

**PERSONNEL AND ADMINISTRATIVE
SERVICES CONTRACT
TERMS AND CONDITIONS**

This Contract made on this, 3rd day of January 2022 is entered into by and between the Economic Development Corporation of Clark County (hereinafter called the EDCCC), and the Arkadelphia Regional Economic Development Alliance (hereinafter called ALLIANCE).

WITNESSETH:

WHEREAS, the EDCCC is a public not-for-profit corporation formed pursuant to Act 1147 of 1993 and Act 1372 of 2005, for the purpose of and with the objective to carry out industrial and economic development in Clark County, Arkansas;

WHEREAS, pursuant to A.C.A. §§ 14-175-111 and 14-175-112, the EDCCC may contract with private enterprises, to further its purpose and objective to carry out industrial and economic development programs and to pay administrative costs incurred from the same;

WHEREAS, the ALLIANCE is a private not-for-profit corporation who provides personnel and administrative services to enterprises similar to the EDCCC;

WHEREAS, the EDCCC has determined that it is necessary to enter into a contract with the ALLIANCE for personnel and administrative services, and that such contract will provide a reasonable and proper public purpose;

WHEREAS, the parties agree that this contract shall not be construed so as to allow the EDCCC to appropriate, and the ALLIANCE to receive, any monies inconsistent with that allowed by Act 1372 of 2005 and A.C.A § 14-175-101, *et seq.*

NOW THEREFORE, for the good and valuable consideration described below, the receipt of which is hereby acknowledged, the EDCCC and the ALLIANCE do mutually agree to the following:

**ARTICLE I
RESPONSIBILITY OF THE ALLIANCE**

The ALLIANCE shall provide the following personnel and administrative services in the performance of this Contract:

1. Provide and pay for sufficient office space, equipment, and supplies for the EDCCC, which shall include, but shall not be limited to, a telephone, fax, and computer, as well as paper, postage, and office utility expense.

2. Provide and pay professional personnel who shall promote economic and industrial development consistent with the EDCCC's objectives as well as local, state, and federal law.
3. Retain full authority over all personnel tasked with performing the administrative functions of the EDCCC.
4. Provide and pay for all promotional material.
5. Work closely with the EDCCC's Board of Directors.
6. Provide, arrange for, and schedule appropriate training and education for the EDCCC Board Members and ALLIANCE personnel.
7. Assist in the EDCCC's implementation of strategies for economic and industrial development in and around Clark County, Arkansas.
8. Coordinate economic and industrial development efforts among the participating organizations or enterprises of the ALLIANCE.
9. Provide monthly (or as requested) reports of the ALLIANCE activities and programs promoting potential and actual economic and industrial development.
10. Provide annual report(s) to the EDCCC which illustrates the activities of the ALLIANCE and the current financial status of the ALLIANCE.
11. Allow the EDCCC's Executive Committee to serve as Directors of the ALLIANCE during the term of this contract.
12. Perform all other necessary personnel or administrative services for the EDCCC.

ARTICLE II RESPONSIBILITY OF THE EDCCC

The EDCCC shall provide the following in the performance of this Contract:

1. Commit to and conduct itself with a willingness to work with residents of Clark County to achieve the purpose of economic and industrial development and to provide technical assistance as needed.
2. Assume responsibility for assisting the ALLIANCE insofar as possible for the purpose of efficiency and the promotion of the conditions necessary for economic and industrial development (nothing herein shall be construed as relieving the ALLIANCE of its responsibility to provide the services described in this Contract);
3. Pay to the ALLIANCE the sums set forth in Article III of this Contract in the means

and manner therein indicated.

4. Allow the ALLIANCE to handle all the personnel and administrative services and obligations of the EDCCC, including but not limited to the designation and compensation of professional personnel to perform necessary administrative functions of the EDCCC.
5. Perform and fulfill all duties and obligations imposed by the Public Corporations for Arkansas Development Act, Act 1372 of 2005, A.C.A § 14-175-101, *et seq.*, and the EDCCC's Articles of incorporation and By-Laws; and
6. Other responsibilities as applicable.

ARTICLE III PAYMENT TERMS AND CONDITIONS

For the personnel and administrative services as outlined in ARTICLE I of this Contract, and subject to the terms and conditions of this ARTICLE III, the ALLIANCE shall receive a fee not to exceed 25 % of net sales tax received by EDCCC per year.

1. The EDCCC shall pay to the ALLIANCE the sum of 25% of net sales tax received per month on or before the 5th day of each month;
2. The ALLIANCE shall submit invoices to the EDCCC on or before the last day of each month which shall identify all monthly expenditures; and
3. The EDCCC shall not appropriate, and the ALLIANCE shall not use such funds inconsistent with the duties described in ARTICLE I of this Contract.

