

AGREEMENT TO UPDATE DOWNTOWN ACTION AGENDA

This Agreement is made by and between HyettPalma (“HP”) and the City of Jonesboro (“City”), on this 1st day of April, 2013 (the “Effective Date”).

WHEREAS, HP is a New York firm which performs economic development consulting, training and publishing; and

WHEREAS, HP and the City desire to enter into this agreement for services relating to updating the Downtown Action Agenda;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Scope of Services to be performed by HP

- 1) Prepare a Start-Up Kit and send out to the community.
- 2) Review/Analyze information prepared by community, as per Start-Up Kit, and set final agenda for update and on-site visit.
- 3) On-site visit to include the following:
 - a. Conduct Board Retreat with Downtown group(s)
 - b. Hold a meeting with Mayor and City Council
 - c. Hold a town meeting to engage the community
 - d. Conduct a downtown customer focus group
 - e. Conduct a downtown employee focus group
 - f. Conduct a downtown business owner group discussion
 - g. Hold a work session with City department heads
 - h. Hold a work session with downtown related organizations
 - i. Prepare field work to review accomplishments and identified concerns
 - j. Hold an exit meeting with City to discuss preliminary recommendations
- 4) Analyze the results of the site visit.
- 5) Write the Downtown Action Agenda 2013.
- 6) Deliver a hard copy of the Downtown Jonesboro Action Agenda 2013 to the City.
- 7) Deliver a PDF of the Downtown Action Agenda 2013 to the City.
- 8) All listed services shall be completed no later than three (3) months from the date of this Agreement.

II. Obligations of CITY

- 1) Pay to HP the amount of \$27,500 for the above listed services. Said amount shall be paid with an initial deposit of 60% of the fee, equal to \$16,500 upon approval of this agreement, and shall be followed by a payment of the remainder of the agreement, \$11,000, upon completion of the project and receipt of all deliverables.

III. Assignability and Exclusivity

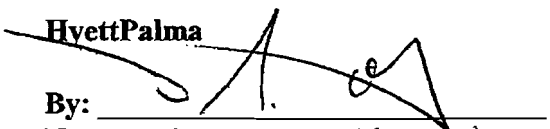
This Agreement is with HP only and may not be assigned in whole or in part by HP to any other person or entity.

IV. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.
- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

~~HyettPalma~~

By: 
Name: Doyle G. Hyett
Title: Chairman
Date: 5/1/13