R-22-45

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE NORTH LITTLE ROCK CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT SERVICES; AND FOR OTHER PURPOSES.**

WHEREAS, the voters of the State of Arkansas have approved Amendment 97 to the Arkansas Constitution, expressly authorizing local governments to use public funds for economic development purposes; and

WHEREAS, the Arkansas General Assembly has adopted Act 685 of 2017, effective August 1, 2017, codified at Ark. Code Ann. § 14-176-101, et. seq., establishing the process that cities must follow in order to fund economic development; and

WHEREAS, by Ordinance No. 8956, the City Council has defined economic development services to be professional services under Arkansas law; and

WHEREAS, the City issued RFP #22-3755 to solicit bids for economic development services; and

WHEREAS, the City has determined that the North Little Rock Chamber of Commerce is the most qualified applicant and should be engaged as a Consultant to provide economic development services to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with North Little Rock Chamber of Commerce for economic development services, said agreement being substantially similar in form and content to the agreement attached hereto as Exhibit A. Total costs for the economic development services are estimated to be $100,000.00, and compensation and fees for all services provided under this Resolution shall not exceed that amount without authorization of the Council.

SECTION 2: That the cost of the services described herein, not to exceed $100,000.00, has previously been included in the North Little Rock Electric Department's budget for 2022.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

ATTEST:

Terry C Hartwick by AF

Mayor Terry C. Hartwick

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 10:05 A.M. _____ P.M.

By A. Fields

DATE 02-22-2022

**Diane Whitbey, City Clerk and Collector**
**North Little Rock, Arkansas**

RECEIVED BY S. Ussery

EXHIBIT
tabbies
A

# AGREEMENT

Between

# CITY OF NORTH LITTLE ROCK

and

# NORTH LITTLE ROCK CHAMBER OF COMMERCE

This Agreement is made and entered in to this ___ day of _____, 2022, by and between the City of North Little Rock, Arkansas ("City") and North Little Rock Chamber of Commerce ("Consultant"), the foregoing being collectively referred to as "the parties," said Agreement to become effective upon the execution of this Agreement by the persons duly authorized by his or her respective organization to bind the same, and upon approval and concurrence by the North Little Rock City Council ("Council").

**WITNESSETH:**

WHEREAS, the voters of the State of Arkansas have approved Amendment 97 to the Arkansas Constitution, expressly authorizing local governments to use public funds for economic development purposes; and

WHEREAS, the Arkansas General Assembly has adopted Act 685 of 2017, effective August 1, 2017, codified at Ark. Code Ann. § 14-176-101, et. seq., establishing the process that cities must follow in order to fund economic development; and

WHEREAS, by Ordinance No. 8956, the Council has defined economic development services to be professional services under Arkansas law; and

WHEREAS, the City issued RFP #22-3755 to solicit bids for economic development services; and

WHEREAS, the City has determined that the North Little Rock Chamber of Commerce is the most qualified applicant and should be engaged as a Consultant to provide economic development services to the City.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO THAT:**

1. **Purpose**. The purposes of this Agreement are: (1) to create and/or retain quality employment opportunities for citizens of North Little Rock; and (2) to expand the City's base of revenues for public services and utilities.

2. **Services**. In exchange for the consideration provided herein, the Consultant will collaborate with City leaders and City staff in implementing the City's marketing and engagement plan to retain existing businesses, to foster expansion of existing businesses, and to achieve the

City's economic development goals. Consultant shall provide the following services to the City in accordance with the terms and conditions of this agreement:

(a) BUSINESS RETENTION AND EXPANSION PROGRAM:

- Meet individually with a minimum of eight (8) North Little Rock business owners or manufacturers (collectively "businesses") per month (96 per year) in order to discuss their specific needs to remain in North Little Rock and expand.
- Meet and coordinate with the Mayor, the City's Director of Development, and other City staff on an as-needed basis to discuss and develop specific plans to address the needs of North Little Rock businesses.
- Assist the City in creating new opportunities for North Little Rock businesses.
- Create and host a minimum of three industry specific events such as Commercial Real Estate Luncheon, Taste of Business, Manufacturers Luncheon, Summer Youth Job Fair, etc.

