



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Agenda - Monday, April 17, 2023 - 6:00 PM

Call to Order

Roll Call

Invocation given by Director Jeff Hart

Pledge of Allegiance led by City Clerk Heather Soyars

CITIZEN COMMUNICATION

A limit of five (5) minutes per person is allotted for citizens to express their concerns to the Board of Directors, with a maximum of fifty (50) minutes reserved for Citizens Communication. The Board of Directors cannot respond to citizens' concerns during this time.

Please fill out a Citizen Communication Card with your name and contact information for the City Clerk's records.

CONSENT

1. Approval of the minutes of the regular meeting April 3, 2023. (CCD) City Clerk Heather Soyars
2. Adopt a Resolution approving the reimbursement of \$18,140.70 Texarkana Regional Airport from American Rescue Act Funds. (FIN) Acting City Manager/Finance Director TyRhonda Henderson
3. Adopt a Resolution to accept a reimbursable, non-matching Certified Local Government grant to conduct a window restoration workshop. (PWD-Planning) City Planner Mary Beck
4. Adopt a Resolution authorizing the Acting City Manager to enter into a contract for the U of A Way Sewer Extension Project. (TWU) Executive Director Gary Smith

REGULAR

5. Adopt a Resolution to purchase nine (9) 2023 Ford Police Vehicles from McLarty Ford. (TAPD) Assistant Chief Bobby Jordan
6. Adopt a Resolution approving the salary of the Acting City Manager effective from the date of appointment, April 3, 2023. (BOD)

7. Adopt a Resolution to approve a contribution of \$200,000 to the City of Texarkana, Texas, for the purchase of Union Station as part of the Texarkana Union Station redevelopment project. (FIN) Acting City Manager/Finance Director TyRhonda Henderson
8. Adopt an Ordinance waiving competitive bidding and authorizing the Acting City Manager to enter into agreements with Harris Systems USA, Inc., for software licenses, services, and support related to the CitySuite accounting and human resource management software, hosting, and additional years of conversion. (FIN) Acting City Manager/Finance Director TyRhonda Henderson

An emergency clause is requested. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the Board. (Hdbk. Const. Amend 7)

BOARD OF DIRECTORS' COMMENTARY

NEXT MEETING DATE: Monday, May 1, 2023

ADJOURN

2023 City Calendar

Gateway Farmers Market Spring Tailgates & Tables - Saturday, April 22nd - 8AM - 2PM
OMG Food Festival - Saturday, April 22nd - 11AM - 8PM
Gateway Farmers Market Opening - Saturday, May 6th - 7AM - Noon
Four States Auto Museum Spring Car Show - May 6th - 8AM - 4PM
Cinco De Mayo - Saturday, May 6th - 4PM - 2AM
Gateway Farmers Market First Responders Day - Saturday, May 20th - 7AM - Noon
Be Like CJ 5K - Saturday, May 20th - 7:30AM - 10:30PM
Gateway Farmers Market Grand Opening - Saturday, June 17th - 7AM - Noon
Sesquicentennial Ball – July 8th
Gateway Farmers Market National Farmers Market Week - Saturday, July 15th - 7AM - Noon
Gateway Farmers Market Salsa Contest - Saturday, August 5th - 7AM - Noon
Gateway Farmers Market Fall Tailgates & Tables - Saturday, September 16th - 8AM - 2PM
Gateway Farmers Market Holiday Market - Saturday, November 18th - 10AM - 2PM
Founders' Week Celebration – December 4th – 10th

Texarkana Rec Center Calendar

Ageless Grace - Mondays – 2PM – 3PM
Gym Open - Mondays, Wednesdays & Fridays – 8AM - 7PM & Saturdays - 8AM – Noon
Dance Fitness - Tuesdays - 6PM & Saturdays - 11AM



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting April 3, 2023. (CCD) City Clerk Heather Soyars
AGENDA DATE:	April 17, 2023
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
DEPARTMENT:	City Clerk Department
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Approval of meeting minutes.
EMERGENCY CLAUSE:	N/A
SUMMARY:	Approval of meeting minutes
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Clerk recommends Board approval.
EXHIBITS:	Meeting minutes.



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Minutes - Monday, April 03, 2023 - 6:00 PM

Mayor Allen Brown called the meeting to order at 6:00 PM.

PRESENT: Mayor Allen Brown, Assistant Mayor Ward 1 Terry Roberts, Ward 2 Director Laney Harris, Ward 3 Director Stephen Hollibush, Ward 4 Director Ulysses Brewer, Ward 5 Director Danny Jewell, and Ward 6 Director Jeff Hart.

ALSO PRESENT: City Attorney Joshua Potter, City Clerk Heather Soyars, and Deputy City Clerk Jenny Narens.

Invocation given by Director Danny Jewell.

Pledge of Allegiance given by Bi-State Justice Building Manager Kristine Barron.

CITIZEN COMMUNICATION

No one came forward.

PRESENTATION(S)

1. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (ADMIN)

Amie Moulton	TWU	5 Years
Gary Howard	TWU	5 Years
Darrell Banks	TWU	5 Years
Kyle Sharp	TWU	10 Years
Richard Walker	TWU	25 Years
Christopher Gore	TAFD	5 Years
Ruston Ueckert	TAFD	20 Years
Charles Smith	TAFD	25 Years
Claudia Phelps	TAPD	20 Years
Steven Mitchell	TAPD	20 Years
Les Munn	TAPD	20 Years
David Cornelius	PWD	30 Years

2. Proclamation presented to Central Records and Communications (CRC) Commander Wendy Herring for Dispatcher's Appreciation Week.

REGULAR I

3. Resolution No. 2023-23 allowed the Board of Directors to consider interim candidates either employed or not employed by the City of Texarkana, Arkansas, as Acting City Manager. (BOD)

After a brief discussion, the motion to adopt the resolution made by Director Jewell, Seconded by Director Hart.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the Mayor declared the resolution adopted.

EXECUTIVE SESSION I

The Board of Directors entered Executive Session I at 6:19 PM.

The Mayor reconvened the meeting at 6:24 PM, and the following action was taken:

4. Adopt a Resolution appointing an Acting City Manager. (BOD)

Motion to appoint TyRhonda Henderson as Acting City Manager made by Director Hollibush, Seconded by Director Brewer.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the Mayor declared TyRhonda Henderson as Acting City Manager.

***Prepared resolution was not read into the record. ***

CONSENT

Director Hart made the motion to adopt the Consent agenda, Seconded by Director Brewer. The motion carried and the following items were approved:

5. Approval of the minutes of the regular meeting March 20, 2023. (CCD) City Clerk Heather Soyars

REGULAR II

6. Resolution No. 2023-24 expressed the willingness of the City of Texarkana, Arkansas to utilize state aid street monies for the Euclid Street overlay project. (PWD) Public Works Director Tyler Richards

After a brief discussion, the motion to adopt the resolution made by Director Hart, Seconded by Director Brewer.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the Mayor declared the resolution adopted.

7. Resolution No. 2023-25 accepted the 2022 audit engagement letter prepared by the accounting firm FORVIS, LLP. (FIN) Finance Director TyRhonda Henderson

After a brief discussion, the motion to adopt the resolution made by Director Hart, Seconded by Director Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

Voting Nay: Director Harris

The motion carried 6-1 and the Mayor declared the resolution adopted.

8. Resolution No. 2023-26 authorized the Acting City Manager to enter into a contract with Contech Contractors Inc., for the rehabilitation of Building #3. (ACAC) Animal Care and Adoption Center Director Lenor Teague

After a brief discussion, the motion to adopt the resolution made by Director Hart, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the Mayor declared the resolution adopted.

9. Ordinance No. 13-2023 renamed a section of Preston Street east of Interstate 49, to Magee Drive. (Ward 3) (PWD-Planning) City Planner Mary Beck

After a brief discussion, the motion to suspend the rules and place the ordinance on its first reading in abbreviated form made by Director Hollibush, Seconded by Assistant Mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the ordinance was read the first time in abbreviated form.

Motion to suspend the rules and place the ordinance on its second reading in abbreviated form made by Director Harris, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the ordinance was read the second time in abbreviated form.

Motion to suspend the rules and place the ordinance on its third and final reading in abbreviated form made by Director Brewer, Seconded by Assistant Mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the ordinance was read the third time in abbreviated form.

Motion to adopt the ordinance made by Director Hollibush, Seconded by Assistant Mayor Roberts.

Mayor Brown asked if anyone would like to speak for or against this ordinance.

No one came forward.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the Mayor declared the ordinance adopted.

10. Ordinance No. 14-2023 rezoned a tract of land located at 5301 Sanderson Lane in Ward 6 from C-3 Open-display commercial zoning to R-4 Medium density residential in order to build a single-family dwelling (Beed). (PWD-Planning) City Planner Mary Beck

After a brief discussion, the motion to suspend the rules and place the ordinance on its first reading in abbreviated form made by Director Brewer, Seconded by Assistant Mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the ordinance was read the first time in abbreviated form.

Motion to suspend the rules and place the ordinance on its second reading in abbreviated form made by Director Hollibush, Seconded by Director Harris.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Hart.

Voting Nay: Director Jewell.

The motion carried 6-1 and the ordinance was read the second time in abbreviated form.

Motion to suspend the rules and place the ordinance on its third and final reading in abbreviated form made by Assistant Mayor Roberts, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, and Director Hart.

Voting Nay: Director Jewell.

The motion carried 6-1 and the ordinance was read the third time in abbreviated form.

Motion to adopt the ordinance made by Director Hart, Seconded by Director Harris.

Mayor Brown asked if anyone would like to speak for or against this ordinance.

No one came forward.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the Mayor declared the ordinance adopted.

11. Ordinance No. 15-2023 granted the request for prerequisite municipal approval of a private club application for 2415 Arkansas Boulevard, Pelican Fish and Seafood, Inc. (McVay) (CCD)

After a brief discussion, the motion to suspend the rules and place the ordinance on its first reading in abbreviated form made by Director Hollibush, Seconded by Assistant Mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the ordinance was read the first time in abbreviated form.

Motion to suspend the rules and place the ordinance on its second reading in abbreviated form made by Director Hart, Seconded by Assistant Mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the ordinance was read the second time in abbreviated form.

Motion to suspend the rules and place the ordinance on its third and final reading in abbreviated form made by Director Brewer, Seconded by Assistant Mayor Roberts.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the ordinance was read the third time in abbreviated form.

Motion to adopt the ordinance made by Director Hart, Seconded by Director Hollibush.

Mayor Brown asked if anyone would like to speak for or against this ordinance.

No one came forward.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the Mayor declared the ordinance adopted.

An emergency clause is requested. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the Board. (Hdbk. Const. Amend 7)

Motion to enact the emergency clause made by Director Hart, Seconded by Assistant Mayor Roberts.

Mayor Brown asked if anyone would like to speak for or against the emergency clause.

No one came forward.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the Mayor declared the emergency clause enacted.

BOARD OF DIRECTORS' COMMENTARY

Director Harris asked how the new grant writer was progressing because there were several grants from the State. He said he met with some officials last week regarding installation of a flashing lights on several streets around the train tracks. Director Harris said there would be another housing grant available in the future for senior citizens.

Assistant Mayor Roberts said in the next 30 days there would be a new Mexican restaurant opening on East Street.

Director Brewer said congress had provided access to federal funds for the City to use. He said the Railway Safety Act would be coming up and to contact your local representatives.

EXECUTIVE SESSION II

The Board of Directors entered Executive Session II at 7:09 PM.

The Mayor reconvened the meeting at 7:36 PM, and the following action was taken:

12. Resolution No. 2023-27 reappointed Glen Greenwell and Matt Keil to the Civil Service Commission for the term April 2023 through 2029. (CCD) City Clerk Heather Soyars

After a brief discussion, the motion to adopt the resolution made by Assistant Mayor Roberts, Seconded by Director Hart.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

Voting Nay: Director Harris,

The motion carried 6-1 and the Mayor declared the resolution adopted.

NEXT MEETING DATE: Monday, April 17, 2023

ADJOURN

Motion to adjourn made by Director Hart, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Assistant Mayor Roberts, Director Harris, Director Hollibush, Director Brewer, Director Jewell, and Director Hart.

The motion carried 7-0 and the meeting adjourned at 7:39 PM.

APPROVED this the 17th day of April 2023.

Allen L. Brown, Mayor

Heather Soyars, City Clerk



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution approving the reimbursement of \$18,140.70 Texarkana Regional Airport from American Rescue Act Funds. (FIN)
Acting City Manager/Finance Director TyRhonda Henderson

AGENDA DATE: April 17, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Finance Department

PREPARED BY: TyRhonda Henderson, Acting City Manager/Finance Director

REQUEST: Approving the reimbursement of \$18,140.70 to the Texarkana Regional Airport

EMERGENCY CLAUSE: N/A

SUMMARY: The American Rescue Act Fund was approved by the City of Texarkana, Arkansas Board of Directors on December 20, 2021, with Resolution No. 2021-65. This budget allocated \$972,090 in 2021 and the remaining \$656,637 in 2022. Of the total \$1,628,727, \$294,786.30 has been spent. The purpose of this agenda item is to approve the reimbursement of \$18,140.70 to the Texarkana Regional Airport for engineering services in connection with the Landside Development. As this would be considered a general governmental service, it is eligible for reimbursement due to the City receiving less than \$10 million from the American Rescue Plan Act.

EXPENSE REQUIRED: \$18,140.70

AMOUNT BUDGETED: \$18,140.70

**APPROPRIATION
REQUIRED:** \$0

**RECOMMENDED
ACTION:** Acting City Manager and staff recommend approval

EXHIBITS: Resolution and invoice

RESOLUTION NO. _____

WHEREAS, allocated American Rescue Plan Act (ARPA) Funds remain available for use in accordance with applicable law and restriction; and

WHEREAS, of the total ARPA funds allocated, \$1,628,727.00, the total spent to date is \$294,786.30; and

WHEREAS, an eligible use of a portion of such funds is to reimburse the Airport Authority for \$18,140.70 incurred in connection with Landside Development; and

WHEREAS, the Acting City Manager and staff recommend approval;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the reimbursement described herein is approved and, further, all applicable City budgets are appropriately amended.

PASSED AND APPROVED this 17th day of April, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney



Please remit payment to: 7302 Kanis Road | Little Rock, AR 72204
 For account information contact: Little Rock: 501.371.0272
 Fayetteville: 479.443.2377
 Fort Smith: 479.434.5333

Texarkana Regional Airport Authority
 Paul Mehrlich, Executive Director of Aviation
 201 Airport Drive
 Texarkana, AR 71854

Invoice number 225712-012
 Date 03/07/2023

Project **225712 Texarkana Regional Airport
 Landside Development - Design Only**

Billing Period: February 1, 2023 through February 28, 2023

Engineering services in connection with the above referenced project in accordance with our agreement and Work order #3.

PRELIMINARY DESIGN & REPORTS

Contract Amount	28,750.00		
Percent Complete	90.43		
Prior Billed	26,000.00		
Total Billed	26,000.00		
		Current Billed	0.00

GRANT ADMINISTRATION

Contract Amount	7,500.00		
Percent Complete	29.33		
Prior Billed	2,200.00		
Total Billed	2,200.00		
		Current Billed	0.00

TOPOGRAPHIC SURVEY

Contract Amount	24,500.00		
Percent Complete	100.00		
Prior Billed	24,500.00		
Total Billed	24,500.00		
		Current Billed	0.00

ENVIRONMENTAL COORDINATION

Contract Amount	12,500.00		
Percent Complete	84.80		
Prior Billed	10,600.00		
Total Billed	10,600.00		
		Current Billed	0.00

GEOTECHNICAL INVESTIGATION

Contract Amount	20,275.00		
Percent Complete	100.00		
Prior Billed	20,275.00		
Total Billed	20,275.00		
		Current Billed	0.00

ENGINEERING DESIGN DOCUMENTS

Contract Amount	263,975.00
Percent Complete	86.88
Prior Billed	211,211.30
Total Billed	229,352.00

Current Billed	18,140.70
Total	18,140.70

Invoice total **18,140.70**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
PRELIMINARY DESIGN & REPORTS	28,750.00	26,000.00	26,000.00	0.00
GRANT ADMINISTRATION	7,500.00	2,200.00	2,200.00	0.00
TOPOGRAPHIC SURVEY	24,500.00	24,500.00	24,500.00	0.00
ENVIRONMENTAL COORDINATION	12,500.00	10,600.00	10,600.00	0.00
GEOTECHNICAL INVESTIGATION	20,275.00	20,275.00	20,275.00	0.00
ENGINEERING DESIGN DOCUMENTS	263,975.00	211,211.30	229,352.00	18,140.70
Total	357,500.00	294,786.30	312,927.00	18,140.70

Approved by:



Matthew R. Vinyard
 Project Manager, P.E.



