

**CONTRACT FOR  
ECONOMIC DEVELOPMENT CONSULTING SERVICES  
BETWEEN  
THE CITY OF FAYETTEVILLE, ARKSNSAS  
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 Economic Development Consulting Services to the City of Fayetteville, Arkansas, and;

**WHEREAS**, the Fayetteville, Arkansas Chamber of Commerce was selected to perform Economic Development Consulting Services for the City of Fayetteville utilizing the competitive Request for Proposal selection process (via RFP 09-14, Economic Development Consulting Services), and;

**WHEREAS**, the City Council of Fayetteville, Arkansas has approved a contract for Economic Development Consulting Services with the Fayetteville, Arkansas Chamber of Commerce,

**NOW THEREFORE:**

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

1. Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2011 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 123 West Mountain Street, Fayetteville, Arkansas 72701. **Term:** This Agreement shall be for a term of two (2) years. This contract may be canceled by either party within thirty days written notice.
2. **Renewals:** This agreement may be renewed for one additional term of two (2) years with mutual agreement of the parties.
3. **Appendix & 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.) Appendix A - Fayetteville Chamber of Commerce response to RFP 09-14, Economic Development Consulting Services

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b.) Appendix B –Schedule Detail for Deliverables and Performance Measures

\* The City of Fayetteville shall coordinate with the Fayetteville Chamber of Commerce for modifications to this schedule. 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 Appendix B is revised and price is not modified, such revised document shall be provided to the City Council at the next regularly scheduled quarterly 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 for economic development services;
- Ensure that the City of Fayetteville is competitive locally, nationally and internationally in attracting prospective companies;
- Produce materials that market Fayetteville including a website that caters to existing and prospective businesses and information packets for targeted industries;
- Conduct trend and market analyses;
- Build mutually beneficial relationships with the Arkansas Economic Development Commission and regional entities engaged in economic development; and
- Provide a diversity of opportunity in business types, job wages, & skill sets
- Provide all deliverables and performance measures outlined in RFP 09-14

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 \$37,375 per quarter. Total fees for consultation services shall not exceed \$149,500 annually, from 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 quarter. Invoices shall be itemized.

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 scope, price 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 scope, 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 following deliverables. Performance measures are included (with examples) for each item and will be used to evaluate the work performed throughout the entire term of the contract.

### One: Economic Development Infrastructure

The City wants to develop appropriate infrastructure necessary to foster economic development opportunities for the City of Fayetteville. Arkansas Economic Development Commission has suggested that Fayetteville work to have more spade ready building sites available for responses to new facility inquiries. The Economic Development team will work to identify future development sites, and work to complete necessary task so that sites are more “ready” for immediate business opportunity availability.

#### *Performance measures:*

- *Positive relationship with AEDC & Appropriate communicated vision for Fayetteville.*
- *Marketing Materials Directed Toward Target Industries*
- *Creation and distribution of Industry packets, promotional materials such as videos, DVD's, etc.*
- *Real Estate Development – prepare sites & buildings ready for development.*
- *Establish market Statistics & Demographics*
- *Develop Regional partnerships by working with the regional economic development council.*
- *Support City's development of Quality of Life Programs*
- *Work with existing employers to develop workforce; attract quality employees to the City*
- *Conduct Economic Development training to ensure that the economic development team is knowledgeable and professional by attending at least 2 economic development related conferences & training classes a year. Maintain updated information, highlights, available site locations, and any possible incentives, containing highlights on why companies should locate in Fayetteville*

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## **Two: Business Retention and Expansion**

The City wants to ensure existing businesses thrive and remain or expand in Fayetteville. The Fayetteville Chamber of Commerce shall solicit continual feedback from the more than 2600 existing businesses to determine how they can best be served and how programs can be developed to leverage their assets and the assets of other similar businesses and the assets of the City of Fayetteville. The Chamber of Commerce shall develop concepts which promote existing business. For example, businesses located on the Fayetteville Square and in the Downtown are sponsoring a First Thursday event with extended store hours and additional attractions.