ARTICLE IV EFFECTIVE DATE, TERM, AND TERMINATION

A. Effective Date and Term.

1. This Contract shall become effective on the date of the last required signature below, and shall remain in effect for a term of one year.
2. This Contract shall renew automatically thereafter for an annual term(s), unless either party shall provide notice of the intention to not renew.
3. Said notice shall be provided not less than thirty (30) days prior to last day of the term of the Contract.

B. Termination.

1. If through any cause, one party shall fail to fulfill its obligations under this

Contract in a timely and proper manner, or if one party shall substantially violate one of the covenants, agreements or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract.

2. Termination shall be made by providing the other party sixty (60) days written notice of said intention, along with a citation as to the specific cause(s) for termination.
3. Within the 60-day period, the ALLIANCE shall furnish the EDCCC with written documentation, satisfactory to the EDCCC, that the conditions of the Contract are being fulfilled and that all the objections raised by the EDCCC under this section have been rectified.
4. If the ALLIANCE fails to furnish satisfactory documentation of fulfillment of the conditions as set forth in the preceding paragraphs, the EDCCC shall send a Letter of Termination, notifying ALLIANCE that it shall incur no new obligations after receipt of the Letter of Termination.
5. Ten (10) days after receipt of the Letter of Termination, the ALLIANCE shall submit an accounting acceptable to the EDCCC of all outstanding obligations.
6. In the event of termination, the ALLIANCE shall be compensated by payment of an amount equal to the effort of ALLIANCE as of the date of termination.
7. The ALLIANCE shall assign to the EDCCC its right to payment in all obligations provided by this Agreement outstanding at the time of the receipt of the Letter of Termination.
8. In the event of the following, this Contract shall automatically terminate without necessity of the obligations set forth in ARTICLE IV, Paragraph B I though 7:
 - a. Any violation of any federal or state law, or county or city ordinance, or
 - b. The EDCCC's failure to receive funding from sales tax revenue which currently funds the EDCCC.

ARTICLE IV MISCELLANEOUS

This Contract is subject to the following provisions:

A) Amendments

This Contract may be amended provided such amendment is agreed to in writing by all signatories hereto.

B) Personnel

All the services required hereunder will be performed by the ALLIANCE or under its

supervision as approved under Article I, and all personnel engaged in the work shall be authorized or permitted under state and local law to perform such services.

C) Assurances and Compliances

The ALLIANCE shall comply with all federal and state laws, as well as any county or city ordinance.

D) Interest of Parties

No officer, member, or employee of the EDCCC or ALLIANCE, its designees or agents and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

E) Assignability

The ALLIANCE shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without written approval of the EDCCC, provided, however, that claims for money due or to become due to the ALLIANCE from the EDCCC under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly.

F) Governing Law

Unless otherwise specified, this Contract shall be covered by the laws of Arkansas, and the legal requirements incumbent upon the parties of this Contract as a result of the EDCCC's utilization of funds within this Contract provided by the State.

G) Extent of Contract and Severability

This Contract represents the entire and integrated Contract between the EDCCC and ALLIANCE and supersedes all prior negotiations, representations or Agreements, either written or oral. This Contract may be amended only by written instrument signed by both the ALLIANCE and the EDCCC. If it shall be determined that any portion of this Contract is unlawful or unenforceable, the parties agree that the remaining portions of the Contract shall continue to be given full force and effect, until terminated by either party.

H) Independent Contractor

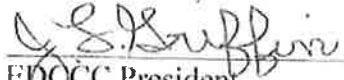
The parties agree that the ALLIANCE shall be deemed to be an independent contractor and the EDCCC does not and will not assume any responsibility for the acts of ALLIANCE's employees or agents. EDCCC has no financial interest or ownership in the business of the ALLIANCE and shall not be liable for any debts or obligations incurred by the ALLIANCE, nor shall the EDCCC be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the ALLIANCE. The ALLIANCE shall not use the name or credit of the EDCCC, or Clark County, in any financing or

purchasing equipment, supplies or other items.

I) Board Representation

As further consideration for this Agreement, the parties agree that the voting Board Members of the EDCCC shall serve on the Board of ALLIANCE during the course of this Agreement.

APPROVED and AGREED, this 3rd day of January 2022.


EDCCC President


ALLIANCE Board Chair

**Updated January 2022 based on vote of EDCCC and agreement of ALLIANCE to reduce monthly payment to ALLIANCE to 25% of monthly net sales tax revenue.*