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution to accept a reimbursable, non-matching Certified Local Government grant to conduct a window restoration workshop. (PWD-Planning) City Planner Mary Beck

AGENDA DATE: April 17, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Public Works/Planning

PREPARED BY: Mary Beck

REQUEST: Adopt a resolution to accept a reimbursable, non-matching Certified Local Government grant to conduct a window restoration workshop.

EMERGENCY CLAUSE: N/A

SUMMARY: Windows are a key feature of design and function for houses in the most population-dense area of the City. The homes in the older neighborhoods often have windows that need repairs and there are few wood workers who can make those repairs in an affordable manner. Texarkana as a Certified Local Government has opportunities to apply for preservation grant funds as they may be available on an annual basis. A consultant named Bob Yapp who has done window restoration demonstrations at national preservation conventions has agreed to hold a three-day workshop to train 12 people in window restoration for a fee of \$13,800. The grant would pay for the expenses of the consultant (including materials) over a three-day, hands on window replacement training workshop to be held October 21, 22, and 23, on-site. Staff sent letters to all property owners in the Beech Street National Register District offering an opportunity for one residence to have window replacement in a room that has the required type and number of windows. All responding contacts were evaluated for qualifying candidates and those were sent to Mr. Yapp to make a selection as required by the grantor prior to considering the request for the grant. The selection of 1801 Beech Street was approved as location of the workshop. Training funds in the amount of \$571.00 is also in the grant for commissioners and/or staff.

EXPENSE REQUIRED: 0

AMOUNT BUDGETED: 0

APPROPRIATION 0
REQUIRED:

RECOMMENDED Adopt a resolution approving a Certified Local Government grant in the
ACTION: amount of \$14,371.00.

EXHIBITS: Resolution, copy of 23-CLG-06 grant, Bob Yapp information, photo
sheet for project location.

RESOLUTION NO. _____

WHEREAS, the City of Texarkana, Arkansas, was certified by the State of Arkansas/US Department of the Interior as a Certified Local Government on December 11, 2006; and

WHEREAS, the City of Texarkana, Arkansas, has been awarded a reimbursable, non-matching Certified Local Government grant (No. 23-CLG-06) from the Arkansas Historic Preservation Program (AHPP) in the amount of \$14,371.00 to fund preservation training for community stakeholders and travel expenses related to a window restoration workshop; and

WHEREAS, the State of Arkansas requires the City to enter into a contract with the AHPP for said grant; and

WHEREAS, the City practices good financial stewardship in amending the budget to responsibly report on said funds;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, to accept Certified Local Government Grant No. 23-CLG-06 for the purposes proposed and terms contained in the attached contract.

PASSED AND APPROVED this 17th day of April, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

❖ PRESERVATION RESOURCES, INC. ❖

Workshops & Seminars Conducted For Your Community by Bob Yapp

NOTE: Covid has changed our world. As such, every one of the following seminars are available as a Zoom Seminars

1) Classroom Seminars & Talks

Preservation Doesn't Cost--It Pays!

This is a fun and dynamic talk by Bob Yapp that takes participants through the economic benefits of historic preservation with written materials. Learn how to counteract property rights arguments. Participants leave this experience entertained and empowered. 1 to 2 hours with Q & A up to an additional hour possible. Great Keynote

Winning the War on Preservation

Bob Yapp addresses the myths surrounding historic preservation. Doesn't preservation take away my property rights? Isn't preservation something we only do when the economy is humming along? Isn't rehabbing historic structures is just too costly? Old houses and buildings just can't be made energy efficient, can they? Bob will walk the attendees through these myths dispelling them based on objective and researched facts. He will show why the war on preservation is based on misinformation. Bob will give them the tools they need to go back to their communities and make the economic, environmental, energy efficiency and cultural case that preservation doesn't cost, it pays.

Energy Efficiency for Old Houses & Buildings

Just because it's shiny and new does not mean it will work in your old house or building. This seminar dispels the myths and addresses how old houses were designed. Bob talks about what retro-fits for energy efficiency actually work as well as paybacks. Insulation, air flow, weather stripping, windows, geo thermal, solar and wind are all topics of discussion. 1.5 hours with Power Point

Creating a Historic Preservation Artisan Trades Program

Bob Yapp has been creating, helping create and teaching historic preservation artisan trades programs around the country. We are losing these traditional trades and, as a result, it has become difficult for most historic property owners to find truly qualified craftsmen to do the preservation work. Learn how to set a program up in your community. 1.5 hrs. with Q & A and Power Point

Is Every Old House or Building Really Historic?

Why are some old buildings and houses historic, while others are not? 1 hour -Q & A

Secretary of the Interiors Standards for Rehabilitation. Bible or a Guideline?

Created in the 1960's, the SISR has been the guiding document for historic preservation in America. Is it still relevant and how can it be used and interpreted to your organizations

greatest benefit? 1 hour with Q & A

Creating a Preservation Ethic in Your Community.

"Preservation is just a foo foo thing that can only be done or funded when economics times are at their best". If you've ever heard this or something like this in your community, then this training session is for you. Bob Yapp walks participants through the process necessary to create a preservation ethic in your community. 1.5 hours with Q & A

Blue Vinyl Screening

The award winning, documentary film about the environmental hazards of vinyl siding and windows. Bob will lead a discussion after the screening that covers the harm done to historic buildings when original windows are replaced; structural damage caused by vinyl siding and how to achieve a 12 to 15 year paint job. 3.5 hours

Educate Before You Designate

Education is the key ingredient for any successful local, historic district. Should the educating process begin before the designation or after? Bob Yapp will answer these questions and provide strategies for a successful local designation process. 1 hour with Q & A

Great Unveilings

Learn how to conduct a Great Unveiling in your neighborhood. It's like a reverse barn raising. Instead of putting up a barn 20 to 40 people gather together to remove vinyl, aluminum, asbestos or insul-brick siding from a historic home in one day. 1.5 hrs with Q & A & Power Point

Are You the Paint Police or The Preservation Collaborators?

Learn effective ways to work with people living in local landmarks and historic districts. Avoiding the pitfalls that can turn folks against your ordinance is the key to this talk. 1 hour with Q & A

Paint It Right!

How to get a 15 to 20 year, cost effective paint job for your historic house. You can hire it done, never lift a finger and do it twice in 30 to 40 years for about the same price of a competent vinyl siding job that will last 15 to 18 years. 1 to 3 hours with Q & A, props & handouts.

Old Windows Aren't A Pane---They're a Goldmine

A primer on how to cost effectively repair/restore and make old windows as or more energy efficient than replacement windows. 1 to 3 hours with Q & A, props and handouts.

Getting Shellacked or Innovative Woodwork Finishing & Refinishing

Safe and efficient ways to remove old paint and natural finishes from woodwork. 1 hour with Q & A and props.

Passive Wood Floor Restoration

Passive wood floor restoration techniques as well as floor repairs. When to aggressively sand a floor. 1 to 2 hrs with Q & A & props

How To Hire & Work With a Contractor

Finding and hiring the right contractor is one of the biggest problems identified by historic homeowners. Bob will walk participants through the process. 1 hour with Q & A.

Neighborhood Revitalization Strategies

A step-by-step strategy for taking your neighborhood back, utilizing historic preservation and activism as tools for success. 1 to 3 hours with Q & A and handouts.

You Can't Live In a Museum or Can You?

Strategies about how to make historic homes livable for today while respecting the architecture and staying within the Secretary of the Interiors Standards for Rehabilitation. 1 hr. with Q & A.

Historic Porches: Restoration or Recreation

This session addresses how to research and construct missing original porches as well as restore original porches. 1 to 2 hours with Q & A

Understanding Historic Masonry

A step-by-step seminar on the best practices for restoring and repairing historic masonry. 1 hour with Q & A.

Additions That Work

How you can build an addition that doesn't look like aliens from Pluto plopped it on the back of your house. 1 to 2 hours with Q & A

The Historic Preservation Cost Comparison Tool

Our firm, Preservation Resources, Inc. (PRI) has developed a new and exciting tool for state, city, county, and Main Street preservation staff. It's called the "*Historic Preservation Cost Comparison Tool*®" (HPCCT).

Too often when property owners, living in historic districts, apply for a Certificate of Appropriateness, they are misinformed about the true cost of replacing rather than repairing. Window replacement, replacement siding, cladding and porches are just a few of the issues staff must grapple with.

Now, with clicks of a mouse, residential and commercial consumers can look at side-by-side comparisons of the true, objective costs for replacing vs repairing these architecturally important and character defining features in their community. 1 hour with Power Point.

2) Hands-On Field Workshops

All hands-on workshops are learn-by-doing. This means the students learn the processes of in each workshop by actually doing all the work, from beginning to end. Bob Yapp and his various assistants guide and teach as they go with each and every workshop.

While most of the hands-on workshops below have a 12 student maximum, we are setup to do very large volunteer events with up to 40 participants.

Exterior Wood Repair

Owners of old and historic houses and contractors can learn how to save money and time by repairing old rotted trim, columns and spindles rather than replacing them. Students will learn how to use architectural epoxies as well as making real wood repairs to original wood surfaces.

According to Yapp, "Most old house owners look at their original rotted wood columns, railings, balusters (spindles), windows, and trim and feel they can't be saved. The replacement product industry is counting on you believing this and spends tens of millions of dollars a year to convince to consumers to buy their products. Most of the wooden parts in old homes are made with old growth lumber that is just not available any longer. By repairing these character defining features you can save this stronger and more rot resistant lumber with less hassle and lower cost than replacing it."

Up to 12 participants. 8 hours of fun and intense, hands-on learning with handouts. Also available in three and five day configurations

Historic Masonry & Re-Pointing Workshop

One Day Historic Masonry & Re-Pointing Workshop is an event that your organization or community can sponsor in concert with Preservation Resources Inc.

Students learn all the basics of historic masonry and actually re-point failed mortar on either a historic Main Street building or historic house. They will be part of a team re-pointing the brick at a historic property in your community.

The day begins with a morning classroom session and a walk-around to look at masonry issues in your neighborhood or downtown. In the afternoon students will physically re-point historic masonry on a house or building in your community. The afternoon will be a fun and intense, learn-by-doing opportunity.

Students will learn the underlying causes of masonry deterioration and failure as well as how to prevent these issues. Students will also learn the best methods and materials to use when repairing or maintaining exterior masonry surfaces.

Up to 12 participants. 8 hours of fun and intense, hands-on learning with handouts. Also available in three and five day configurations

Window Restoration & Weatherization Boot Camp

This event has been hugely popular. We offer one, three and five day Window Restoration & Weatherization Boot Camps. This hands-on event takes the student through the repair and restoration process by actually doing the work from beginning to end. Up to 12 students can

participate. Students will leave knowing how to cost effectively restore historic windows and make them as or more energy efficient than a replacement window.

We also can cater this event strictly for contractors including how to incorporate window restoration into a business. We can email more detailed information on this. **Nothing is greener than an old window!**

Great Unveilings

Bob personally conducts a Great Unveiling. Bob will assist your community plan and undertake the removal of non-original siding from one to two houses in a day. This event really brings neighborhoods and organizations together. This event is very visual and creates a great media opportunity. If you're interested in this event we have additional materials we can email.

Wood Flooring Repair & Passive Restoration

This is an intense, learn-by-doing opportunity. This class is **not** about aggressively drum sanding wood floors so they look new. Much like fine antiques we want to keep the character defining features and patina of the flooring. You will learn how to patch bad areas, so they don't look patched, passively remove the damaged old finish, remove water and pet stains as well as how to apply a finish. At the end of the three days you will know from beginning to end, how to repair & passively restore any hardwood or softwood tongue & grooved strip floor.

Making Wooden Storm Windows

Previously only available at the Belvedere School for Hands-On Preservation, we are now offering this hands-on workshop on the road, in your community as well.

Making Wooden Storm Windows is a fun and intense, three-day, hands-on learning experience you can bring to your community. Students will learn how to make wooden storm windows working side-by-side all three days with instructor Bob Yapp. Bob has been a woodworker and furniture designer/maker for 40 years.

This will be an intense, learn-by-doing opportunity. You will learn why wood storms are important, how to measure an opening for a storm, how to grade/pick lumber, storm sash construction with true mortise & tenon joinery, glass/screen installation weather-stripping & installation techniques.

At the end of the three days you will know from beginning to end, how to build wooden storm windows by actually making them. All students completing the class will receive a "Certificate of Completion". We can email more detailed information on this workshop.

Exterior House Painting

This event has been hugely popular. We offer one, three and five day Exterior House Painting. This hands-on event takes the student through the entire process of how and why houses get painted successfully. Learn how to achieve a 15 to 20 year paint job by actually doing it in the field. Up to 12 students can participate.

We also can cater this event strictly for contractors including how to incorporate long term, cost effective paint jobs into a business. We can email more detailed information on this workshop.

Other Three to Five Day Hands-On Workshops Bob Yapp Can Conduct

Historic Porch Repair & Restoration
Laying Wood Flooring in Historic Buildings
Interior Woodwork Restoration/Conservation
Interior Woodwork Refinishing
Woodworking for Old Houses & Buildings

For more information contact Bob Yapp. 217-474-6052 or yapperman@msn.com

What it Costs to Have Bob Yapp For Your Preservation Event

Preservation Events Packages

Category #1 – Classroom or Zoom Seminars & Talks

You Get:

- One to three presentations per day
- Up to Four Days In A Row
- Promotional Materials. Bio; Workshop Descriptions; Photos of Bob; etc
- Advance Radio & Print Interviews
- Radio, Print & TV Interviews during the event
- Handouts emailed to you.
- A one-page contract for services

Bob's Fee:

- **In-Person:** Bob's fee for in-person classroom seminars is \$4,000 for one day; \$3,750 per day for two days in a row; \$3,500 per day for three to four days in a row. All fees are plus expenses: round trip, coach air fare or .55 cents a mile if driving; a decent hotel room; \$50 per day, per diem; local travel costs, i.e. cabs,

rental car etc. We make all travel arrangements. You make the reservation and pay for hotel and local travel arrangements. We will invoice you, in advance, for the fee and expenses.

- **Zoom Seminars:** Bob's fee for Zoom Seminars \$3,000 for one day; \$2,500 per day, for two days in a row; \$2,000 per day, for three to four days in a row. During Covid and beyond, this option can be a real solution for small groups or groups as large as 100. You save \$500 on the fee as well as all the expenses. We will invoice you, in advance, for the fee.

Category #2 - Hands-On Field Workshop Packages

One Day: A turnkey fee of \$8,800 includes Bob's travel, per diem, lodging, equipment and all materials*. Maximum of 12 students***

Two Day: A turnkey fee of \$10,400 includes Bob's travel, per diem, lodging, equipment and all materials**. Maximum of 12 students***

Three Day: 1) A turnkey fee of \$13,800 includes Bob's travel, per diem, lodging, equipment and all materials**. Maximum of 12 students

Five Day: 1) A turnkey fee of \$18,900 includes Bob's travel, per diem, lodging, equipment and all materials**. Maximum of 12 students

2) A turnkey fee of \$22,200 includes Bob's travel, per diem, lodging, equipment and all materials***. Maximum of 18 students

Seven Day: 1) A turnkey fee of \$26,600 includes Bob's travel, per diem, lodging, equipment and all materials**. Maximum of 12 students

2) A turnkey fee of \$28,500 includes Bob's travel, per diem, lodging, equipment and all materials***. Maximum of 18 students

Fee Payment: We will invoice you in advance for the fee and is due on the last day of the workshop but 30 days maximum can be worked with.

* Material costs not to exceed \$800.

** Material costs not to exceed \$1,600.

*** Material costs not to exceed \$2,400.

For more info contact Bob Yapp, 217-474-6052 or yapperman@msn.com

Current & Past Clients of Bob Yapp & Preservation Resources Inc.

