

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

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

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

**WHEREAS**, Startup Junkie Consulting has been selected to perform Economic Development Consulting Services for the City of Fayetteville utilizing the competitive Request for Proposal selection process (via RFP 16-06, Economic Development Consulting Services – Entrepreneurship and Innovation), and;

**WHEREAS**, the City Council of Fayetteville, Arkansas and Startup Junkie Consulting wish to extend the contract for Economic Development Consulting Services an additional two years as provided in RFP 16-06 and the original contract approved by Resolution No. 184-16.

**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 Startup Junkie Consulting located at 1 # Center Street, Suite 270, 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 Startup Junkie Consulting. 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 Startup Junkie Consulting, 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 Startup Junkie Consulting 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 Startup Junkie Consulting; however, any changes affecting price shall have prior approval by both Startup Junkie Consulting and the Fayetteville City Council. In the event Exhibit A is revised and the price is not modified, such revised document shall be provided to the City Council at the next regularly scheduled update.*

5. **Services to be Provided:** During the terms of this Agreement, Startup Junkie Consulting shall:

- Serve as the first point of contact for economic development services as the City's contractor for Entrepreneurship and Innovation services;
- Maintain clear and open communication with the City on all economic development services and activities provided under the scope of this contract; and clearly articulate when communicating on behalf of Startup Junkie Consulting versus City-contracted initiatives to create clear accountability;
- Provide all deliverables and performance measures outlined in the attached Exhibit A.

6. **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 month in the amount of \$12,500 per month. Total fees for consultation services shall not exceed \$300,000, from the date of contract. Startup Junkie Consulting 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.

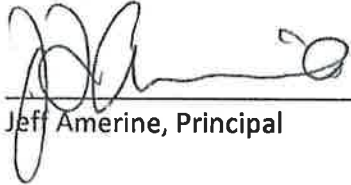
7. **Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax (receipt confirmed), or overnight courier.
8. **Applicable Law:** This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas.
9. **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.
10. **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.
11. **Performance Measures:** Startup Junkie Consulting 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.
12. **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. Startup Junkie Consulting Principal 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, Startup Junkie Consulting Principal 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.
13. **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 Startup Junkie Consulting 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.

**Startup Junkie Consulting**

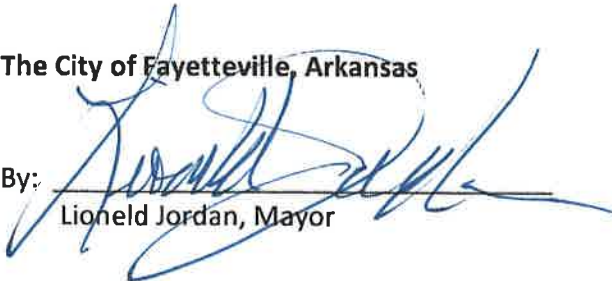
By:   
Jeff Amerine, Principal

Date: 11/20/18

Witness: Halley Allgood

Date: 11/20/18

**The City of Fayetteville, Arkansas**

By:   
Lioneld Jordan, Mayor

Date: 12-21-18

Attest:

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

Date: 12-21-18



## Exhibit "A"

### Contract for Economic Development Services-

#### Entrepreneurship & Innovation

#### REVISED Schedule of Deliverables and Performance Measures

As outlined herein, Startup Junkie Consulting shall provide the following services, more generally referred to as Entrepreneurship & Innovation economic development services:

- One.** Support and develop a collaborative entrepreneurial/innovative environment
- Two.** Increase high-tech job growth and University partnerships
- Three.** Create innovative spaces and programs to support entrepreneurs
- Four.** Expand and enhance Workforce Development, Attraction, and Retention through entrepreneurship education opportunities at all levels.
- Five.** Support, Foster, and Expand entrepreneurship through retail and restaurant development
- Six.** Collaborate with the City for communication to the public
- Seven.** Report Outcomes