*Performance measure:*

- *Development of business community data*
  - *Retention rate for existing businesses*
  - *Existing employee headcount*
  - *Other data as requested by and coordinated with the City*
- *Provide technical assistance to existing businesses to assist them to retain jobs and/or expand.*
- *Support “Find it in Fayetteville” Campaign*

*Performance measures of Business Retention and Expansion (continued)*

- *Bring or organize appropriate seminars and training to Fayetteville, AR, or within NWA Training Opportunities offered within the Region that would benefit Fayetteville Specific Companies.*
- *Develop business opportunities*
  - *Through GreeNWAy initiatives, Programs, promotion of international trade, and development of trade directories.*
- *Analysis of existing businesses by utilizing Business Registry Data to evaluate growth, decline, establishment, or closure of existing businesses within the City of Fayetteville.*
- *Develop or recommend training & education opportunities to start up businesses.*
- *Provide resources to entrepreneurs as requested.*

## **Three: Business Attraction**

The Fayetteville Chamber of Commerce shall take steps necessary to ensure that Fayetteville competes at local, state, national and international levels for prospective businesses. ARTP incubates companies that are developing new technologies and products. As these companies scale up and consider permanent locations, the Chamber of Commerce shall coordinate programs, procedures, policies and promotional materials that make the City an attractive and competitive option. In addition, the Chamber of Commerce shall actively promote the City of Fayetteville at the state, national and international levels, particularly to Economic Development Consulting Services Contract

companies in the clean tech, healthcare, hospitality and tourism and nonprofit sectors. The Economic Development website will have, as a minimum, a graphically engaging design, relevant demographic information, a comprehensive list of awards and distinctions received by the City, identification of publicly-owned, shovel-ready sites, incentive packages and materials for targeted industries, and opportunities and support services for existing businesses.

*Performance measure:*

- *Develop Site Selector Visits to the City of Fayetteville, AR (3 visits per year)*
- *Evaluate, and recommend trade shows to attend and meet perspective companies. Attendance will utilize Senior Administration Staff and Elected Officials. Identify up to two trade shows or similar events to attend and coordinate attendance.*
- *Number of home grown businesses locating in Fayetteville*
- *New businesses in Fayetteville*
- *Employee headcount attributed to new businesses*
- *Assistance in the coordination and development of a regional economic development council*
- *Listing of contacts or potential businesses obtained through serving as the lead contact*
- *Implementation of business registry*
- *Active website, updated content, and easy-to-find content as provided by other cities*
- *Number of monthly unique visitor hits on the website*
- *Maintain & review community profile with AEDC*

**Four: Strengthened Relationship with the Arkansas Economic Development Commission (AEDC) and Regional Economic Development Organizations**

These organizations are assets to the City's economic development efforts. They can provide free marketing for the City and expand our contact base and opportunities. Fostering relationships with these organizations will provide a competitive advantage at the state and regional level and ensure that the City receives feedback from prospective companies about what Fayetteville can do to provide an attractive business package. The Fayetteville Chamber of Commerce shall serve as the primary point of contact for the City of Fayetteville for economic development related purposes.

*Performance measure:*

- *Regular meetings with AEDC staff and commissioners, Green Valley Corporation staff, ARTP staff and other relevant organizations*
- *Documented efforts and participation in regional partnership*

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- *Positive relationship with AEDC and appropriate communicated vision for Fayetteville*
- *AEDC understanding of firm's primary contact responsibility*

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## **Five: Market Statistics and Demographics**

The City of Fayetteville is interested in receiving up to date market statistics and demographics for existing businesses and labor shed and market data for businesses interested in locating in Fayetteville AR.

*Performance measure:*

- *Utilize and provide updated market, trend, and demographic analysis through current studies.*

## **Six: Reports and Presentations to the Mayor and City Council**

The Fayetteville Chamber of Commerce shall provide a written report and prepare a brief presentation for the Mayor and City Council on a quarterly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein.

*Performance measure:*

- *Written report and presentation on a quarterly basis to Mayor and City Council*
- *Timely updates to Mayor and City Council on potential and ongoing projects as necessary*

The City recognizes that the overall economy will affect some of the performance measures and success will be outside the control of the Fayetteville Chamber of Commerce. The City also recognizes that some of the needed statistics are not currently collected in a systematic way. However, the City expects the Fayetteville Chamber of Commerce to show evidence of experience in conducting comparative market and trend analyses and due diligence in amassing the detailed information necessary to support the Economic Development effort..

### **11. Contract Administration**

The Mayor or his/her Designated Representative 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 is 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**

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City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the Fayetteville Chamber of Commerce will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA 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: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**The City of Fayetteville, Arkansas**

By: \_\_\_\_\_  
Lioneld Jordan, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sondra E. Smith, City Clerk/Treasurer

Date: \_\_\_\_\_