- National Trust for Historic Preservation, funder for multiple workshops & seminars
- National Trust for Historic Preservation, underwriter for “About Your House with Bob Yapp” on PBS
- National Trust for Historic Preservation National Conferences, speaker
- National Main Street Conference, speaker
- George Washington's Mount Vernon Home, restored all windows in the Cupola, the Oxeye window & all Green House windows.
- The Campbell Center for Historic Preservation Studies, regular hands-on instructor
- National Forest Service, wrote window preservation specifications
- National Park Service Preservation Training Center, train maintenance personnel in historic preservation, “Methods & Materials”
- Traditional Building Conference-Chicago & Boston, seminars
- State SHPO, Oregon, Keynote Speaker, CLG training seminars, Main Street Conference seminar
- State SHPO, Ohio, funder for workshops
- State SHPO, Colorado, funder for multiple seminars
- State SHPO, Tennessee, funder for multiple seminars and hands-on window workshop
- State SHPO, Wisconsin, hands-on website content, seminars at preservation conference
- State SHPO of South Dakota, Keynote speech, seminars & hands-on workshops
- State SHPO, Minnesota, multiple hands-on workshops
- State SHPO, Kansas, funder of multiple seminars & hands-on workshops
- State SHPO, Kentucky Heritage Counsel, primary consultant, Preservation Trades Crafts Training Program, Louisville, KY
- State SHPO, Pennsylvania, CLG training seminars
- State SHPO, Kentucky Heritage Counsel, SHPO, Keynote speaker & grantor multiple seminars & workshops
- State SHPO, Iowa Historical Society, Keynote speaker & funder for multiple seminars
- State SHPO, Missouri, grantor for multiple seminars and hands-on workshops
- State SHPO, Oklahoma, funder of multiple seminars and hands-on workshops
- State SHPO, West Virginia, hands-on masonry workshop in Moorefield, West Virginia
- Iowa Economic Development Authority, Main Street consulting & wrote “Energy Efficiency Guidelines”
- Iowa Main Street, seminars & energy efficiency guidelines
- Indiana Landmarks, seminars, hands-on workshops, CLG training, wrote design guidelines, acted as HPC staff for six communities
- Iowa Center on Sustainable Communities, Keynote speaker & multiple seminars
- Foundation of Historical Louisiana, Keynote speaker & multiple seminars
- Nebraska Main Street, Keynote speaker & multiple seminars
- Missouri Preservation, Keynote speaker & multiple seminars

- County of Arlington, Virginia, hands-on window workshop
- City of Iowa City, Iowa, multiple seminars
- City of Salt Lake, Utah, seminars and hands-on field workshops
- City of Highland, Kansas, window restoration & making storm windows, hands-on workshops
- City of Tulsa, Oklahoma, multiple hands-on workshops
- City of Norman, Oklahoma, multiple seminars and hands-on workshops
- City of Oklahoma City, Oklahoma, multiple seminars
- City of Crested Butte, Colorado, multiple seminars
- City of Telluride, Colorado, multiple seminars
- City of Steamboat Springs, Colorado, multiple seminars
- Twin Cities Bungalow Club, Keynote speech & seminars
- City of Fort Dodge, Iowa, multiple seminars & hands-on workshops
- City of Albuquerque, New Mexico, hands-on window restoration workshop for contractors
- City of Chicago, Illinois, Chicago Bungalow Association, multiple seminars
- City of Roanoke, Virginia, keynote speaker, seminars & hands-on workshops
- City of Annapolis, Maryland, hands-on window restoration for contractors
- City of Urbana, Illinois, seminars and conducting a Great Unveiling hands-on workshop
- City of Louisville, Kentucky, Keynote speaker and multiple seminars
- City of Knoxville, Tennessee, hands-on window restoration workshop
- City of Deadwood South Dakota, Keynote speech & seminars
- City of Brookings, South Dakota, multiple hands-on workshops, paint, wood & windows
- City of Staunton, Virginia, keynote speech, seminars and hands-on workshops
- City of Milwaukee, Wisconsin, seminars and conducted a Great Unveiling hands-on workshop
- Old House Network of Kalamazoo, Michigan, Keynote speaker & multiple seminars
- City of Chicago Heights, Illinois, Keynote speaker & multiple seminars
- City of Decatur, Illinois, Keynote speaker & multiple seminars
- City of Omaha, Nebraska, Restore Omaha, Keynote speaker & multiple seminars
- City of Rapid City, South Dakota, Keynote speaker & multiple seminars
- City of Frankfort, Kentucky, Keynote speech & hands-on window restoration workshop
- City of Paducah, Kentucky, hands-on window restoration workshop
- City of Shaker Heights Ohio, hands-on window restoration workshop
- City of Columbia, Missouri, multiple hands-on workshops, paint, floors & window restoration
- City of Hannibal, Missouri, Design Guidelines, past HPC member & restoration specifications
- City of Leavenworth, Kansas, multiple seminars
- City of Hutchinson, Kansas, Keynote, multiple seminars & Historic Preservation Cost Comparison Tool
- City of Wichita, Kansas, Multiple seminars & hands-on workshops
- City of Ft Collins, Colorado, Historic Preservation Cost Comparison Tool
- City of Fairfax, Virginia, **Zoom** training for the Architectural Review Board & Staff
- City of Carthage Missouri, hands-on, passive restoration of 1,500 square feet of oak flooring

CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT
Grant Number 23-CLG-06

This agreement is entered into between the City of Texarkana, Arkansas, hereinafter referred to as the City, and the Arkansas Historic Preservation Program, hereinafter referred to as AHPP. AHPP agrees to provide a grant in the amount of **\$14,371** for the purpose of funding preservation training for community stakeholders and travel expenses related to approved trainings by HDC officials and staff.

THIS GRANT IS FOR THE ACCOMPLISHMENT OF THE PURPOSE, OBJECTIVE AND SCOPE OF WORK HEREIN DEFINED.

I. SCOPE OF WORK

TASK A. The City will fund a window restoration workshop.
\$13,800 is designated for this activity.

TASK B. The City will fund approved travel and training expenses for HDC commissioners and staff.
\$571 is designated for this activity.

II. TIME FRAME of AGREEMENT

This agreement will begin on March 15, 2023, and shall extend until September 30, 2024. No grant funds shall be expended by the City or its sub-grantees or assigns after September 30, 2024. No work on any grant task will be undertaken, continued, or carried out after September 30, 2024.

III. PAYMENTS

A. Payments of funds under this grant agreement will be made upon receipt of invoices requesting reimbursement of expenses paid by the City within the time frame of this agreement.

B. No invoice received after August 1, 2024, will be processed.

C. Payments under this grant agreement are conditioned on successful completion of the tasks described in the scope of work and submission of deliverables as described in section IV.

D. The grant award is conditioned on the use of the grant funds to accomplish the tasks described in the scope of work. Funds will only be disbursed to achieve the purposes described in the scope of work. The grantee retains no interest in grant funds for which an invoice has not been submitted to AHPP by August 1, 2024.

E. The availability of funds under this grant award is dependent on the National Park

Service's 2023-2024 Historic Preservation Fund award to the AHPP.

IV. MILESTONES

A. Window Restoration Workshop

1. The City will be under contract with the workshop professional by August 1, 2023.
2. The workshop will be completed by May 31, 2024.
3. When the workshop has been completed, the City may invoice AHPP for the full amount of the task.

V. AHPP RESPONSIBILITIES

AHPP staff agrees to make periodic reviews of the project to assess practices and products. AHPP reserves the right to enforce the procedures as outlined in this contract. AHPP agrees to make available advice and counsel necessary to accomplish the objectives and to render compensation upon invoice within a reasonable timeframe.

VI. REPORTING REQUIREMENTS

- A. The City will submit quarterly reports detailing programmatic and fiscal progress of work on forms to be provided by AHPP on:

Period	Date Due
March-June, 2023	July 15, 2023
July-Sept, 2023	October 15, 2023
October-December, 2023	January 15, 2024
January-March, 2024	April 15, 2024
April-June, 2024	July 15, 2024
July-September, 2024	October 15, 2024
FINAL	October 31, 2024

- B. The report of April 15, 2023, will be accompanied by a timeline for completion of the project and spend down of project funds by the end of the grant term.
- C. If changes in the grant agreement - e.g.: scope of work, products, budgets, etc. - are required, then the City must submit a written request detailing proposed changes and wait for written approval from AHPP before proceeding.
- D. No funds will be disbursed if grant reporting is more than two weeks delinquent.
- E. Failure to submit grant reports within one month of the date required herein shall be grounds for cancellation of the grant at the discretion of AHPP.
- F. The City will submit a final project report detailing all completed projects and including copies of all publications as per the requirements of this agreement no later than October 31, 2024.

- G. The City will promptly notify AHPP if it will be unable to expend the awarded funds within the grant period.

VII. REQUIRED TRAINING

Disbursement of funds under this agreement is contingent on attendance by a designated representative of the City at a training session on grant administration requirements held by AHPP. This requirement may be waived at the discretion of AHPP if the City's grants administrator has attended a grant administration training session within the two years prior to the execution of this grant agreement.

VIII. COMPLIANCE

- A. All products and projects funded by grant funds must comply with the applicable Secretary of the Interior's "Standards." These include: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards. See Appendices A-E.
- B. **PROJECT EXECUTION AND CONTRACT REQUIREMENTS:** All projects, sub-grants and consulting contracts funded through this grant agreement must be carried out in accordance with the procedures and standards laid out in the applicable appendices to this agreement. All work products funded through this grant must meet the standards laid out in the applicable appendices to this agreement.
- C. **EASEMENTS AND PRESERVATION AGREEMENTS:** The City will donate to AHPP a conservation easement on any property being restored, rehabilitated, or repaired as a part of any project(s) funded in whole or in part by this grant utilizing ten thousand dollars (\$10,000) or more of funds awarded by AHPP. On such projects involving private properties, it will be the City's responsibility to secure this easement for donation to AHPP before any grant funds are released. The City will ensure that the owner(s) of property being restored, rehabilitated, or repaired as part of any project utilizing at least one dollar (\$1) but less than ten thousand dollars (\$10,000) of Historic Preservation Fund monies awarded by AHPP enters into a five-year preservation agreement concerning that property with AHPP before grant funds are released. On such projects involving City property, the City and any other parties holding an ownership interest in such property must enter into a five-year preservation agreement with AHPP before funds will be released.
- D. All activities pursuant to this Agreement shall be in compliance with the requirements

of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended; (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); the Americans with Disabilities Act (42 U.S.C. §12101); the Architectural Barriers Act (42 U.S.C. §§4151 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

- A. In all hiring or employment made possible by or resulting from grant awards, the City (1) will not discriminate against any employee or applicant from employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. This requirement applies to, but is not limited to, the following: employment promotion, demotion, or transfer; recruitment or other recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City and its sub-grantees will comply with all applicable statutes and Executive orders on equal employment opportunity and grant awards will be governed by the provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17.

IX. MANAGEMENT AND BUDGET GUIDELINES

- A. Certified Local Government grants are funded by the National Park Service Historic Preservation Funds Grants in Aid, CFDA number 15.904. All policies and procedures of the Department of the Interior, the National Park Service, and all other Federal regulations concerning expenditures of Federal funds must be followed by AHPP and all sub-grant recipients. All grant projects will be administered by AHPP and the City in accordance with the Historic Preservation Fund Grants Manual. The manual may be found online here: <https://www.nps.gov/subjects/historicpreservationfund/historic-preservation-fund-grant-manual.htm> The City must maintain efficient and effective accountability and control of all funds received and expended under a sub-grant from AHPP.
- B. Federal Award Identification Number, total award amount, award date, and a copy of the NPS grant agreement with AHPP will be provided to subgrantee with this signed grant agreement. This subgrant award may be subject to additional conditions as required by the National Park Service.
- C. A City employee or paid contractor will be responsible for fulfilling all responsibilities assumed by the City under this grant agreement.
- D. The City will promptly disclose any conflict of interest to AHPP in accordance with 2 CFR §200.112.

- E. Indirect costs are not eligible for reimbursement under this award.
- F. The City will maintain all grant-related records at the City offices in accordance with its normal recordkeeping procedures.
- G. The City hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
- 1) Administrative Requirements:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;
 - 2) Determination of Allowable Costs:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and
 - 3) Audit Requirements:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.
 - 4) Code of Federal Regulations/Regulatory Requirements:

2 CFR 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace";

2 CFR 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR §42, "Government wide Debarment and Suspension (Non-Procurement)";

43 CFR Part 18, "New Restrictions on Lobbying";

2 CFR Part 175, "Trafficking Victims Protection Act of 2000";

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions; and

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS).
- H. Cities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and 2 CFR Part 200, Subpart F.

- I. The City will comply with Federal competitive procurement requirements for professional services and subcontractors and will provide documentation of such compliance upon request.
- J. The City will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- K. Upon completion of the project, the Secretary of the Interior, the Comptroller General of the United States, AHPP, and/or any of their duly authorized representatives shall have access for the purpose of financial or programmatic audit and examination any books, documents, papers and records of the City that are pertinent to the grant at all reasonable times during the period of retention provided in 2 CFR §200.334, for at least three (3) years or until all claims or audit findings have been resolved.
- L. The City will comply with the provisions of 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. “No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.” In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, §402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
- M. The City will comply with all provisions of Executive Order 113858 “Strengthening Buy American Preferences for Infrastructure Projects” that may apply to the project that is the subject of this award.

X. PUBLICATIONS, WORK PRODUCT AND PUBLIC INFORMATION

- A. An acknowledgment of National Park Service and the Arkansas Historic Preservation Program support must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund

grant funds. This acknowledgment shall be in the form of a statement as follows:
"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage."

- B. Press releases, publications, and other public dissemination of information by the City concerning a project made possible by this grant shall acknowledge National Park Service, Department of the Interior, Arkansas Historic Preservation Program, and Division of Arkansas Heritage grant support.
- C. Posters, brochures, program literature, and publications will include the following statement: *This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.*
- D. Drafts of all publications, reports, audio-visual material, and other material subject to distribution, publication, or display must be submitted to AHPP for approval prior to production, publication, public display or general distribution.
- E. Publications, reports, audio-visual material, and other material subject to distribution, publication, or display will be made accessible to the widest audience possible in accordance with Title II of the Americans with Disabilities Act (42 U.S.C. §§12132 *et seq.*). For more information, guidance is available from the Department of Justice, Civil Rights Division, Disability Rights Section.
- F. The City grants the State of Arkansas and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement as compiled or produced by the City, its contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material. Any data, analysis, methodology, or other information that formed the basis of the work product funded by this grant award shall be made available to the AHPP and the NPS on request. The City shall ensure that these rights are secured by any sub-award or sub-agreement funded under this grant award.

- G. All Geographic Information Systems data produced or collected as a part of this grant funded project must comply with the NPS Cultural Resource Spatial Data Transfer Standards. Please contact the AHPP for more information.

XI. DEVELOPMENT PROJECTS

- A. Any development project funded through this award must obtain appropriate permits from the City, including approval from the local Historic District Commission, if the project falls within a local ordinance district and the Commission has jurisdiction.
- B. Work funded by this grant award cannot be claimed under the Federal Historic Preservation Tax Incentives Program. City and any potential subgrantees should consult with their attorneys or financial advisors about tax or other consequences of this award or its conditions on project financing.
- C. Approvals of project work by AHPP for this grant project are independent of and may not be substituted for the review and approval of any project or matter under any other AHPP or National Park Service program.

XII. LIMITATION OF LIABILITY

AHPP assumes no responsibility with respect to accidents, illness or claims arising out of any work performed under a sub-grant supported project. The City is expected to take necessary steps to insure itself and its personnel and students and to comply with the applicable local, State, or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970 (see 20 CFR Part 1910).

XIII. PROJECT CANCELLATION

Approved projects may be canceled for one or more of the following reasons:

- A. The City requests project cancellation.
- B. The City fails to pursue project work in a timely fashion or fails to adequately pursue project objectives in a manner likely to ensure completion of the grant project or substantial spend-down of the grant award within the grant term.
- C. Project work or project administration is found not to be in conformance with conditions as stated in the grant agreement and appendices.

XIV. AMENDMENTS

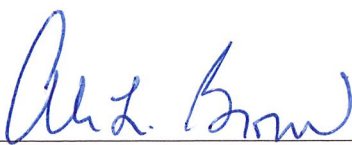
This agreement may be amended upon written request and approval by both parties.

XV. APPENDICES

The following appendices are hereby incorporated into this agreement by this reference.

SIGNATURES

Scott Kaufman
Agency Director, AHPP
State Historic Preservation Officer
1100 North Street
Little Rock, Arkansas 72201



City of Texarkana Signature

Allen L Brown

Name (printed)

Mayor

Title

Date

3-20-23

Date

APPENDIX A: Historic Resources Survey and Documentation

The production of surveys of historic structures, sites, etc., funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for survey and documentation services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid solicitation for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and approval and will not publish such announcement or request until comments been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will contact the AHPP National Register staff to consult on the advisability of historic sites survey work in the proposed area, proposed boundaries for the survey work, etc., prior to engaging a contractor for survey work funded under this agreement.
5. The City will ensure that the contractor responsible for survey and documentation services funded under this agreement meets the Secretary of the Interior's Professional Qualification Standards (see Appendix F) in History and/or Architectural History and/or, when applicable, Archaeology or Historic Landscape Architecture.