(b) WORKFORCE EDUCATION AND DEVELOPMENT PROGRAM:

- Maintain and supervise an Education Committee made up of qualified members within the North Little Rock business community.
- Meet, coordinate and assist the North Little Rock School District in engaging local businesses as to the programs within the North Little Rock High School's "Center of Excellence".
- Participate with and assist the North Little Rock School District on an as-needed basis in the hiring of its key employees.
- Assist and participate on an as-needed basis in the strategic planning process of the North Little Rock School District.
- Create and maintain a leadership program for the student of the North Little Rock School District.
- Create, maintain and manage an academic recognition program for the students of the North Little Rock School District.
- Develop and assist with the implementation of a workforce development program with the University of Arkansas – Pulaski Technical College.

(c) Assist City in Development of a Small Business Fast Track Plan

- One stop shop for obtaining permitting and licensing
- Create a clear and easily understandable method of navigating process
- Help with counselling and answering questions

(d) OFFICE SPACE: Consultant shall provide office space for two North Little Rock Economic Development employees to include:

- Two private office and one work station
- Unlimited Use of Conference and Board Rooms
- Unlimited Use of Copier/Fax/Scanner
- Internet Service

(e) Participate in Economic Development Activities:

- Serve on the Metro Little Rock Alliance Board
- Build relationships with the Arkansas Economic Development Commission
- Participate in Fam Tours with Site Consultants
- Participate on market visits with potential new employers

3. **Term**. This Agreement will commence on January 1, 2022, and will terminate on December 31, 2022, provided that the term of this Agreement may be extended for two additional one-year terms upon approval of the North Little Rock City Council.

4. **Quarterly Reports**. The parties acknowledge and agree that fulfillment of the services as set forth in this Agreement articulate the specific criteria that the City has determined are necessary to measure the achievement of the purpose of this Agreement. Consultant shall submit quarterly economic development activity reports to City Council that include a statement of the specific services contained in this Agreement and an articulation of compliance as to each of those items. These reports will be submitted at the second regularly meeting of March, June, September, and December. Consultant will not include information in a report that is excluded from disclosure under the Arkansas Freedom of Information Act.

5. **Fee**. Throughout the term of this Agreement, City will pay Consultant a flat annual fee of $100,000.00, payable in equal quarterly installments of $25,000, with the first quarterly installment to be payable by the 15th day of January, 2022. The fee shall represent full compensation to Consultant of all labor and costs of performance.

6.

7. **Early termination**. Either party may terminate this Agreement without cause upon 60 days' written notice. In the event Consultant terminates the contract prior to the expiration of any year for which payment in advance has been made, Consultant will be responsible for repayment of a pro rata portion of the pre-paid fee.

8. **Record-keeping**. Consultant shall maintain records that reflect the economic development services performed for City which, upon termination of this Agreement for any reason, shall be promptly delivered to the City's Commerce Department.

9. **Intermingling of Funds**. Consultant shall not intermingle fees paid as compensation for services under this Agreement with any funds provided by the City for an economic development project.

10. **Choice of Law and Venue**. The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of

action arising from this Agreement shall be vested in the Circuit Court of Pulaski County, Arkansas.

11. **Non-waiver**. No delay or failure to exercise any right under this Agreement shall impair any such right or be construed to be a waiver thereof. No waiver shall be effective unless in writing signed by the party waiving. A waiver of a right on one occasion shall not be deemed to be waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.

12. **Merger**. This Agreement constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the services provided hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Agreement.

13. **Modification**. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Agreement.

14. **Authority**. The persons executing this document each represent that he or she is duly authorized by his or her respective organization to bind the same to the terms contained herein, provided that, this Agreement shall not be effective until approved by official public action of the North Little Rock City Council.

15. **Counterpart Execution**. This Agreement may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.

16. **Filing**. This Agreement shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the date first above written.

**CITY OF NORTH LITTLE ROCK, AR**
300 Main Street
North Little Rock, AR 72114

By _____
Terry C. Hartwick, Mayor

**NORTH LITTLE ROCK CHAMBER OF COMMERCE**
100 Main Street
North Little Rock, AR 72114

_____
Derrell Hartwick , Executive Director

ATTEST:

_____
Diane Whitbey, City Clerk