#### One: Support and develop a collaborative entrepreneurial/innovation environment

1. *Serve as a direct point of contact for entrepreneurship/innovation and startup efforts.*
  - a. Coordinate with all entities involved in entrepreneurial efforts in the City of Fayetteville and serve as the point person in addressing any city-related processes that impact entrepreneurs.
  - b. Dedicate one full-time employee to work with the Department of Economic Vitality on realizing the objectives and measures outlined in the contract.
  - c. Maintain a bright line of communication with the City's Economic Development team to maintain accountability and address issues as they arise.
  - d. Demonstrate efforts to acquire and track the following performance metrics:
    - i. Outputs:
      1. Number of Fayetteville entrepreneurs served through 1 on 1 consulting, mentoring, and assistance engagements;
      2. Number of women, minority, and veterans served in Fayetteville;
      3. Number of events, programs, and workshops held in Fayetteville;
    - ii. Outcomes:
      1. Net new jobs created in Fayetteville;
      2. Capital raised for Fayetteville entrepreneurs;

3. Grants and State and Federal funding raised and secured by Fayetteville ventures;
  4. New products, services, and solutions brought to market by Fayetteville entrepreneurs;
  5. Number of patents and patent applications by Fayetteville entrepreneurs;
  6. Number of SBIR, NSF and STTR applications filed for Fayetteville entrepreneurs;
  7. Number of retail, restaurant, and accommodation startups assisted in Fayetteville;
  8. Number of startups and investments made in Fayetteville's Opportunity Zones.
2. *Assist the City in managing and staffing the Fayetteville Innovation Council.* Focused on creating a collaborative environment that addresses the needs and challenges of entrepreneurs and innovators in Fayetteville, this group should be comprised of successful entrepreneurs or representatives of a broad cross-section of startups based in Fayetteville, including the University of Arkansas.
  3. *Online Directory.* Maintain the online directory of the startup community, accessible from the City's Economic Development web site, with hotlinks to notable successes and best practices, entrepreneurial initiatives, calendar of meet-ups, events and educational and mentoring opportunities, technology support networks, etc.
  4. *Start-up/Entrepreneurial Business Retention and Expansion.* In order to promote a welcoming and sustainable environment for entrepreneurship, implement a business retention and expansion program for startups.
    - a. The city expects top 25 fastest growing Fayetteville startups to be visited annually. Through 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.
    - b. Business needs or challenges that are identified during the visit and or survey shall be reported to the Director of Economic Vitality immediately.

**Two: Increase High-Tech Job Growth and University (and beyond) Commercialization**

1. *Maintain a close working relationship with the Arkansas Research and Technology Park (ARTP) executive staff.* The contractor's relationship with the ARTP shall be a strong working relationship, with a clear understanding of their direction, opportunities and constraints related to funding, space needs, physical infrastructure limitations, and how the City might assist. Regular meetings to discuss both formal topics for consideration and informal ideas are critical to maintaining the working relationship.

2. *Partner with the University and others to further address capital needs.* Working closely with the University, ARTP, City and others, Startup Junkie Consulting shall regularly inventory capital needs and map out potential resources to meet those needs, over the course of time giving specific time parameters for each action step.
3. *Promote and facilitate utilization of the Small Business Innovation Research, National Science Foundation, and the Small Business Technology Transfer Programs.* Work closely with the University of Arkansas and relevant small businesses to apply and obtain SBIR and STTR funding.

**Three: Create innovative spaces and programs to support entrepreneurs**

1. *Create and provide collaboration space.* Clustering the physical spaces in which entrepreneurs can collaborate is one way to encourage idea generation, maturation and sharing of resources. Startup Junkie Consulting will provide collaboration space free to the public in the form of Centerspace, in the Fayetteville Innovation District, currently located on the 2<sup>nd</sup> floor of the Pryor Center in Suite 270.
  - a. In addition to maintaining the existing Centerspace free and open to the public, Startup Junkie Consulting will maintain an inventory of additional shared space opportunities for entrepreneurs, innovators, inventors and creatives throughout the City.
2. *Entrepreneurial Programing.* Continue to provide a wide range of entrepreneurial programing through a wide range of events that educate entrepreneurs and inspire residents to start their own ventures. Examples include E-Teen Ventures, Venture Mashup, Coffee+E, Idea Fame Pitch competitions, and others.
  - a. In addition to rotating regional events, Startup Junkie shall host the Startup Crawl in Fayetteville annually, working to enhance and evolve the premier event to ensure its continued growth and participation.
3. *Support maker space and robotics training center development.* Support a maker space and robotics training center development already occurring in the downtown and explore other relationships to link interested users of the space and related programs to make it a successful venture.