B. CONTRACTOR'S RESPONSIBILITIES

1. Prior to commencing any work under the contract, any contractor who has not attended a training on the required procedures for historic sites surveys taught by the AHPP National Register Survey staff within five (5) years prior to the survey initiation date must attend a training class on the procedures required for historic site survey. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of Arkansas

Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.

2. Prior to commencing any work under the contract, the Contractor, regardless of the date of his or her last training, must contact the AHPP National Register Survey staff to determine whether changes to required historic site survey procedures have changed since the contractor last attended a training. If the AHPP National Register Survey staff determines that the Contractor's attendance at an additional training class is advisable, the contractor must attend a training class on the procedures required for historic sites surveys prior to the initiation of any fieldwork under the contract.
3. The contractor must comply with the standards and procedures set forth in the AHPP Survey Manual in carrying out the contract work and in completion of the final product.
4. The contractor must design and complete the survey and produce a survey report in accordance with the National Park Service Historic Preservation Fund Grants Manual Chapter 6, Section H, 2a-e and 3b and/or d as applicable and the Secretary of the Interior's Standards for Identification for Intensive Surveys (see at https://www.nps.gov/history/local-law/arch_stnds_0.htm). The survey report should, at minimum, contain the following elements:
 - Survey methodology
 - A brief historic context specific to the area surveyed
 - A brief overview of historic resource types within the area surveyed
 - Maps outlining the boundaries of the area surveyed
 - Tables listing addresses or other location information of properties surveyed, resource numbers supplied by AHPP, and data relevant to evaluation of National Register eligibility, such as date of construction, property condition and architectural integrity, vacant lots, etc.
 - Maps locating properties by resource number and address
 - Language collected on Arkansas Architectural Resources Forms should be provided with the survey report in an organized, sortable, searchable, digital format, such as a database, spreadsheet, GIS data, or similar data file.
5. The contractor must complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.
6. The contractor must provide, on the Arkansas Architectural Resources Form, information specific to the property for which the survey form is prepared

summarizing its history and any obvious changes to the building that appear to have occurred since its construction.

7. The contractor will take color digital photographs of each resource in the field. At the very minimum the photographs should show all facades of each building. In addition, representative streetscape photographs will be provided by the Contractor. These photographs will be submitted with the final survey product in both electronic and print form.
8. The contractor will provide UTM coordinates for each property.
9. To ensure efficient production of a quality product and to reduce the burden of repeated reviews, in projects involving inventory and documentation of more than 30 properties, the contractor will provide drafts of at least 10 completed Arkansas Architectural Resources Forms to the AHPP National Register Survey staff for review prior to completion and submittal of all Arkansas Architectural Resources Forms. AHPP staff will review draft forms and return comments to the contractor within 14 business days of receipt of the draft forms.
10. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the historic site survey or form completion, including but not limited to archival research, and photographs, to AHPP on request.
11. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
12. The contractor must be able to adhere to set deadlines and provide initial and completed surveys by the dates set forth in contract documents.
13. The contractor will provide own transportation and equipment.
14. For resurvey work, a copy of the previous survey form must be attached to the new survey form for each property.
15. The contractor will provide one full-color copy and one digital copy of the final survey report and forms to the City and one full-color printed copy and two digital copies of the survey report and forms to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.
2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. AHPP will provide a one-day training class at the AHPP offices in Little Rock on the procedures required for historic site surveys. This class will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.
5. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX B: National Register of Historic Places Nominations

The production of nominations of historic structures, sites, etc., for listing on the National Register of Historic Places funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will contact the AHPP National Register staff to consult on the advisability of preparation and submission of National Register of Historic Places nominations prior to engaging a contractor for preparation of nominations funded under this agreement.
5. The City will ensure that the contractor responsible for survey and documentation services funded under this agreement meets the Secretary of the Interior's Professional Qualification Standards (see Appendix F) in History and/or Architectural History and/or, when applicable, Archaeology or Historic Landscape Architecture.

B. CONTRACTOR'S RESPONSIBILITIES

1. It is required that the contractor complete a National Register of Historic Places nomination form for the historic property or properties in compliance with all applicable AHPP or National Park Service standards and guidance for nomination form completion.

2. The contractor will take color digital photos of the historic property in the field. In the case of a proposed historic district, representative streetscape photos will be provided by the Contractor. All photographs submitted must meet the National Park Service standards in the “National Register Photo Policy Factsheet.”
3. The contractor will label all photographs to be included with the completed National or Arkansas Register of Historic Places nomination according to the National Park Service instructions.
4. The contractor will also need to locate the property on a United States Geological Survey Map and provide UTM coordinates for the historic property or district.
5. The contractor will be responsible for on-site presentation of information sufficient to fully support a recommendation for or against listing of the proposed historic district or property to the AHPP State Review Board at the earliest meeting following completion and staff approval.
6. Any contractor who has not submitted an accepted National Register of Historic Places form in the last five (5) years must attend a training class on completing National or Arkansas Register of Historic Places nomination forms. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of National Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
7. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing the nomination, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
8. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
9. The contractor must be able to comply with deadlines and provide initial and completed nominations by the dates set forth in the contract between the City and the Contractor.

10. The contractor will provide his or her own transportation and any equipment necessary to completion of the nomination forms and presentation to the Arkansas State Review Board.
11. The contractor must work outside in extreme temperatures and provide proper attire for the weather conditions.
12. The contractor will perform all services and provide all materials to be produced under the contract in consultation with AHPP.
13. The contractor will conduct meetings with AHPP as required to complete the project.
14. The contractor will provide one full-color printed final clean copy nomination and attachments, including digital photographs, and one digital copy of any nominations created to the City and three full-color printed copies of the final clean copy nomination and attachments, including digital photographs, and two digital copies of any nominations to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to any previously completed architectural resource forms in its possession for all buildings included in the contract for services.
2. AHPP will provide a one-day training class at the AHPP offices in Little Rock contractor on the proper and thorough completion of National Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
3. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX C: Design Guidelines and Preservation Plans

Preparation of design guidelines and/ or preservation plans funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement include duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will submit a draft copy of the design guidelines to AHPP for review, comments, and approval prior to printing, and will not give final approval to the product or proceed with final printing of the document until approval has been received by AHPP.
5. The City will ensure that any contractor engaged to prepare design guidelines funded under this agreement meets the Secretary of the Interior's Standards for Professional Qualifications (see Appendix F) as an Architectural Historian, a Historic Preservation Planner, or a Historic Preservationist with experience equivalent to one or both those professions. Any contractor engaged to prepare a preservation plan must be qualified as a Historic Preservation Planner or a Historic Preservationist with experience equivalent to a Preservation Planner.

B. CONTRACTOR'S RESPONSIBILITIES

1. The contractor will design and complete a preservation plan or plans, when applicable, in accordance with the Secretary of the Interior's Standards and Guidelines for Preservation Planning (see at [Article Series \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/learn/management/planning/preservation-planning)).

2. The contractor will draft design guidelines, when applicable, that include, at minimum:
 - a. A summary of the City's ordinances, procedures, and bylaws relating to work regulated by the City's Historic District Commission;
 - b. Maps describing the boundaries of any local or National Register historic districts in which work is regulated under authority of the Arkansas Historic Districts Act, A.C.A. § 14-172-201, et seq., and local ordinance.
 - c. A list of addresses within such historic districts;
 - d. A history of the City as it provides historic context for any such local historic districts, National Register of Historic Places districts, or the City as a whole;
 - e. An overview of the architectural styles prevalent in the local historic districts within the period of significance as described in the most recent historic resources survey and/or nomination previously approved by the City's Historic District Commission;
 - f. The text of the Secretary of the Interior's Standards for Rehabilitation, as codified at 36 CFR 68.
 - g. Illustrated design guidance addressing appropriate rehabilitation of and additions to historic structures and sites and construction or development of appropriate infill structures and sites that addresses all historic architectural styles, periods, and methods of construction specific to the local districts.
3. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
4. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
5. The contractor must be able to comply with deadlines and provide initial and completed deliverables by the dates set forth in the contract between the City and the Contractor.
6. The contractor will provide one full-color printed final clean copy of the design guidelines and/or preservation plan and attachments and one digital copy of the design guidelines and/or preservation plan and attachments created to the City and one full-color printed copies and one digital copy to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
2. AHPP will provide access to any nominations or other background research or information relevant to the project as necessary for project completion.

APPENDIX D: Rehabilitation Work to Historic Properties

Projects for rehabilitation work to historic properties funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
4. Architects/Engineers/Contractors must have the requisite experience and training in historic preservation or relevant field to oversee investigation, design and project work, as determined in consultation with AHPP. See Appendix F.
5. The City will submit plans and specifications to AHPP for all proposed work that is part of any project funded by this grant that would make any material alteration in any feature of any property listed on or eligible for listing on the National Register of Historic Places, either individually or as a contributing feature in a district. The City will not begin any such work until approval has been granted by AHPP.
 - a. A site plan that has the north direction clearly marked
 - b. A city/county map with the site of the property clearly labeled
 - c. Set of plans and specifications for the project
 - d. Photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan.

- e. Interior photographs of all major rooms and those involved in the project, labels, and keyed to a floor plan
 - f. Any additional information that will better enable a technical review of the project to be completed like historic photographs, historic structure reports, building studies, etc.
6. The City will ensure that the Contractor performs all work in compliance with the plans and specifications as approved by AHPP.
 7. All projects must comply with the Americans with Disabilities Act, the Architectural Barriers Act, and the Rehabilitation Act of 1973.
 8. All products and projects must comply with the applicable Secretary of the Interior's *Standards for Rehabilitation*. The *Standards* are:
 1. *A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.*
 2. *The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.*
 3. *Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.*
 4. *Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.*
 5. *Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.*
 6. *Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.*
 7. *Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.*

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

B. CONTRACTOR'S RESPONSIBILITIES

1. The Contract will perform all work in compliance with the plans and specifications as approved by AHPP.
2. All products and projects must comply with the applicable Secretary of the Interior's *Standards for Rehabilitation*. The *Standards* are:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

3. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
4. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
5. The contractor must be able to comply with deadlines set forth in the contract between the City and the Contractor.

6. The contractor must erect a project sign acknowledging the assistance of the Department of the Interior, the National Park Service, the Department of Arkansas Heritage, and the AHPP at the project site. This sign will be provided by the AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to any previously completed architectural resource forms or architectural plans in its possession for all buildings included in the contract for services.
2. AHPP will review and approve or comment on all plans and specifications submitted by the City within 14 business days of submission of plans and specifications that allow for a clear and complete understanding of the scope and detail of the project.
3. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX E: Other Consultant Contracts and Products

All other types of projects funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this contract and appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will ensure that any contractor engaged for work funded under this agreement meets the applicable Secretary of the Interior's Historic Preservation Professional Qualification Standards (see Appendix F) as determined in consultation with AHPP.
5. The City will ensure that all project work and work products meet all applicable Secretary of the Interior's "Standards" including: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification

Standards.

B. CONTRACTOR'S RESPONSIBILITIES

1. The contractor will ensure that all project work and work products meet all applicable Secretary of the Interior's "Standards" including: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards.
2. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the contract, including but not limited to archival research, and photographs, to AHPP on request.
3. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
4. The contractor must be able to adhere to set deadlines as set forth in contract documents.
5. The contractor will provide own transportation and equipment.
6. The contractor will provide one full-color copy and one digital copy of the work product, as applicable, to the City and one full-color printed copy and two digital copies of the work product, as applicable, to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.

2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. AHPP will provide access to other AHPP files to the contractor as necessary for project completion.

AHPP will provide technical assistance to the contractor as necessary for project completion.

Appendix F: The Secretary of the Interior's Historic Preservation Professional Qualification Standards

The *Secretary of the Interior's Professional Qualification Standards* were defined and officially adopted in 1983 (48 FR 44716, September 29) by the National Park Service, Department of the Interior, and the *Secretary of the Interior's Historic Preservation Professional Qualification Standards* were expanded and revised in 1997 (62 FR 33708, June 20) in response to amendments in the National Historic Preservation Act, but were not formally adopted for federal regulatory purposes. See <https://www.doi.gov/pam/asset-management/historic-preservation/pqs> for more information.

The 1997 revisions update the professional qualification standards written in 1983 and add definitions for seven other historic preservation disciplines that appear in the National Historic Preservation Act.

The 1997 version also provides guidance on how to measure qualifying credentials that was lacking in the 1983 *Standards*. In the 1997 version, this information is provided in a standardized format that provides examples of the academic degrees, work and academic products, and professional activities that would qualify a professional in a particular discipline.

Because the 1997 Standards give the clearest description of the current understanding of what a qualified professional is in each of the disciplines described in the National Historic Preservation Act, AHPP uses them as guidance on judging the qualifications of contractors or consultants working on projects funded by AHPP's CLG grant agreements. It is important to note that these are not intended to be requirements for ALL consultants or contractors working on a project, lead as well as entry-level. However, each project must contain a person in a lead, responsible project role with the requisite expertise.

House under renovation by owner who expects to occupy it in a few months. Is working with a cabinet maker/contractor who might attend the training. the room with windows will have some minimal furnishings in the future. The garage will be a shop and available for a work area. Also, porch is 12' wide to use as needed for work area.

1801 Beech





Workshop areas



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the Acting City Manager to enter into a contract for the U of A Way Sewer Extension Project. (TWU) Executive Director Gary Smith

AGENDA DATE: April 17, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Texarkana Water Utilities

PREPARED BY: Gary Smith, P.E., Executive Director

REQUEST: Resolution authorizing the Acting City Manager to enter into a contract for the U of A Way Sewer Extension Project.

EMERGENCY CLAUSE: N/A

SUMMARY: Resolution authorizing the Acting City Manager to enter into a contract for the U of A Way Sewer Extension Project in an amount not to exceed \$242,344.65. Bids were received ATTH 01 Tuesday, March 30, 2023, for the U of A Way Sewer Extension Project. Four contractors bid on the project. Barnwell Industries of Queen City, Texas, was the apparent low bidder with a low Base Bid of \$242,344.65 ATTH 02. This project consists of the placement of approximately 1,050 linear feet of eight-inch (8") sewer main, 1,000 linear feet of two-inch (2") sewer force main, four concrete manholes, one lift station, and all associated work and appurtenances. \$150,000.00 was budgeted in the Texarkana Water Utilities' 2022-2023 Budget; additional funds are available in the Arkansas Capital Improvement Fund.

EXPENSE REQUIRED: \$242,344.65

AMOUNT BUDGETED: \$242,344.65

**APPROPRIATION
REQUIRED:** \$242,344.65

**RECOMMENDED
ACTION:** Utility staff recommends approval.

EXHIBITS: Resolution, ATTH 01 Bid Summary, and ATTH 02 Bid Tabulation

RESOLUTION NO. _____

WHEREAS, after proper advertisement, Barnwell Industries of Queen City, Texas, submitted the low bid in the amount of \$242,344.65 for the U of A Way Sewer Extension Project (consisting of the placement of approximately 1,050 linear feet of eight-inch (8”) sewer main, 1,000 linear feet of two-inch (2”) sewer force main, four concrete manholes, one lift station, and all associated work and appurtenances along U of A Way); and

WHEREAS, \$150,000.00 was budgeted for this project and the remaining funds are available in and can be reallocated from the Arkansas Capital Improvement Fund; and

WHEREAS, Texarkana Water Utilities staff recommends approval;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the Acting City Manager is authorized to enter into a contract with Barnwell Industries for the purposes set forth above with funding from the sources so indicated.

