

## ECONOMIC DEVELOPMENT AGREEMENT

This Agreement is made and entered into this 21<sup>st</sup> day of December, 2022, by and between Boone County Arkansas (hereinafter "the County"), and the Harrison Regional Chamber of Commerce (hereinafter "the Chamber") for the period January 1 through December 31, 2023.

### RECITALS

- A. The County and the Chamber understand the necessity of ensuring and maintaining a vibrant, healthy and effective business and economic development environment.
- B. The County requires the professional services of the Chamber to develop, promote, and implement policies and strategies to give the maximum possible support and assistance to local and established businesses.
- C. It is essential to the public health, safety and economic welfare of the citizens of Harrison, Arkansas, that the County retain the Chamber to provide its citizens and businesses with these professional services.
- D. The Chamber is in a unique situation, and uniquely qualified to provide professional, regional economic development services to the County. Also, the County and Chamber have determined that the Chamber and its Board of Directors have the experience and ability to provide the additional regional services of acquisition and development of industrial, commercial, business properties and facilities to house or otherwise provide for the needs of industry, commerce, business to promote industrial, commercial, and business expansion.
- E. Both parties recognize that economic development of the region, and the promoting of and assisting the growth and development of business concerns, including retail, commercial and industrial concerns, will increase employment and improve the region.
- F. The County desires to contract with the Chamber to provide industrial development and marketing services, as defined in Ark. Code Ann. 14-174-107.
- G. Pursuant to Arkansas law, it is necessary that a valid and enforceable contract for professional services be executed by and between the County and the Chamber; this Agreement clearly enumerates the professional services to be conducted by the Chamber for the benefit of the County; that it be clear from the terms of the Agreement that the County or the Chamber are taking no action that could be determined, or interpreted, as the County merely making a gift of said monies to the Chamber.
- H. Under the terms of this Agreement it is clear that the County shall receive unique, specialized and tangible benefits in the form of professional services rendered by the Chamber, which would not be received by the County without the benefit of this Agreement.

- I. To accomplish the foregoing, the parties desire to enter into this Agreement which shall authorize the Chamber to assist the County with local economic development in the county and surrounding area and to assist in the acquisition and development of industrial parks and facilities to house or otherwise provide for industrial, commercial, business and economic expansion.

**NOW, THEREFORE, IN CONSIDERATION OF THE SUBSTANTIAL AND DIRECT ECONOMIC BENEFITS AND THE MUTUAL PROMISES OF THE SUPPORT AND COOPERATION TO BE DERIVED HEREUNDER, THE PARTIES AGREE:**

**SECTION 1:**

- A. The term of this Agreement shall be one year, from January 1 through December 31, 2023.
- B. The County agrees to pay the Chamber a minimum of Twenty Thousand Dollars (\$20,000) for the period of the Agreement term, to be paid in quarterly payments, subject to the contingency hereinafter provided.
- C. The Chamber shall utilize such funds for general economic development of the area which includes, but is not limited to, industrial and business recruitment and location, improvement and expansion of industry currently located in or near the County, general improvement of business and economic conditions in the affected area, improvement and expansion of transportation and utility resources, development of legislative and gubernatorial relationships and contacts and all other functions that may be related to the expansion and development of the economy in or near the County.

**SECTION 2:** The Chamber shall provide the following services for the term of the Agreement:

- A. The Chamber shall establish and maintain personnel or engage professional services which:
  - (1) Utilize a knowledgeable professional or professional staff with demonstrated expertise in the field of economic development that shall work at the request of the Chamber within the scope and services as defined in this Agreement;
  - (2) Provide and maintain an office for economic and industrial development;
  - (3) Engage such other professionals and agreements for such other services as the Chamber in its discretion shall deem desirable to effectuate the County's economic development program upon approval from the County if paid by public funds;
  - (4) In all other respects, provide the County with professional economic and industrial development management expertise as defined in Ark. Code Ann. 14-174-107.
- B. Serve as a primary point of contact for economic development services for the County by functioning as a contact and liaison with organizations throughout the State of Arkansas and beyond, whose mission is the attraction or retention of commercial companies or industries to coordinate and promote the following:

- (1) Working with the Arkansas Economic Development Commission (AEDC), the International Economic Development Council (IEDC), Main Street Arkansas, Arkansas State Chamber of Commerce/AIA, Arkansas Economic Development & Chamber Executives (AEDCE), Northwest Arkansas Economic Development District (NWAEDD), Boone County Economic Development Corporation (BCEDC), North Arkansas College (NAC) and numerous other private or public agencies related to Economic Development on behalf of the County and region and provide updates and information on economic development and available grants, loans, funds, tax credits and other incentives from these types of programs and agencies;
  - (2) Establishing and maintaining a working relationship with local utilities, State Representatives and Senators, Arkansas' Congressional delegation, the AEDC, IEDC, State Chamber, AEDCE, NWAEDD, BCEDC and various other agencies and programs;
  - (3) Establishing and maintaining relationships with commercial real estate brokers;
  - (4) Seeking, discovering and endeavoring to attract new and expanding retail, commercial businesses and industries within the County and region to create jobs and investment for the benefit and economic development and improvement of the residents of the County;
  - (5) Identify industries and commercial businesses in the region that are eligible for local sales and use tax refunds and other incentives under the Jobs Creation by Stimulating Small Business Growth Act of 1985, Arkansas Economic Development Act of 1993, Arkansas Enterprise Zone Act of 1993, Major Industry Facilities Act, Arkansas Economic Development Act of 1995, Arkansas Workforce Investment Act, Arkansas Public Roads Improvements Credit Act, Nonprofit Incentive Act of 2005, Arkansas Amendment 82 Implementation Act, Biodiesel Incentive Act, Equity Investment Incentive Act of 2007, Incentives for Major Maintenance and Improvements Projects Act, New Market Jobs Act of 2013, Economic Investment Tax Credit Act and Consolidated Incentive Act of 2003 and provide the County with necessary business information for it to pass a resolution endorsing the applicant businesses' or industry's participation in the AEDC's sales and use tax refund program.
- C. Identify available industrial properties to be marketed to business, industrial or other economic development prospects by:
- (1) Actively marketing available industrial properties to prospective industry and consultants;
  - (2) Conducting site visits with potential industry recruits;
  - (3) Maintaining and establishing relationships with site selection consultants;
  - (4) Assist with the preparing and handling all scheduling of meetings and site visits;
  - (5) Establishing and maintaining a list of available properties and sites for business growth and development and industrial use;
  - (6) Identify available land for future industrial purposes;
  - (7) Identify and stay aware of available industrial buildings for future industrial purposes;
  - (8) Staying up to date with available incentives, rules, regulations, and policies affecting or impacting business or industrial attraction.
  - (9) Incorporate data for the Boone County region on the Chamber website and other

marketing materials; including brochures, emails, mailing, etc.;

- D. Maintain demographic information of the County and surrounding area with the information compiled to a chamber database:
- (1) Make the general database information file available to potential employers;
  - (2) Continually assess, identify and develop properties for future growth and development of the County,
  - (3) Develop, produce, print, publish and deliver specialized economic development marketing materials that market the Boone County area and maintain updated information within those materials;
  - (4) Create and maintain an attractive website that caters to existing and prospective business and industries;
  - (5) Develop, produce, prints, publish and deliver information packets to target commercial business and industries looking to expand or establish operation and maintain updated information within those packets as necessary.

**SECTION 3:** This Agreement does not evidence a partnership or joint venture between the Chamber and the County. The Chamber is an independent contractor to the County in connection with this Agreement. The officers and employees of the Chamber involved in the program of this Agreement shall not be considered for any purposes to be the officers of the County. The Chamber shall have no authority to bind the County absent the County's written consent. Except to the extent otherwise provided in this Agreement, the Chamber shall bear its own costs and expenses in pursuit thereof.

**SECTION 4:** It is agreed that the President/CEO of the Chamber will be only employed by and responsible to the Chamber.

**SECTION 5:**

- (A) The Chamber will present a quarterly verbal and written report to the County regarding its economic development activities, and other information requested by the County.
- (B) The Chamber shall account for all expenditures of public funds with proper receipts and records, which shall be submitted to the County for examination at any time upon request by the Judge or Chair of the Boone County Quorum Court Finance Committee.
- (C) No funds paid by the County shall be used directly or indirectly for lobbying, political activity, car allowances, country club memberships and dues, sporting events and activities and non-directly related business traveling expenses.

**SECTION 6:** The Chamber shall not discriminate against any employee or person served under this Agreement on account of race, color, sex, age, religion, ancestry, national origin, disability or marital status, or as otherwise prohibited by applicable law.

**SECTION 7:** The Chamber represents that it shall, as its sole cost and expense, comply with all applicable municipal, county, state and federal requirements now in force pertaining to any and all activities contemplated under this Agreement including any legal limitation placed upon the Chamber as a result of the source of funds received by the Chamber under this Agreement.

**SECTION 8:** The Chamber represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights or benefits hereunder.

**SECTION 9:** The Chamber will remain an Arkansas non-profit corporation answerable to its Board of Directors and shall not be, or construed to be, a part of the County, but only to provide services on behalf of the County as listed in this Agreement.

**SECTION 10:** Any requests by the County to pursue a specific economic development goal with the use of public funds shall not preclude the Chamber from pursuing other economic development goals decided by its Board of Directors when using private funding from private contributions.

**SECTION 11:** The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

**SECTION 12:** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties here to and their respective successors and assigns, any rights or remedies under or by reason of this Agreement and, in particular, no employee, vendor, supplier, or other person contracting with the Chamber shall have any right by virtue of this Agreement or otherwise to seek payment or compensation from the County for goods delivered or services rendered to the Chamber.

ENTERED into the date stated above by the parties; respective duly authorized officers.



