City with realizing it's land use goals outlined in the City Land Use Plan, Growth Concept Map and the 71B Corridor Plan.
- b. Work to promote, attract, and secure smart-growth develops such as transit oriented, mixed-use, infill, and trail-oriented development.
- c. Site work with prospective business will prioritize tier 1,2, and 3 growth nodes of the Growth Concept Map as well as the 71/B Corridor.

#### **Seven: Collaborate with the City for Communication with the Public**

1. Communications pertaining to the implementation of the Fayetteville First Plan and the implementation, outputs, or outcomes of this contract will be communicated on the City's Economic Development website using the City's branding and marketing. Communication and engagement with the business community as it relates to measures outlined in the contract will be done through the City's website, which is managed by the Department of Economic Vitality. Promotion of the measures outlined in the contract will be conducted through the City's social media channels. All performance measures and reports will be updated on a monthly basis via the City's web site by the Department of Economic Vitality.
2. Communications from the Fayetteville Chamber of Commerce related to economic development initiatives within the scope of this contract, major decisions, announcements, and/or development matters, and public-facing activities should be coordinated with the Mayor's office and the Department of Economic Vitality. This includes statements at City Council meetings, Agenda Sessions, public presentations, press conferences, new business announcements, etc.

#### **Eight: Reports and Presentations**

1. Reporting results and milestones will be done as deliverables are met in the implementation of the Fayetteville First Economic Development Strategic Plan and will be formatted to fit within the City's Economic Development branding on the city web site. The City's internal Economic Development team will meet regularly with the Chamber of Commerce (at a minimum on a monthly basis) to discuss the status of deliverables. The Mayor and/or City Council may request periodic updates and public engagement for citizens to be kept informed of the city's economic development goals. The Fayetteville Chamber of Commerce will be expected to attend quarterly "collaboration meetings" with the City of Fayetteville and Entrepreneurship and

Innovation contractor. The Fayetteville Chamber of Commerce will attend weekly conference calls with the Director of Economic Vitality.

2. The Chamber of Commerce shall provide written reports and prepare a brief presentation to the Mayor and City Council on at least a bi-annual basis. Reports and presentations should outline the tasks accomplished, outcomes achieved and include statistics for each performance measure outlined herein. Bi-annual presentations to the Mayor and City Council shall only include items pertaining to the scope of the contract and the delivery of the items outlined in Exhibit A. Bi-annual presentations will be held in June and December of each year.
3. A schedule for completion of outlined performance measures and a monthly status report shall be submitted for each month of the contract and include only items outlined in the scope of the contract and the delivery of the items outlined in Exhibit A, delivered during regular monthly meetings with the City's Director of Economic Vitality.