PASSED AND APPROVED this 17th day of April, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

Bid Tabulation
 Extend Sewer To Houses Not Served
 U OF A WAY Sewer Extension
 Project No. 61-000-135131-A122341
 March 30, 2023

BASE BID:											
			RBIS, LLC		KAMPCO, Inc		BARNWELL Ind.		Stone Construction		
			Texarkana, AR		Texarkana, TX		Texarkana, TX		New Boston, TX		
Item	Quantity	Unit	Description	Unit Price	Total Bid	Unit Price	Total Bid	Unit Price	Total Bid	Unit Price	Total Bid
1	1	LS	Mobilization, Bonds, & Submittals	\$9,500.00	\$9,500.00	\$10,036.79	\$10,036.79	\$19,000.00	\$19,000.00		
2	11	STA	Right of Way Preparation	\$2,000.00	\$22,000.00	\$965.31	\$10,618.41	\$800.00	\$8,800.00	\$500.00	\$5,500.00
3	1050	LF	Furnish & Install 8" PVC SDR-26 Sewer Pipe By Open Cut	\$61.00	\$64,050.00	\$69.38	\$72,849.00	\$52.00	\$54,600.00	\$70.00	\$73,500.00
4	1000.97	LF	Furnish & Install 2" HDPE IPS, SDR-9 Force Main By Bore	\$34.00	\$34,032.98	\$38.70	\$38,737.54	\$45.00	\$45,043.65	\$25.00	\$25,024.25
5	1	EA	Furnish & Install Duplex Grinder Pump Station	\$40,500.00	\$40,500.00	\$59,322.07	\$59,322.07	\$75,000.00	\$75,000.00	\$38,560.85	\$38,560.85
6	1	EA	Furnish & Install Concrete Manhole #1	\$5,000.00	\$5,000.00	\$6,696.19	\$6,696.19	\$4,400.00	\$4,400.00	\$3,000.00	\$3,000.00
7	1	EA	Furnish & Install Concrete Manhole #2	\$5,000.00	\$5,000.00	\$6,306.69	\$6,306.69	\$4,400.00	\$4,400.00	\$3,000.00	\$3,000.00
8	1	EA	Furnish & Install Concrete Manhole #3	\$4,400.00	\$4,400.00	\$6,309.69	\$6,309.69	\$4,400.00	\$4,400.00	\$3,000.00	\$3,000.00
9	1	EA	Furnish & Install Concrete Manhole #4	\$4,400.00	\$4,400.00	\$6,309.69	\$6,309.69	\$4,400.00	\$4,400.00	\$3,000.00	\$3,000.00
10	1	LS	Furnish & Install Trench Protection	\$6,100.00	\$6,100.00	\$2,895.92	\$2,895.92	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
11	6	EA	Furnish & Install 8" X 4" Sewer Service Wye	\$2,400.00	\$14,400.00	\$1,733.52	\$10,401.12	\$500.00	\$3,000.00	\$750.00	\$4,500.00
12	1	EA	Core Drill Existing Manhole	\$2,400.00	\$2,400.00	\$1,447.96	\$1,447.96	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
13	1	EA	Connect 2" Force Main to Existing Manhole	\$2,400.00	\$2,400.00	\$965.31	\$965.31	\$500.00	\$500.00	\$1,000.00	\$1,000.00
14	16	LF	Furnish & Install 18" RCP Pipe	\$175.00	\$2,800.00	\$334.50	\$5,352.00	\$100.00	\$1,600.00	\$200.00	\$3,200.00
15	1	LS	Furnish & Install all Labor & Materials to Clean & Test Manholes	\$4,800.00	\$4,800.00	\$723.98	\$723.98	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
16	1	LS	Furnish & Install all Labor & Materials to Clean & Test Sewer Mains	\$4,800.00	\$4,800.00	\$723.98	\$723.98	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
17	1	LS	Furnish & Install Traffic Control, Signage, and Barricades	\$4,800.00	\$4,800.00	\$1,447.96	\$1,447.96	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
18	2334	SY	Furnish & Install Cellulose Fiber Mulch Seed	\$8.00	\$18,672.00	\$2.88	\$6,721.92	\$1.50	\$3,501.00	\$0.25	\$583.50
19	1050	LF	Furnish & Install Silt Fence	\$8.00	\$8,400.00	\$4.57	\$4,798.50	\$4.00	\$4,200.00	\$1.00	\$1,050.00
20	1	LS	Furnish & Install all Labor & Materials to Maintain all Erosion Control Measures	\$3,100.00	\$3,100.00	\$1,447.96	\$1,447.96	\$500.00	\$500.00	\$2,500.00	\$2,500.00
Total Amount of Base Bid					\$261,554.98		\$254,112.68		\$242,344.65		\$184,918.60

Prepared by Arthur Len McBride III, E.I.T.
 Certified Correct

The Total Amount of Base Bid differs from the (Lump Sum) Total Amount of Bid.

Kenneth L. Icenhower, Design Engineer, TWU

Bid Summary

U of A Way Sewer Extension

2:00 P.M. Tuesday, March 30, 2023

	<u>Base Bid</u>
1. RBIS, LLC Texarkana, Arkansas	\$ 261,554.98
2. Kampco, Inc. Texarkana, Arkansas	\$ 254,112.68
3. Barnwell Industries Queen City, Texas	\$ 242,344.65
4. Stone Construction New Boston, Texas	Bid Rejected

Time First Bid Opened: 2:00 P.M

Number of Bidders: 4

Apparent Low Bidder: Barnwell Industries



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution to purchase nine (9) 2023 Ford Police Vehicles from McLarty Ford. (TAPD) Assistant Chief Bobby Jordan
AGENDA DATE:	April 17, 2023
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Texarkana, Arkansas Police Department
PREPARED BY:	Assistant Chief Bobby Jordan

REQUEST:	Purchase nine (9) 2023 Ford Police Vehicles
EMERGENCY CLAUSE:	N/A

SUMMARY:	Resolution No. 2021-56 for four (4) Ford Police Vehicles in the amount of \$143,320.00 and Resolution No. 2022-16 for five (5) Ford Police vehicles in the amount of \$194,150.25 were never purchased from McLarty Ford due to no inventory. McLarty Ford has new inventory now and TAPD can purchase the nine (9) Ford vehicles at this time. The amount of \$339,521.55 was budgeted in previous years. The price for the new vehicles has increased to \$354,012.21. The additional \$14,490.66 will be allocated from a police turnback/reserve fund. (See purchase request form).
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EXPENSE REQUIRED:	\$354,012.21
AMOUNT BUDGETED:	\$339,521.55

APPROPRIATION REQUIRED:	Included in previous capital budgets
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RECOMMENDED ACTION:	Acting City Manager and staff recommend approval.
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EXHIBITS:	Resolution, purchase request, and dealership invoices
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RESOLUTION NO. _____

WHEREAS, pursuant to Resolutions 2021-56 and 2022-16, McLarty Ford submitted the low bids to purchase nine (9) Ford Police Vehicles and the Board approved their purchase; and

WHEREAS, the nine (9) vehicles were never purchased due to lack of inventory; and

WHEREAS, the nine (9) Police Vehicles are now in stock for the price of \$354,012.21; and

WHEREAS, \$339,521.55 was previously budgeted and the additional \$14,490.66 will be allocated from the police turnback/reserve fund; and

WHEREAS, the Acting City Manager and staff recommend approval;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the Acting City Manager is authorized to execute a contract and take such action as is reasonably necessary to acquire the vehicles described above and upon the terms so indicated.

PASSED AND APPROVED this 17th day of April, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney

Purchase Request Form

Division: **TAPD**

Section: **PATROL**

Date: **03/27/23**

Quantity	Price	Type of Item	Cost
9	39,334.69 each	2023 Ford Police Interceptor Explorer Hybrid Patrol vehicles	\$354,012.21
			\$0.00
			\$0.00
		Invoice Number	\$0.00
		Sub total	\$354,012.21
		Shipping, handling, taxes?	
		Total Expense	\$354,012.21

**Restricted capital carryover \$339,521.55 from
101-121-54058-50501 and 101-121-54200-50501**
Funding Source: **/ 2022 and 101-121-54058-50501 / 2023**
Police Reserve Fund \$14,490.66 from 401-0-54200-13009

Vendor: McLarty Ford
Address: 3232 Summerhill Rd.
Texarkana, Texas 75503
Purpose: Police patrol vehicles

Officer : **Capt. Bobby Jordan**

Approved: _____

Division Commander

(Are Bids/Justifications Attached?)

Comments:



March 24, 2023

City of Texarkana Arkansas
 Texarkana Arkansas Police Department
 100 North State Line Ave
 Texarkana, Texas 75501
 Attn: Jason Shores

Master Invoice
 Invoice Number 03242023

As per our agreement I am invoicing you for Nine (9) 2023 Ford Police Explorers according to the specifications that you have provided
 Agreed up on price for each is \$39,334.69 for a grand total of \$354,012.21

(9 ea).....2023 Ford Police Interceptor
 Black, 3.3L V6 Engine, *Hybrid version*
 keyed alike, 10 speed automatic transmission
 119" Wheelbase, All wheel drive
 Cloth front seats/ vinyl rear seats

Unit #1.....VIN....1FM5K8AW8PNA03920.....	\$39,334.69
Unit #2.....VIN....1FM5K8AW6PNA03933.....	\$39,334.69
Unit #3.....VIN....1FM5K8AW1PNA03936.....	\$39,334.69
Unit #4.....VIN....1FM5K8AW2PNA03945.....	\$39,334.69
Unit #5.....VIN....1FM5K8AW1PNA04018.....	\$39,334.69
Unit #6.....VIN....1FM5K8AW3PNA04036.....	\$39,334.69
Unit #7.....VIN....1FM5K8AW8PNA04050.....	\$39,334.69
Unit #8.....VIN....1FM5K8AW6PNA04046.....	\$39,334.69
Unit #9.....VIN....1FM5K8AWXPNA03966.....	\$39,334.69

Grand Total.....**\$354,012.21**

Mike Terrell
 McLarty Ford Sales

3232 Summerhill Rd. • Texarkana, TX 75503
(903) 792-7121 • Fax (903) 794-3801
www.mclarty.com



3232 Summerhill Road
 Phone (903) 792-7121
 Fax (903) 794-3801

03/18/2023

DATE

Deal #0012240

Cust #6810

Stock #D1152

MOTOR VEHICLE PURCHASE ORDER - INVOICE

PURCHASER CITY OF TEXARKANA ARKANSAS RES. PHONE 870-779-4971 BUS. PHONE 870-779-4971
 ADDRESS PO BOX 2711 CITY TEXARKANA STATE AR ZIP 71854
 COUNTY MILLER SOCIAL SECURITY # - - BUS. PHONE

2023 YEAR	FORD MAKE	EXPLORER POLICE SERIES	WAGON 4 DOOR BODY STYLE	3.3L ENGINE
1FM5K8AW8PNA03920 VEHICLE IDENTIFICATION NUMBER			ODOMETER	LICENSE NO.
				BLACK COLOR

Equipment to be
Installed or Removed

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.
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DISCLAIMER OF WARRANTIES

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However, if this vehicle is sold in conjunction with a service contract, to the extent allowed by law any implied warranty of merchantability or fitness for a particular purpose applicable to this vehicle is limited in duration to the duration of the manufacturer's written warranty.

Purchaser's Signature _____

PURCHASER AGREES THAT THIS ORDER INCLUDES ALL OF THE TERMS AND CONDITIONS: THAT THIS ORDER COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS RELATING TO THE SAID VEHICLE AND THAT THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

WE AGREE TO PURCHASE THE ABOVE DESCRIBED VEHICLE AS PER THE TERMS SET FORTH IN THIS ORDER BUT DO NOT HOLD McLARTY FORD LIABLE FOR FAILURE TO DELIVER BECAUSE OF ANY CONTINGENCIES THAT MAY OCCUR.

FOR THE PURPOSE OF SECURING CREDIT FROM YOU, I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT I HAVE ATTAINED THE AGE OF MAJORITY. I AUTHORIZE YOU TO CHECK MY CREDIT AND EMPLOYMENT HISTORY AND TO PROVIDE AND/OR OBTAIN INFORMATION ABOUT CREDIT EXPERIENCES WITH ME.

PURCHASER BY EXECUTION OF THIS ORDER ACKNOWLEDGES THAT HE HAS READ ITS TERMS AND CONDITIONS AND HAS RECEIVED A TRUE COPY OF THIS ORDER.

PURCHASER'S SIGNATURE _____

SALESMAN MICHAEL W TERRELL

ACCEPTED BY _____

Receipt # _____

UNIT PRICE		\$ 39305.94
REBATE TO: DEALER/CUSTOMER FLEET DEAL/QA774 20031P		NA
WINDOW ETCHING		NA
MAKE OF TRADE-IN	TYPE	TOTAL \$ 39305.94
YEAR	MODEL	
V.I.N.		TRADE ALLOWANCE
ODOMETER		NA
LICENSE		
TOTAL SALES (LESS TRADE)		\$ 39305.94
SALES TAX		NA
VEHICLE INVENTORY TAX		NA
ARK: COUNTY MILLER CITY TEXARKANA		
LICENSE-TITLE-SAFETY STICKER		28.75
DOCUMENTARY FEE		NA
TOTAL CASH PRICE		\$ 39334.69
PLUS PAY OFF TO:		NA
ADDRESS		
GOOD TILL: TALKED TO:		
LOAN ACCOUNT #		
PHONE #		
SUB-TOTAL		\$ 39334.69
LESS CASH TO BE PAID		\$ NA
TOTAL		\$ 39334.69
SERVICE CONTRACT		NA
TOTAL TO FINANCE		\$ 39334.69
LIFE INS.	NA	A & H INS. NA
TOTAL		\$ 39334.69
LIEN TO: CASH		
DRAFT THRU		



3232 Summerhill Road
 Phone (903) 792-7121
 Fax (903) 794-3801

03/18/2023

DATE
 Deal #0012241
 Cust #6810
 Stock #D1153

MOTOR VEHICLE PURCHASE ORDER - INVOICE

PURCHASER CITY OF TEXARKANA ARKANSAS RES. PHONE 870-779-4971 BUS PHONE 870-779-4971
 ADDRESS PO BOX 2711 CITY TEXARKANA STATE AR ZIP 71854
 COUNTY MILLER SOCIAL SECURITY # - - BUS. PHONE

2023 YEAR	FORD MAKE	EXPLORER POLICE SERIES	WAGON 4 DOOR BODY STYLE	3.3L ENGINE
1FM5K8AW6PNA03933 VEHICLE IDENTIFICATION NUMBER		ODOMETER	LICENSE NO.	BLACK COLOR

Equipment to be Installed or Removed

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UNIT PRICE		\$ 39305.94
REBATE TO: DEALER/CUSTOMER FLEET DEAL/QA774-20031P		NA
WINDOW ETCHING		NA
MAKE OF TRADE IN	TYPE	TOTAL \$ 39305.94
YEAR	MODEL	COLOR
V.I.N.		TRADE ALLOWANCE
ODOMETER		LICENSE
TOTAL SALES (LESS TRADE)		\$ 39305.94
SALES TAX		NA
VEHICLE INVENTORY TAX		NA
ARK: COUNTY MILLER		CITY TEXARKANA
LICENSE-TITLE- SAFETY STICKER		28.75
DOCUMENTARY FEE		NA
TOTAL CASH PRICE		\$ 39334.69
PLUS PAY OFF TO:		NA
ADDRESS		
GOOD TILL: TALKED TO:		
LOAN ACCOUNT #		
PHONE #		
SUB TOTAL		\$ 39334.69
LESS CASH TO BE PAID		\$ NA
TOTAL		\$ 39334.69
SERVICE CONTRACT		NA
TOTAL TO FINANCE		\$ 39334.69
LIFE INS.	NA	A & H INS. NA
TOTAL		\$ 39334.69

DISCLAIMER OF WARRANTIES

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Purchaser's Signature _____

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PURCHASER'S SIGNATURE _____

SALESMAN MICHAEL W TERRELL

ACCEPTED BY _____

Receipt # _____

LIEN TO: CASH

DRAFT THRU _____



3232 Summerhill Road
 Phone (903) 792-7121
 Fax (903) 794-3801

03/09/2023
 DATE
 Deal #0011923
 Cust #6810
 Stock #D1154

MOTOR VEHICLE PURCHASE ORDER - INVOICE

PURCHASER CITY OF TEXARKANA ARKANSAS RES. PHONE 870-779-4971 BUS. PHONE 870-779-4971
 ADDRESS PO BOX 2711 CITY TEXARKANA STATE AR ZIP 71854

COUNTY MILLER SOCIAL SECURITY # - - BUS. PHONE

2023 YEAR	FORD MAKE	EXPLORER POLICE SERIES	WAGON 4 DOOR BODY STYLE	3.3L ENGINE
1FM5K8AW1PNA03936 VEHICLE IDENTIFICATION NUMBER			ODOMETER	LICENSE NO.
				BLACK COLOR

**Equipment to be
Installed or Removed**

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Purchaser's Signature _____

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PURCHASER'S SIGNATURE _____

SALESMAN MICHAEL W TERRELL

ACCEPTED BY _____

Receipt # _____

UNIT PRICE	\$ 39305.94
REBATE TO: DEALER/CUSTOMER FLEET DEAL/QA774 20031P	NA
WINDOW ETCHING	NA
MAKE OF TRADE-IN	TYPE
YEAR	MODEL
V.I.N.	COLOR
ODOMETER	LICENSE
TOTAL SALES (LESS TRADE)	\$ 39305.94
SALES TAX	NA
VEHICLE INVENTORY TAX	NA
ARK: COUNTY MILLER	CITY TEXARKANA
LICENSE-TITLE-SAFETY STICKER	28.75
DOCUMENTARY FEE	NA
TOTAL CASH PRICE	\$ 39334.69
PLUS PAY OFF TO:	NA
ADDRESS	
GOOD TILL:	TALKED TO:
LOAN ACCOUNT #	
PHONE #	
SUB-TOTAL	\$ 39334.69
LESS CASH TO BE PAID	\$ NA
TOTAL	\$ 39334.69
SERVICE CONTRACT	NA
TOTAL TO FINANCE	\$ 39334.69
LIFE INS. NA	A & H INS. NA
TOTAL	\$ 39334.69
LIEN TO: CASH	
DRAFT THRU	