**Four: Expand and enhance Workforce Development, Attraction, and Retention through Entrepreneurship Education Opportunities at all levels**

1. *Understand existing small business and targeted business sector needs.* Review and participate in workforce analysis studies done for the region and locally to gain an understanding of the workforce availability related to the occupations required of the targeted business sectors, potentially partnering with the NWA Council and the Department of Economic Vitality on this initiative. Care should be taken to not duplicate efforts already underway.
2. *Develop and Deploy pathways to prosperity through entrepreneurship.* Work with the Department of Economic Vitality, non-profits, and other relevant organizations to promote entrepreneurship as a pathway to prosperity for disadvantage populations and populations with barriers. Explore the creation of a program to equip disadvantaged residents with the knowledge and skills needed to achieve meaningful employment at a living wage through the creation of their own business or venture.
3. *Ensure workforce and training needs can be met.* Develop and lead programs that enrich talent development, starting at the youngest ages, as a key part of workforce development. Focus on diversity of population in all aspects of entrepreneurship. Continue to lead youth entrepreneurship programs such as E-Teen Ventures and AR Girls Code. Support efforts such as AR Code Festival, NWA Startup Weekend, Congressional App Challenge, Dream B.I.G. and Lemonade Day of Northwest Arkansas.
4. *Millennial advisory panel.* Work with the City to manage the millennial advisory panel that recommends policies, education and development practices that provide the best quality of life amenities and environment for this diverse population. Promote, foster, and seek development opportunities that help create an environment and amenities that attract the new millennial worker and/or business owners.

**Five: Support, Foster, and Expand Entrepreneurship through Retail and Restaurant development**

1. *Support and development burgeoning local craft beverage and artisan food business plans.* Identify and work to expand efforts to ensure high value artisan food and craft beverage companies flourish in Fayetteville, particularly where there is growth opportunity in the market. Work with the Northwest Arkansas Council, the Fayetteville Visitors Bureau, Brightwater, and the U of A Food Innovation Center and other parties to

ensure the artisan food and beverage industry is supported and that any challenges to existing companies in Northwest Arkansas are identified and addressed.

2. *Support and curate small retail and restaurant-oriented businesses.* Fayetteville is known for its robust collection of small businesses located throughout the City. These businesses provide unique experiential retail experiences to residents and visitors alike. Work with the Department of Economic Vitality to expand the City of Fayetteville's retail base through educational programs and targeted placement of small businesses throughout the City.
  - a. Explore experiential small business opportunities such as trail-oriented development and other unique ventures which activate spaces throughout the City in coordination with the City's growth concept map.
  - b. Identify unique opportunities for small businesses that are currently not active in Fayetteville, that add to the outstanding quality of life Fayetteville is known for, update the Department of Economic Vitality on those opportunities regularly and work to recruit and development them in the City of Fayetteville
  - c. Attract and pursue existing small businesses not located in Fayetteville who may be expanding and work to place those expansions to Fayetteville. This may include small businesses currently operating in the region, or other surrounding metro-areas.

#### **Six: 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. Collaborate with and assist the Department of Economic Vitality on the development of a place-based marketing campaign which highlights the entrepreneurial ecosystem of Fayetteville, celebrates successful startups, and brings awareness to other assets within Fayetteville important to the startup community.
3. Communications from Startup Junking Consulting related to economic development initiatives within the scope of this contract, major decisions and/or development matters, and public-facing activities should be coordinated with the Mayor's office or his assigned staff. This includes statements at City Council meetings, Agenda Sessions,

public presentations, press conferences, etc. Updates to the City Council will be given in June and December of each calendar year.

**Seven: 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 Startup Junkie Consulting (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. Startup Junkie Consulting will be expected to attend quarterly "collaboration meetings" with the City of Fayetteville and the Fayetteville Chamber of Commerce. Startup Junkie Consulting will attend weekly conference calls with the Director of Economic Vitality.
2. Startup Junkie Consulting 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.
3. A schedule for completion of outlined performance measures and a monthly status report shall be submitted for each month of the contract, delivered during regular monthly meetings with the City's internal team.