Judge, Boone County Arkansas  
100 N. Main Street  
Harrison, AR 72601



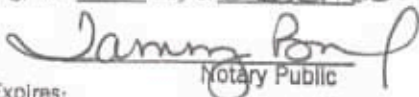
President/CEO, Harrison Regional  
Chamber of Commerce  
621 E. Rush  
Harrison, AR 72601

Attest:

Attest:

STATE OF ARKANSAS  
COUNTY OF BOONE

Subscribed and sworn before me, a Notary Public,  
within and for the county and state aforesaid, duly  
qualified and acting, this 21 day of December  
2022

  
Notary Public

My Commission Expires:

2-14-2027



- (δ) The beginning fund balance in a capital improvement fund that is available for appropriation to capital improvement projects at the discretion of the governing body of the municipality or county by ordinance or resolution.

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#### 2020 Arkansas Code

#### Title 14 - Local Government

#### Subtitle 10 - Economic Development And Tourism Generally

#### Chapter 176 - Local Job Creation, Job Expansion, and Economic Development Act of 2017

#### § 14-176-104. Economic development projects — Controls, restrictions, prohibitions, and recapture

**Universal Citation:** AR Code § 14-176-104 (2020)

##### 1. (a)

- (1) Before entering into a contract for an economic development project, the governing body shall review and approve an economic impact and cost-benefit analysis of the economic development project.
- (2) The economic impact and cost-benefit analysis under subdivision (a)(1) of this section may be paid for by the governing body.
- (3) The requirement for an economic impact and cost-benefit analysis under subdivision (a)(1) of this section does not apply to an economic development project in which the total appropriation does not exceed one hundred thousand dollars (\$100,000).

##### 1. (b) Economic development project contracts shall:

- (1) Be approved by the governing body in ordinance or resolution form after following applicable bidding, procurement, and professional services procedures in accordance with state law or local ordinance;
- (2) Be memorialized in writing;
- (3) Not exceed one (1) year in length unless there is a public finding by the governing body that multiple years are necessary for the success of the economic development project and that multiple years are both lawful and a matter of public benefit;
- (4) Not be renewed automatically without a vote of the governing body;
- (5) State a proper public purpose, such as the creation of new jobs, job retention, or the expansion of the tax base by construction or improvements to real property;
- (6) Articulate specific criteria to measure the progress toward, or achievement of, the proper public purpose; and
- (7) Contain a recapture provision, including without limitation:
  - (A) A specific time frame in which the recipient of the funding shall provide a written financial accounting to the chief executive and governing body of the use of the moneys with documentation generally acceptable to Arkansas Legislative Audit's requirements and a report detailing the recipient's progress toward, or achievement of, the specific criteria in the economic development project contract;
  - (B) A specific time frame in which the governing body may formally demand by resolution the refunding of the moneys by the recipient upon the governing body's decision that the reporting in subdivision (b)(7)(A) of this section was insufficient and without merit or that the agreed-upon progress or criteria has not been made or achieved in a timely manner as provided for in the economic development project contract; and
  - (C) If the moneys are not returned when demand is made by the municipality or county, the governing body may authorize a cause of action to recapture the moneys in the circuit court of the county with proper jurisdiction and venue.

##### 1. (c)

- (1) The following are exempt from the Freedom of Information Act of 1967, § 25-19-101 et seq., as related to economic development projects:
  - (A) Files and materials that if disclosed would give advantage to the competitors or bidders; and
  - (B) Records maintained by the municipality or county related to an economic development project's:
    - (i) Planning;
    - (ii) Site location;
    - (iii) Expansion;
    - (iv) Operations; or
    - (v) Product development and marketing.
- (2)
  - (A) However, quarterly reports shall be provided to the governing body by parties to the economic development project contract and shall be available to the public.
  - (B) The reports shall include a statement of the specific items contained in the economic development project contract and articulation of compliance as to each of those items.

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#### 2020 Arkansas Code

#### Title 14 - Local Government

#### Subtitle 10 - Economic Development And Tourism Generally

#### Chapter 176 - Local Job Creation, Job Expansion, and Economic Development Act of 2017

#### § 14-176-105. Economic development services — Controls, restrictions, and prohibitions

**Universal Citation:** AR Code § 14-176-105 (2020)

##### • (a) Economic development service contracts shall:

- (1) Be approved by the governing body in ordinance or resolution form after following applicable bidding, procurement, and professional services procedures in accordance with state law or local ordinance;
  - (2) Be recorded in writing;
  - (3) Not exceed one (1) year in length unless there is a public finding by the governing body that multiple years are necessary for the success of the economic development service and that multiple years are both lawful and a matter of public benefit;
  - (4) Not be renewed automatically without a vote of the governing body;
  - (5) State a proper public purpose, such as the creation of new jobs, job retention, or the expansion of the tax base by construction or improvements to real property; and
  - (6) Articulate specific criteria to measure the progress toward, or achievement of, the proper public purpose.
- ##### • (b)
- (1) The following are exempt from the Freedom of Information Act of 1967, § 25-19-101 et seq., as related to economic development services:
    - (A) Files and materials that if disclosed would give advantage to the competitors or bidders; and
    - (B) Records maintained by an economic development service provider for a municipality or county related to any economic development project.