3232 Summarhill Road
 Phone (903) 792-7121
 Fax (903) 794 3801

03/21/2023

DATE

Deal #0012261

Cust #6810

Stock #D1155

MOTOR VEHICLE PURCHASE ORDER - INVOICE

PURCHASER CITY OF TEXARKANA ARKANSAS RES. PHONE 870-779-4971 BUS. PHONE 870-779-4971

ADDRESS PO BOX 2711 CITY TEXARKANA STATE AR ZIP 71854

COUNTY MILLER SOCIAL SECURITY # - - - BUS. PHONE

2023 YEAR	FORD MAKE	EXPLORER POLICE SERIES	WAGON 4 DOOR BODY STYLE	3.3L ENGINE
1FM5K8AW2PNA03945 VEHICLE IDENTIFICATION NUMBER		ODOMETER	LICENSE NO.	BLACK COLOR

Equipment to be Installed or Removed

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UNIT PRICE	\$ 39305.94
REBATE TO: DEALER/CUSTOMER FLEET DEAL/QA774-20031P	NA
WINDOW ETCHING	NA
MAKE OF TRADE-IN	TYPE
YEAR	MODEL
V.I.N.	COLOR
ODOMETER	LICENSE
TOTAL SALES (LESS TRADE)	\$ 39305.94
SALES TAX	NA
VEHICLE INVENTORY TAX	NA
ARK: COUNTY MILLER	CITY TEXARKANA
LICENSE TITLE- SAFETY STICKER	28.75
DOCUMENTARY FEE	NA
TOTAL CASH PRICE	\$ 39334.69
PLUS PAY OFF TO:	NA
ADDRESS	
GOOD TILL:	TALKED TO:
LOAN ACCOUNT #	
PHONE #	
SUB-TOTAL	\$ 39334.69
LESS CASH TO BE PAID	\$ NA
TOTAL	\$ 39334.69
SERVICE CONTRACT	NA
TOTAL TO FINANCE	\$ 39334.69
LIFE INS. NA	A & H INS NA
TOTAL	\$ 39334.69

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PURCHASER BY EXECUTION OF THIS ORDER ACKNOWLEDGES THAT HE HAS READ ITS TERMS AND CONDITIONS AND HAS RECEIVED A TRUE COPY OF THIS ORDER

PURCHASER'S SIGNATURE _____

SALESMAN MICHAEL W TERRELL

ACCEPTED BY _____

Receipt # _____

LIEN TO CASH

DRAFT THRU _____



3232 Summerhill Road
 Phone (903) 792-7121
 Fax (903) 794-3801

03/14/2023

DATE

Deal #0012213
 Cust #6810
 Stock #D1156

MOTOR VEHICLE PURCHASE ORDER - INVOICE

PURCHASER CITY OF TEXARKANA ARKANSAS RES. PHONE 870-779-4971 BUS. PHONE 870-779-4971
 ADDRESS PO BOX 2711 CITY TEXARKANA STATE AR ZIP 71854
 COUNTY MILLER SOCIAL SECURITY # - - BUS. PHONE

2023 YEAR	FORD MAKE	EXPLORER POLICE SERIES	WAGON 4 DOOR BODY STYLE	3.3L ENGINE
1FM5K8AWXPNA03966 VEHICLE IDENTIFICATION NUMBER		ODOMETER		LICENSE NO. BLACK COLOR

Equipment to be Installed or Removed

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.
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UNIT PRICE		\$ 39305.94
REBATE TO: DEALER/CUSTOMER FLEET DEAL/QA774 20031P		NA
WINDOW ETCHING		NA
MAKE OF TRADE-IN	TYPE	TOTAL \$ 39305.94 TRADE ALLOWANCE
YEAR	MODEL	
V.I.N.	COLOR	NA
ODOMETER	LICENSE	
TOTAL SALES (LESS TRADE)		\$ 39305.94
SALES TAX		NA
VEHICLE INVENTORY TAX		NA
ARK: COUNTY MILLER CITY TEXARKANA		
LICENSE TITLE- SAFETY STICKER		28.75
DOCUMENTARY FEE		NA
TOTAL CASH PRICE		\$ 39334.69
PLUS PAY OFF TO:		NA
ADDRESS		
GOOD TILL:	TALKED TO:	
LOAN ACCOUNT #		
PHONE #		
SUB TOTAL		\$ 39334.69
LESS CASH TO BE PAID		\$ NA
TOTAL		\$ 39334.69
SERVICE CONTRACT		NA
TOTAL TO FINANCE		\$ 39334.69
LIFE INS.	NA	A & H INS. NA
TOTAL		\$ 39334.69
LIEN TO: CASH		
DRAFT THRU		

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PURCHASER'S SIGNATURE _____

SALESMAN MICHAEL W TERRELI

ACCEPTED BY _____

Receipt # _____



3232 Summerhill Road
 Phone (903) 792-7121
 Fax (903) 794-3801

03/18/2023

DATE
 Deal #0012242
 Cust #6810
 Stock #D1157

MOTOR VEHICLE PURCHASE ORDER - INVOICE

PURCHASER CITY OF TEXARKANA ARKANSAS RES. PHONE 870-779-4971 BUS. PHONE 870-779-4971
 ADDRESS PO BOX 2711 CITY TEXARKANA STATE AR ZIP 71854

COUNTY MILLER SOCIAL SECURITY # - - BUS. PHONE _____

2023	FORD	EXPLORER POLICE	WAGON 4 DOOR	3.3L
YEAR	MAKE	SERIES	BODY STYLE	ENGINE
1FM5K8AW1PNA04018				BLACK
VEHICLE IDENTIFICATION NUMBER		ODOMETER	LICENSE NO.	COLOR

Equipment to be
 Installed or Removed

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However, if this vehicle is sold in conjunction with a service contract, to the extent allowed by law any implied warranty of merchantability or fitness for a particular purpose applicable to this vehicle is limited in duration to the duration of the manufacturer's written warranty.

Purchaser's Signature _____

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PURCHASER'S SIGNATURE _____

SALESMAN MICHAEL W TERRELL

ACCEPTED BY _____

Receipt # _____

UNIT PRICE	\$ 39305.94
REBATE TO: DEALER/CUSTOMER FLEET DEAL/QA774-2031P	NA
WINDOW ETCHING	NA
MAKE OF TRADE-IN	TYPE
YEAR	MODEL
V.I.N.	COLOR
ODOMETER	LICENSE
TOTAL SALES (LESS TRADE)	\$ 39305.94
SALES TAX	NA
VEHICLE INVENTORY TAX	NA
ARK: COUNTY MILLER	CITY TEXARKANA
LICENSE-TITLE- SAFETY STICKER	28.75
DOCUMENTARY FEE	NA
TOTAL CASH PRICE	\$ 39334.69
PLUS PAY OFF TO:	NA
ADDRESS	
GOOD TILL:	TALKED TO:
LOAN ACCOUNT #	
PHONE #	
SUB-TOTAL	\$ 39334.69
LESS CASH TO BE PAID	\$ NA
TOTAL	\$ 39334.69
SERVICE CONTRACT	NA
TOTAL TO FINANCE	\$ 39334.69
LIFE INS. NA	A & H INS. NA
TOTAL	\$ 39334.69
LIEN TO: CASH	
DRAFT THRU	



3232 Summerhill Road
 Phone (903) 792-7121
 Fax (903) 794-3801

03/18/2023

DATE

Deal #0012243

Cust #6810

Stock #D1158

MOTOR VEHICLE PURCHASE ORDER - INVOICE

PURCHASER CITY OF TEXARKANA ARKANSAS RES. PHONE 870-779-4971 BUS. PHONE 870-779-4971
 ADDRESS PO BOX 2711 CITY TEXARKANA STATE AR ZIP 71854

COUNTY MILLER SOCIAL SECURITY # - - BUS. PHONE

2023 YEAR	FORD MAKE	EXPLORER POLICE SERIES	WAGON 4 DOOR BODY STYLE	3.3L ENGINE
1FM5K8AW3PNA04036 VEHICLE IDENTIFICATION NUMBER		ODOMETER		LICENSE NO.
				BLACK COLOR

Equipment to be
Installed or Removed

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Purchaser's Signature _____

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PURCHASER'S SIGNATURE _____

SALESMAN MICHAEL W TERRELL

ACCEPTED BY _____

Receipt # _____

UNIT PRICE		\$ 39305.94
REBATE TO: DEALER/CUSTOMER FLEET DEAL/QA774-20031P		NA
WINDOW ETCHING		NA
MAKE OF TRADE-IN	TYPE	TOTAL \$ 39305.94
YEAR	MODEL	COLOR
V.I.N.		TRADE ALLOWANCE
		NA
ODOMETER	LICENSE	
TOTAL SALES (LESS TRADE)		\$ 39305.94
SALES TAX		NA
VEHICLE INVENTORY TAX		NA
ARK: COUNTY MILLER CITY TEXARKANA		
LICENSE-TITLE-SAFETY STICKER		28.75
DOCUMENTARY FEE		NA
TOTAL CASH PRICE		\$ 39334.69
PLUS PAY OFF TO:		NA
ADDRESS		
GOOD TILL:	TALKED TO:	
LOAN ACCOUNT #		
PHONE #		
SUB-TOTAL		\$ 39334.69
LESS CASH TO BE PAID		\$ NA
TOTAL		\$ 39334.69
SERVICE CONTRACT		NA
TOTAL TO FINANCE		\$ 39334.69
LIFE INS. NA	A & H INS. NA	NA
TOTAL		\$ 39334.69
LIEN TO CASH		
DRAFT THRU		



3232 Summerhill Road
 Phone (903) 792-7121
 Fax (903) 794-3801

03/21/2023

DATE

Deal #0012260

Cust #6810

Stock #D1159

MOTOR VEHICLE PURCHASE ORDER - INVOICE

PURCHASER CITY OF TEXARKANA ARKANSAS RES. PHONE 870-779-4971 BUS. PHONE 870-779-4971
 ADDRESS PO BOX 2711 CITY TEXARKANA STATE AR ZIP 71854
 COUNTY MILLER SOCIAL SECURITY # - - - BUS. PHONE

2023 YEAR	FORD MAKE	EXPLORER POLICE SERIES	WAGON 4 DOOR BODY STYLE	3.3L ENGINE
1FM5K8AW6PNA04046 VEHICLE IDENTIFICATION NUMBER			ODOMETER	LICENSE NO.
				BLACK COLOR

Equipment to be Installed or Removed

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UNIT PRICE		\$ 39305.94
REBATE TO: DEALER/CUSTOMER FLEET DEAL/QA774-20031P		NA
WINDOW ETCHING		NA
MAKE OF TRADE-IN	TYPE	TOTAL \$ 39305.94
YEAR	MODEL	TRADE ALLOWANCE
V.I.N.	COLOR	NA
ODOMETER	LICENSE	
TOTAL SALES (LESS TRADE)		\$ 39305.94
SALES TAX		NA
VEHICLE INVENTORY TAX		NA
ARK: COUNTY MILLER CITY TEXARKANA		
LICENSE-TITLE- SAFETY STICKER		28.75
DOCUMENTARY FEE		NA
TOTAL CASH PRICE		\$ 39334.69
PLUS PAY OFF TO:		NA
ADDRESS		
GOOD TILL:	TALKED TO:	
LOAN ACCOUNT #		
PHONE #		
SUB TOTAL		\$ 39334.69
LESS CASH TO BE PAID		\$ NA
TOTAL		\$ 39334.69
SERVICE CONTRACT		NA
TOTAL TO FINANCE		\$ 39334.69
LIFE INS. NA	A & H INS. NA	NA
TOTAL		\$ 39334.69

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PURCHASER'S SIGNATURE _____

SALESMAN MICHAEL W TERRELL

ACCEPTED BY _____

Receipt # _____

LIEN TO CASH

DRAFT THRU _____



3232 Sumnerhill Road
 Phone (903) 792-7121
 Fax (903) 794-3801

03/18/2023

DATE
 Deal #0012244
 Cust #6810
 Stock #D1160

MOTOR VEHICLE PURCHASE ORDER - INVOICE

PURCHASER CITY OF TEXARKANA ARKANSAS RES. PHONE 870-779-4971 BUS. PHONE 870-779-4971
 ADDRESS PO BOX 2711 CITY TEXARKANA STATE AR ZIP 71854
 COUNTY MILLER SOCIAL SECURITY # - - - - - BUS. PHONE - - - - -

2023 YEAR	FORD MAKE	EXPLORER 4-DOOR SERIES	K8A BODY STYLE	3.3L ENGINE
1FM5K8AW8PNA04050 VEHICLE IDENTIFICATION NUMBER		ODOMETER	LICENSE NO.	BLACK COLOR

Equipment to be Installed or Removed

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PURCHASER'S SIGNATURE _____

SALESMAN MICHAEL W TERRELL

ACCEPTED BY _____

Receipt # _____

UNIT PRICE		\$ 39305.94
REBATE TO: DEALER/CUSTOMER FLEET DEAL/QA774-20031P		NA
WINDOW ETCHING		NA
MAKE OF TRADE-IN	TYPE	TOTAL \$ 39305.94
YEAR	MODEL	
V.I.N.	COLOR	TRADE ALLOWANCE
ODOMETER	LICENSE	NA
TOTAL SALES (LESS TRADE)		\$ 39305.94
SALES TAX		NA
VEHICLE INVENTORY TAX		NA
ANK: COUNTY MILLER CITY TEXARKANA		
LICENSE-TITLE-SAFETY STICKER		28.75
DOCUMENTARY FEE		NA
TOTAL CASH PRICE		\$ 39334.69
PLUS PAY OFF TO:		NA
ADDRESS		
GOOD TILL:	TALKED TO:	
LOAN ACCOUNT #		
PHONE #		
SUB-TOTAL		\$ 39334.69
LESS CASH TO BE PAID		\$ NA
TOTAL		\$ 39334.69
SERVICE CONTRACT		NA
TOTAL TO FINANCE		\$ 39334.69
LIFE INS.	NA	A & H IRS. NA
TOTAL		\$ 39334.69
LIEN TO: CASH		
OR/AF THRU		

RESOLUTION NO. _____

WHEREAS, Tyrhonda Henderson was appointed Acting City Manager on April 3, 2023, and will hold that position until a full-time City Manager can be appointed; and

WHEREAS, the Board of Directors and Ms. Henderson have reached an agreement whereby Ms. Henderson will serve as Acting City Manager on a month-to-month basis at \$66.32 per hour, or \$137,945.60 annually, prorated on a monthly basis and for any partial month, and paid by the City in bi-weekly installments; and

WHEREAS, Ms. Henderson will return to her previous position and salary once a full-time City Manager is appointed; and

WHEREAS, Ms. Henderson commenced work immediately after being appointed on April 3, 2023, and, as a result, compensation back to that date shall be paid by the City;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that the Acting City Manager Tyrhonda Henderson shall be paid upon the terms and conditions stated herein.

PASSED AND APPROVED this 17th day of April, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution to approve a contribution of \$200,000 to the City of Texarkana, Texas, for the purchase of Union Station as part of the Texarkana Union Station redevelopment project. (FIN) Acting City Manager/Finance Director TyRhonda Henderson

AGENDA DATE: April 17, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Finance Department

PREPARED BY: TyRhonda Henderson, Acting City Manager/Finance Director

REQUEST: N/A

EMERGENCY CLAUSE: N/A

SUMMARY: On March 3, 2023, the Cities of Texarkana, Arkansas, and Texarkana, Texas, and Amtrak signed a letter of intent (LOI) as a good faith agreement regarding the Texarkana Union Station redevelopment project. The LOI also expresses the intention of Amtrak's future plans for the current operations and the potential to access funds they have available to do improvements to Union Station. This site has been around since the founding of both Cities, and they realize that its restoration is vital to successful downtown revitalization. With potential funds from the CRISI grant program for building acquisition and preliminary engineering and other potential funds from tax credits and Amtrak's improvement funds, the cities will move the renovation project forward.

EXPENSE REQUIRED: \$200,000

AMOUNT BUDGETED: \$200,000

**APPROPRIATION
REQUIRED:** \$0

**RECOMMENDED
ACTION:** Acting City Manager and staff recommend approval

EXHIBITS: Resolution, Invoice, and Letter of Intent

RESOLUTION NO. _____

WHEREAS, on March 3, 2023, the Cities of Texarkana, Arkansas, Texarkana, Texas, and Amtrak signed a Letter of Intent (LOI) as a good faith agreement regarding the redevelopment of Union Station in Downtown Texarkana; and

WHEREAS, the LOI expresses the intention of Amtrak's future plans for its operations and the potential to access funds they have available to improve Union Station; and

WHEREAS, the site has been around since the founding of both Cities, and the Cities realize that its restoration is vital to successful downtown revitalization; and

WHEREAS, the next step in the redevelopment project is the purchase of Union Station; and

WHEREAS, Texarkana, Arkansas, previously budgeted \$200,000 to be paid to the City of Texarkana, Texas, for the purchase of Union Station; and

WHEREAS, the Acting City Manager and staff recommend approval;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that \$200,000 shall be paid to the City of Texarkana, Texas, for the purchase of Union Station.

PASSED AND APPROVED this 17th day of April, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney



DATE	INVOICE NO
3/16/2023	0003432

BILL TO
City of Texarkana, Arkansas Attn: Tyrhonda Henderson P. O Box 2711 Texarkana, AR 75504

DUE DATE
4/16/2023

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						144,387.57
Union Station Redevelopment:						
Donation Fund PC&D	1.00	200,000.00	200,000.00	0.00	0.00	200,000.00
		INVOICE TOTAL:	200,000.00	0.00	0.00	200,000.00

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (903) 798-3900

DUE DATE	INVOICE NO
4/16/2023	0003432

Customer Name: City of Texarkana, Arkansas
Customer No: 000276
Account No: 0000024

Please remit payment by the due date to:

City of Texarkana Texas
220 Texas Boulevard
Texarkana, TX 75501

Invoice Total: 200,000.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 344,387.57

INVOICE BALANCE: \$200,000.00
AMOUNT PAID: _____



Letter of Intent LOI

Among the City of Texarkana, Texas, the City of Texarkana, Arkansas, and Amtrak

This Letter of Intent (LOI) is made and entered into this 3rd day of March, 2023, by the City of Texarkana, Texas, the City of Texarkana, Arkansas, "Cities," and Amtrak, a national passenger railroad company of the United States. The purpose of this LOI is to undertake good faith agreement in regard to the Texarkana Union Station redevelopment. This LOI will also express the intention of Amtrak future plans for the current operations and the potential to access funds that they have available to do improvements to Union Station.

The Project

The site is currently an eye-sore and one of the only remaining non-renovated union station facilities along the Amtrak Texas Eagle Route. Additionally, the only operating portion of the site needs repairs to make the site more ADA friendly for passengers. This site has been around since the founding of both cities, and they realize that its restoration is vital to a successful downtown revitalization, which is part of the cities' comprehensive plans.

This project will preserve the building's rich history while contributing to the economic growth that has started in downtown Texarkana and will improve passenger safety and inclusion. With potential funds from the CRISI Grant program for building acquisition and preliminary engineering and other potential funds from tax credits and Amtrak's improvement funds, the Cities will move this renovation project forward.

The redevelopment of Union Station will include but not be limited to passenger station amenity improvements and ADA accessibility upgrades that will result in emissions reduction benefits that lead to public health benefits, reduced pavement maintenance costs and other community economic development benefits. The station would become a multi-purpose building with passenger rail, grocery store, offices, event space, incubator space, and a multi-modal network to include rail, the Texarkana Urban Transit District office and bus stop, a regional bus station, and bike rails-to-trails connecting to the building and downtown

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Intent as the date indicated above.

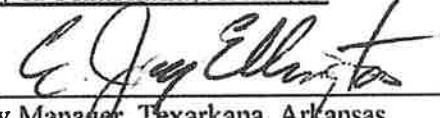
City of Texarkana, Texas



City Manager, Texarkana, Texas

3-3-23
Date

City of Texarkana, Arkansas



City Manager, Texarkana, Arkansas

3-3-23
Date

Amtrak

Title

Date



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt an Ordinance waiving competitive bidding and authorizing the Acting City Manager to enter into agreements with Harris Systems USA, Inc., for software licenses, services, and support related to the CitySuite accounting and human resource management software, hosting, and additional years of conversion. (FIN) Acting City Manager/Finance Director TyRhonda Henderson

An emergency clause is requested. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the Board. (Hdbk. Const. Amend 7)

AGENDA DATE: April 17, 2023

ITEM TYPE: Ordinance Resolution Other : _____

DEPARTMENT: Finance Department

PREPARED BY: TyRhonda Henderson, Acting City Manager/Finance Director

REQUEST: N/A

EMERGENCY CLAUSE: Yes

SUMMARY: The Finance Department has operated on the same accounting software, Harris Select (Wintegrate) since 1999. This software is outdated and cannot be upgraded. The software is currently being hosted by TWU on an AIX server that is also outdated and will be costly to repair, if possible, if it ever goes down. We are asking to waive competitive bidding and enter into agreements with Harris Systems USA, Inc., for software licenses, services, and support related to the City Suite accounting and human resources management software, hosting, and additional years of conversion. Harris Systems USA, Inc., is the same company the City used to purchase the original software and they have the ability to convert and bring forward 4 years of accounting data into the new accounting platform without the requirement of dual entries. This request includes onetime fees of \$4,500 for software licenses, \$129,325 for professional fees related to software, \$18,458 for travel, and \$27,000 for conversion of 2 additional years of data. The ongoing annual fees related to this request are annual support and maintenance of \$101,212 for the first year and \$76,407.82 moving forward and hosting of \$30,000.

EXPENSE REQUIRED: \$209,283

AMOUNT BUDGETED: \$150,000

APPROPRIATION \$59,283
REQUIRED:

RECOMMENDED Acting City Manager and staff recommend approval
ACTION:

EXHIBITS: Ordinance, Harris Master License Support and Services Agreement,
Harris Hosting Agreement, and Additional Years Conversion Quote

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING; AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO AGREEMENTS WITH HARRIS SYSTEMS USA, INC., FOR SOFTWARE LICENSES, SERVICES, AND SUPPORT RELATED TO CITYSUITE ACCOUNTING AND HUMAN RESOURCE MANAGEMENT SOFTWARE, HOSTING, AND ADDITIONAL YEARS OF CONVERSION; FOR DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the Finance Department of Texarkana, Arkansas, has operated on the same accounting software since 1999 and the software is outdated and cannot be upgraded; and

WHEREAS, Harris Systems USA, Inc., has submitted a proposal to upgrade the Finance Department's software at a total cost \$209,283; and

WHEREAS, \$150,000 was budgeted for this expense, however, the actual expense is \$209,283, necessitating an appropriation of \$59,283; and

WHEREAS, Harris Systems USA, Inc., is the same company the City used to purchase the original software and they have the unique ability to convert and bring forward accounting data into the new accounting platform; and

WHEREAS, pursuant to Ark. Code Ann. § 14-47-138, the Board of Directors may waive the requirements of competitive bidding in exceptional situations where competitive bidding is not feasible; and

WHEREAS, it is not feasible or practicable to engage in competitive bidding because Harris Systems USA, Inc., is considered a sole source; and

WHEREAS, in consideration of and for the reasons set forth above, the Finance Department does request that any competitive bidding practices otherwise required by

applicable statute and ordinance be waived as permitted by Ark. Code Ann. § 14-47-138 and § 2-27 of the *City of Texarkana, Arkansas, Code of Ordinances* and the purchase of the items described above be approved;

WHEREAS, the Acting City Manager and Staff recommend approval;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas:

Section 1: The competitive bidding practices contemplated by applicable law and ordinance are waived and the Acting City Manager is authorized to enter into any agreement with Harris Systems USA, Inc., for software licenses, services, and support related to CitySuite accounting and human resource management software, hosting, and additional years of conversion described herein on the terms, conditions, and in an amount not to exceed \$209,283.

Section 2: This action being necessary for the preservation of the public peace, health, and safety (including the need to commence prompt acquisition and installation of said needed software and support), and a separate and distinct vote having been taken on this emergency clause, an emergency is therefore declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 17th day of April, 2023.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

Joshua L. Potter, City Attorney



Company Address 1224 Fern Ridge Parkway
 Suite 100
 Creve Coeur, MO 63141
 US

Created Date 2/1/2023
 Expiration Date 8/31/2023
 Quote Number 00003929

Prepared By Carol Oberlohr
 Email moberlohr@harriscomputer.com

Account Name City of Texarkana

Product	Product Description	Line Item Description	Sales Price	Total Price
CitySuite Professional Services	CitySuite Professional Services Costs	2 additional years of conversion for a total of 4 years. Includes General Ledger, Budgeting, Procurement, Accounts Payable, Misc. Accounts Receivable, Grants & Projects, Cash Receipts, HR & Payroll.	\$27,000.00	\$27,000.00
TERMS-50/50 Test	Payment Terms: 50% due upon signing. The balance will be invoiced upon deployment to test environment for testing and due Net 30.		\$0.00	\$0.00

Subtotal \$27,000.00
 Discount 0.00%
 Grand Total \$27,000.00

Acceptance:

 Signature of Authorized Representative

Print Name: _____

Print Title: _____

Date: _____

This quote, and the Professional Services outlined herein, are exclusively governed by the terms and conditions, including any limits of liability therein, of the Master License and Support Agreement between Harris Systems USA, Inc. and the above listed party. Said terms and conditions shall override any conflicting, amending and/or additional terms contained in any order, supplemental terms, or other purchasing document submitted by the above listed party; and N. Harris Computer Corporation does not consent to, or acknowledge, any such additional terms contained in any order, supplemental terms, or other purchasing document that may be submitted by the above listed party with this quote.

Thank you for choosing Harris Enterprise Resource Planning.

Hosting Service Agreement

This **Hosting Service Agreement** (the "**Agreement**"), is entered into on April 17, 2023 (the "**Effective Date**") by and between City of Texarkana, Arkansas, 216 Walnut Street, Texarkana, AR 71854 ("**Customer**") and Harris Systems, USA, Inc., 1224 Fern Ridge Pkwy., Suite 100, Creve Coeur, MO 6341 ("**Harris**").

WHEREAS:

- (a) Customer has licensed certain Harris software products pursuant to a Software License, Maintenance and Services Agreement entered into between the parties dated April 17, 2023 (the "**Software License Agreement**");
- (b) Customer has requested certain application hosting services for such software from Harris and Harris has agreed to provide such hosting services to Customer on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

The following terms shall have the meaning set out below, all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

- (a) "**Annual Hosting Fees**" means the annual Hosting fees set out in Schedule "A" of this Agreement.
- (b) "**Change Order**" means any written documentation between the Customer and Harris evidencing their agreement to change particular aspects of this Agreement.
- (c) "**Completion of Services**" means the Professional Services are complete and shall be deemed to have occurred on the date which the Customer commences using the Hosting Services.
- (d) "**Confidential Information**" means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of Harris shall include, without limitation, the Software, the Documentation, and any information with respect to the Hosting Services that Harris may provide to Customer from time to time, including without limitation, all information disclosed by Harris relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction.
- (e) "**Data**" means all data that is provided by Customer to Harris and all other content transmitted, posted, received or created through Customer's use of the Hosting Services or the Software.
- (f) "**Documentation**" means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer.
- (g) "**Fees**" means the Annual Hosting Fees and Professional Services Fees.

- (h) **“Professional Service(s)”** means those professional service(s) listed in Schedule “A” to this Agreement.
- (i) **“Professional Services Fees”** means the professional service(s) fees set out in Schedule “A” of this Agreement.
- (j) **“Hosting Services”** means the hosting services to be provided by or on behalf of Harris under this Agreement that includes hosting, monitoring, operating and maintaining the Software on hardware and related equipment at a site owned or controlled by Harris and the delivery of non-exclusive access via a virtual private connection (VPN) to the Customer to use the Software granted to the Customer pursuant to Section 2 hereof. The Hosting Services shall also include storing all data entered and maintained by Users through use of the Software.
- (k) **“Software”** means the software product(s) including all upgrades and upgrades that Harris licensed to Customer pursuant to the Software License Agreement and as listed in Schedule “A” of said Software License Agreement.
- (l) **“Software License Agreement”** shall have the meaning ascribed to it in the Recitals.
- (m) **“Support Services”** means those support services provided pursuant to Schedule “D” of the Software License Agreement.
- (n) **“Third Party Components”** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that Harris or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Hosting Services.
- (o) **“User”** means an employee or agent of Customer that has been authorized by the Customer in writing to access and use the Software solely for such Customer’s internal use as part of the Hosting Services.

2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, payment by Customer of the Annual Hosting Fees, Harris hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term to allow Users to access and use the Hosting Services solely in connection with its use of the Software as permitted pursuant to the Software License Agreement.

3. Fees

In consideration of receiving the Hosting Services and the Professional Services, Customer agrees to pay to Harris the Fees as described in this Section 3 and Schedule “A” in accordance with the payment terms set out in Schedule “A”.

The Annual Hosting Fees, Professional Services Fees, and any other fees set out in this Agreement are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Harris’ net income).

If any Fees are not paid when due, then at Harris’ discretion, (a) such Fees may accrue late interest at the rate of 1.5% (18% per annum) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such fee was due until the date paid, and/or (b)] Harris may suspend the Service, including all Customer access to the Service, pursuant to Section 11(b).

4. Hosting Services Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period to be coterminous with the term stated in the Software License Agreement. The Hosting Services term shall be automatically renewed for successive one (1) year periods (each a “Renewal Term”) subject to

Harris' then-current price structure unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term".

5. Restrictions on Use

In addition to its termination rights under Section 11, Harris may restrict or limit Customer's access to the Hosting Services if Harris reasonably determines that Customer has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in Harris' reasonable opinion poses any risk of any kind or nature to Harris or its service providers' network, business or other customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, Harris will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Hosting Services and will promptly restore Customer's access after Harris has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Harris reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Customer in connection with its use of the Hosting Services that Harris determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Harris or its service provider's network, business or other customers.

- (a)** Except as expressly provided herein, the Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Hosting Services or the Software except as expressly permitted by this Agreement and the Software License Agreement without the prior written consent of Harris.
- (b)** The Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Software or attempt to otherwise convert or alter the Software into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
- (c)** No third party, other than duly authorized agents or employees of the Customer authorized pursuant to Section 2 hereunder, shall have access to or use of the Software.
- (d)** The Customer shall not copy, frame or mirror any part or content of the Hosting Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
- (e)** The Customer shall not access the Hosting Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of Harris.
- (f)** The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Hosting Services, any data, material or Information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.
- (g)** The Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Hosting Services and shall not attempt to gain unauthorized access to the Hosting Services or such services or networks connected to the system used to provide the Hosting Services.
- (h)** The Customer shall not provide the results of using the Hosting Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.

6. Hosting Services

- (a)** Harris shall provide all facilities, equipment, software and services required to deliver the Hosting Services. Harris shall have the right to manage all resources used in providing the Hosting Services, as Harris deems appropriate. The system resources that are used by Harris to provide the Hosting Services may be used for the applications of other Harris customers or third parties.

- (b) Harris shall host and provide access to the Software to Users. Such access shall be provided twenty four (24) hours per day, seven (7) days per week, subject to scheduled periods of non-availability as described in Schedule "B". Harris' liability to Customer, in the unlikely event that said Hosting Services becomes unavailable in violation of Schedule "B", shall be limited to a service credit equal to a pro-rata amount of the corresponding monthly Hosting Fee; said pro-rata amount calculated by dividing the period of unavailability by the total possible available hours in the given month. Any request for credit must be made of Harris within 15 days of the Service Interruption.
- (c) Harris reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software. Harris shall inform Customer of such criteria but Harris shall be free to implement such criteria at any time without prior written warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, Harris reserves its rights to not grant to such Users access to the Software. Harris reserves its rights to restrict access to the Software to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software.
- (e) Harris shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure access to the Software. Customer, not Harris, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the Software.
- (f) Harris shall comply with the terms and conditions regarding access and use of Data as set out in Section 13 of this Agreement.
- (g) Customer acknowledges that in order to provide the Hosting Services Harris may be required to purchase access the Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to Harris and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by Harris to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Harris' control, then (a) Harris shall not be in breach hereof or otherwise liable for any failure or inability to provide the Hosting Services as a result of such unavailability of any Third Party Components; and (b) Harris may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right to terminate set out in Section 11(e).

7. Customer Responsibilities

- (a) **Co-operation by Customer** -- The Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Customer's and its staff and agrees to act reasonably and co-operate fully with the Harris to achieve the Completion of Services related to any Professional Services supplied by Harris. To enable Harris to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with Harris' practices.
- (b) **Project Manager** -- The Customer shall appoint a project manager who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Customer and their co-operation with and participation in such process during any Professional Services.
- (c) **Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at its facilities required for Users to access and use the Software. Harris shall not be responsible for the operation of any Internet, network or other communication services. The Customer further acknowledges that the operation of the Software requires the Customer's and Users' hardware to be of sufficient quality, condition and repair, and the Customer agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by Harris.
- (d) **Passwords.** Customer agrees to comply with all Harris security policies and procedures as provided to it and amended

from time to time. Customer and its Users shall be responsible for keeping any and passwords and user ID's assigned to it its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify Harris in writing to change Customer or User's password(s) for any reason, including without limitation if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify Harris immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.

- (e) **Users.** The Customer is responsible for: (i) the actions of Users using the Hosting Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Harris from time to time for Users; and (iii) informing Harris of any information about Users' actions that may affected either the Software or third party data contained in the Software, or Harris's ability to provide Hosting Services as contemplated by this Agreement.
- (f) **Compliance with Laws.** Customer represents and warrants to Harris that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.
- (g) **Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as Harris') computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to Harris' servers; and (iii) Data is encrypted.

HARRIS DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. WE SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND HARRIS SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

8. Warranty and Warranty Disclaimer

- a) **Limited Warranty.** Harris warrants to Customer that the Hosting Services shall be performed at a level and shall substantially conform to the specifications, as stated in Harris' manuals and other documentation provided to Customer, provided that all use of the Hosting Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Customer's sole remedy in the event the Hosting Services do not conform to the foregoing limited warranty is for Harris to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 11(a).
- b) **Warranty Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SETION 13(A), THE HOSTING SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

HARRIS, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE HOSTING SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

HARRIS DOES NOT REPRESENT OR WARRANT THAT THE HOSTING SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, HARRIS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUME NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

9. Limitations on Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF HARRIS AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE HOSTING SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE ANNUAL HOSTING FEES PAID IN THE THEN-CURRENT YEAR BY CUSTOMER TO HARRIS UNDER THIS AGREEMENT.

CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL HARRIS BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

10. Change Order Process

With respect to any proposed changes to the Professional Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

11. Cancellations and Termination

This Agreement may be terminated as follows:

- a. If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a "**Default Notice**"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days, or issue a

written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect

- b. If Customer has failed to pay any amounts when due under this Agreement, Harris shall have the right to (i) suspend performance of the Hosting Services (including Customer access to the Hosting Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective immediately upon written notice to Customer to that effect.
- c. Harris may terminate this Agreement effective immediately upon written notice to Customer if Customer has breached its obligations of confidentiality or any intellectual property right or proprietary right of Harris.
- d. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- e. If any such modification, change or replacement of the original Third Party Components pursuant to Section 6(g) includes a material price increase with respect to the Hosting Services enabled by such Third Party Components or impairs Customer's ability to utilize such Hosting Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Customer may cancel the Hosting Services and terminate this Agreement by providing written notice to Harris within twenty (20) days after Customer's receipt of notification of such material price increase or discovery of such impairment.
- f. This Agreement shall automatically terminate in the event that the Software License Agreement is terminated or expires.

12. Effects of Termination

In the event of termination or expiration of this Agreement:

- (a) All rights granted to Customer in this Agreement shall immediately terminate and Harris will immediately cease to perform the Hosting Services.
- (b) Customer will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Harris (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).
- (c) Customer shall return to Harris or at Harris' option purge or destroy all copies of any Confidential Information of Harris in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.
- (d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (e) Any cancellation and/or termination of this Agreement prior to the end of the Initial Term shall result in the following: an acceleration of all Annual Hosting Fees due for each year of the Initial Term not already invoiced and/or paid, which amount will be due immediately. This section will not affect Harris's right to collect any further invoiced amounts for other Professional Service Fees.
- (f) Conditional upon Customer's payment of all Fees that are due to Harris, Harris will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated services to provide a copy of the Data are one to two weeks and will be billed at Harris's then current daily rate. Upon

receipt of notice from Customer confirming receipt of the Data, Harris shall destroy all copies of the Data and delete all Data on the database and an Officer of Harris shall certify the destruction and deletion to the Customer. Subject to any legal requirement that Harris must retain a copy of the Data, Harris shall not delete the Data for 90 days from the date of termination except: (i) where Harris has provided the Data to Customer pursuant to this Subsection; or (ii) where it has received written instructions from Customer to delete the Data. Following 90 days from the date of termination if Customer has not communicated with Harris regarding the Data, Harris shall have the right to delete all Data at any time as either required by law or as determined by Harris in its sole discretion. Notwithstanding the foregoing, Harris shall be permitted to delete all Data without providing notification to Customer and Harris shall not be required to adhere to the time frames detailed above where Harris is required by law to delete such Data.

- (g) In the event of termination or expiration of this Agreement other than termination by Harris for cause, Customer's license rights granted under the Software License Agreement shall continue pursuant to the terms of said Agreement and upon request Harris shall deliver to Customer a copy of the Software for installation by Customer at Customer's site in accordance with the terms of the Software License Agreement. If Customer wishes to obtain installation, implementation, conversion or other services from Harris in connection with the migration of the Software and/or Data to Customer's equipment, the parties shall enter into a separate written agreement.

13. Ownership

- (a) **By Harris.** Customer acknowledges that at all times Harris, its service providers or licensors are and shall remain the owner of all hardware, servers, equipment, networks or other software Harris uses in the performance of the Hosting Services. Harris, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Hosting Services and Software and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Software except the limited right to access and use the Software in accordance with the terms of this Agreement and the Software License Agreement and Harris and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to Harris a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate in to the Hosting Services any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Hosting Services or the Software.
- (b) **Customer Data.** As between Harris and Customer, all Data will remain the sole and exclusive property of Customer. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to Harris a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Hosting Services. Access to the Data shall only be by Harris's employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, Harris may not access the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Customer grants to Harris a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the customer data of other customers using the Hosting Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("Aggregated Data"). Harris shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants Harris the right to access Data to provide feedback to Customer concerning its use of the Hosting Services.

In the event that Harris will have access to "education records" for the Customer's students as defined under the Family Educational Rights and Privacy Act (FERPA), Harris acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the Client's Education records, as those terms have been defined under FERPA and its implementing regulations, and Harris agrees to abide by the FERPA limitations and requirements imposed on school officials. Harris will use the Education records only for the purpose of fulfilling its duties under this Agreement, and will not share such Data with or disclose it to any third party except as provided for in this Agreement, where required by law, or authorized in writing by Customer.

(c) Data and Privacy Policy of Customer

The Customer represents and warrants to Harris that:

- a. Data that is either provided to or acquired by Harris is owned exclusively by Customer and that the Customer has full right and title to provide the Data to Harris;
- b. Data that is either provided to or acquired by Harris is subject to a privacy policy in effect as of the Effective Date and Customer's customers have provided to Customer their written consent for its collection, use and storage by Harris and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;
- c. Customer complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and
- d. Customer will not provide Harris with data of any kind for which Harris either has no need or does not have the right to collect, use and store under the terms of this Agreement.

14. Confidential Information

The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

In addition to any other restrictions on Harris' use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify and reimburse Harris in relation to all reasonable fees and other disbursements paid by Harris to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Harris' or Customer's request. Customer represents and warrants to Harris that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

15. Indemnity

Customer is solely responsible for its Data, its use, and its Users' use, of the Hosting Services in any way, and all legal liability arising out of or relating thereto. Customer shall defend, indemnify and hold Harris and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "**Indemnities**") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the Hosting Services including but not limited to any Third Party Components by Customer or its Users; (ii) any breach by Customer or its Users of this Agreement; or (iii) Customer's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

16. General

(a) Governing Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the federal laws of the United States applicable therein. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Customer and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

(b) Mediation: Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

(c) Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered either personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

in the case of Harris, to:
Harris ERP
1224 Fern Ridge Pkwy., Suite 100
St. Louis, MO 63141
Attention: Executive Vice President

With copy to
N. Harris Computer Corporation
1 Antares Drive, Suite 400
Ottawa, ON K2E 8C4
Attention: Commercial General Counsel

and in the case of the Customer, to:

City of Texarkana, Arkansas
216 Walnut Street
Texarkana, AR 71854
Attention: TyRhonda Henderson
Telephone: 870-779-4954

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 16(c).

- (d) **Currency:** Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of United States.
- (e) **Entire Agreement:** This Agreement together with the Schedules attached to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Customer orders, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties.
- (f) **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- (g) **Assignment:** Customer may not assign any of its rights or duties under this Agreement without the prior written consent of Harris, such consent not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.
- (h) **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- (i) **Allocation of Risk:** Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between Harris and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.
- (j) **Relationship:** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.
- (k) **Equitable Relief:** Customer acknowledges and agrees that it would be difficult to compute the monetary loss to Harris arising from a breach or threatened breach of this Agreement by Customer and that, accordingly, Harris will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Customer.
- (l) **Force Majeure:** No default, delay or failure to perform on the part of Harris shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters or events.
- (m) **Survival:** Sections 1 (Definitions), 3 (Fees), 5 (Restrictions on Use), 7(f) (Compliance with Laws), 7(g) (Security), 8 (Warranty Disclaimer), 9 (Limitation of Liability), 12 (Effects of Termination), 13 (Ownership), 14 (Confidential Information), 15 (Indemnity), 16 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.
- (n) **Counterparts:** This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or

otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Harris and the Customer have duly executed this Agreement to be effective on the Effective Date first written above.

HARRIS SYSTEMS USA, Inc.

City of Texarkana, Arkansas

Signature

Signature

Name

Name

Title

Title

Date

Date

Schedule "A"
Fees and Payment Schedule *

Purchased Hosting Services:

Hosting services shall be provided for the following Harris products listed in the Software License Agreement.

Financial Suite: General Ledger (excluding Grants & Projects), Accounts Payable, Budgeting and Purchasing.

Central Cash Receipts

Human Resources/Payroll Suite: Human Resources, Payroll Federal, State and Local Reporting.

Integrations: My Benefits Channel Employee Portal – Pay Stubs only

Annual Hosting Fees: Subject to annual increases

Hosting Fees	Amount
	\$
Total Fees Due upon completion of set-up:	\$

* All pricing is exclusive of applicable sales, use or similar taxes. Customer is responsible for any such taxes that may apply; if Customer is tax exempt, evidence of such tax exemption must be provided. Lapsed payments may lead to termination of Hosting Services in accordance with this Agreement.

PAYMENT TERMS:

The Hosting Fees listed in the table above shall be invoiced upon Completion of Services, with evidence of said Completion of Services being by the issuance of an Invoice by Harris to Customer for the listed Hosting Fees.

The Annual Hosting Fees shall be invoiced on each anniversary date thereafter. Annual Hosting Fees are invoiced in advance of an upcoming annual term and shall be due and payable thirty (30) days from date of invoice.

RESET OF TERM TO MATCH FISCAL YEAR:

Customer may request that Harris match the annual invoicing of the Annual Hosting Fees with Customer's fiscal year. In order for Customer to elect to match annual invoicing with their fiscal year, Customer must make said request to Harris in writing and during the Initial Term of this Agreement. If such election is made Harris shall, a) issue a prorated invoice for any Hosting Fees due for the portion of the year remaining in Customer's current fiscal year, b) extend the then current term to expire at the end of the Customer's subsequent fiscal year, c) issue an annual invoice thereafter on the annual anniversary date of Customer's fiscal year for any Hosting Fees due, and d) reset future annual terms to expire at the end of Customer's fiscal year. Annual Hosting Fees are invoiced in advance of an upcoming annual term. Hosting fees shall be due and payable thirty (30) days from date of invoice.

Schedule "B"
Service Availability

Availability and Uptime Objectives:

Availability of the Hosting Services is defined as when the Software and Customer's data are operational and accessible via a public internet connection. Harris shall strive to make the Hosting Services available 100% of the time. However, the Hosting Services may be unavailable during certain downtimes. Harris shall not be responsible for any failure to make the Hosting Services available under the following circumstances:

- i. Routine scheduled downtime: Periods of time for the purpose of conducting routine system maintenance. In such event, Harris shall use commercially reasonable efforts to provide Customer with a minimum of three (3) business days prior to any period of scheduled downtime, and shall use commercially reasonable efforts to limit any such routine system maintenance to weekends between the hours of midnight and 6 AM ET.
- ii. Emergencies: Harris reserves the right to suspend the Hosting Services and Customer's access to the Software in the case of an emergency or other non-routine maintenance event wherein it is deemed appropriate by Harris in its sole discretion, without prior notice to Customer, to address a critical system issue. In such event, Harris will use commercially reasonable efforts to notify Customer of such suspended access as soon as possible and to restore access the system as soon as practically feasible.
- iii. Customer's network infrastructure: Customer's network infrastructure (equipment, software or other technology) is failing or causing the Hosted Service to be unavailable. This includes Customer's connection to the Internet or an Internet failure beyond the control of Harris.
- iv. A breach of the Agreement by Customer, its employees, subcontractors or agents ("Customer Representatives").
- v. An error or the negligence or intentional acts or omissions of Customer Representatives or Users.
- vi. Unforeseen capacity increases based on changes in Customer's business processes or methods.
- vii. Any other force majeure event, as set out in Section 16(l) of the Agreement.

Master Software License, Services, and Support Agreement

This **Master Software License, Services, and Support Agreement** (the “**Agreement**”), is entered into on April 17, 2023 (the “**Effective Date**”) by and between City of Texarkana, Arkansas, 216 Walnut Street, Texarkana, AR 71854 (“**Customer**”) and Harris Systems USA, Inc. (“**Harris**”).

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

The following terms shall have the meaning set out below; all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

1. “**Annual Support Services Fees**” means the annual Support Services fees set out in Schedule “A” to this Agreement.
2. “**License Fees**” means the license fees set out in Schedule “A” to this Agreement.
3. “**Change Order**” means any written documentation between the Customer and Harris evidencing their agreement to change particular aspects of this Agreement.
4. “**Confidential Information**” means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of Harris shall include, without limitation, the Software, the Documentation, and any information with respect to the Software or Services that Harris may provide to Customer from time to time, including without limitation, all information disclosed by Harris relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of Harris shall include, without limitation, the Services, the Software, Documentation, and any information with respect to the Services that Harris may provide to Customer from time to time, including without limitation, the terms and conditions of this Agreement and all information disclosed by Harris relating to the security of its facilities, computer systems and products.
5. “**Data**” means all data that is provided by Customer to Harris and all other content transmitted, posted, received or created through Customer's use of the Services or the Software.
6. “**Documentation**” means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the

Customer.

7. **"Fees"** means the License Fees, Annual Support Services Fees, Professional Services Fees, and other fees as may be further described and listed in Schedule "A" of this Agreement which may include fees that Harris collects on behalf of third-party vendors of Third-Party Components which are licensed and distributed directly by such third-party vendor.
8. **"Professional Service(s)"** means those implementation, training, consulting, data conversion and professional service(s) provided by the Harris Professional Services team as further described in a Statement of Work of Schedule
9. **"Professional Services Fees"** means the Professional Service(s) fees set out in the Schedule "A", or any subsequent Statement of Work that is to be paid by Customer to Harris for the Professional Services.
10. **"Services"** each means the web-based service(s) to be provided by or on behalf of Harris under this Agreement that includes hosting, monitoring, operating and maintaining the Software at a site owned or controlled by Harris or its service providers and the delivery of exclusive access via the Internet to Customer to use the Software granted to Customer pursuant to Section 2 hereof. The Services shall also include storing all data entered and maintained by Users through use of the Services.
11. **"Statement of Work" or "SOW"** means the Statement of Work, including any additional terms and conditions, that is included in Schedule "E" and any other Statement of Work executed by the parties. Such additional Statements of Work shall be incorporated into this Agreement by reference, and in the event of any conflict between the terms of any Statement of Work and the Agreement, the Agreement shall prevail.
12. **"Software"** means the software product(s) that are owned by Harris, delivered on a annual license basis and listed in Schedule "A" and includes Updates that have been provided to Customer. Third Party Components are not included in the definition of Software.
13. **"Support Services"** means those maintenance and support services to be provided by the Harris Support team as further described in Schedule "C" to this Agreement.
14. **"Third Party Components"** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that Harris or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services as well as any third party software that is required to be obtained by Customer directly from the applicable third party vendor in accordance with Section 7(h).
15. **"Updates"** means any minor modifications, enhancements, or improvements to the Software as well as bug fixes and error corrections that Harris makes generally available to its customers.
16. **"User"** means an employee or agent of Customer that has been authorized by the Customer in writing to access and use the Services.

2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, payment by Customer of the Professional Services Fees required for set-up or implementation, License Fees and the Annual Support Services Fees, Harris hereby grants to Customer a personal, non-exclusive, non-transferable limited license during the Term to (a) allow Users to access and use the Software and the Services listed in Schedule "A" on an annual basis and in accordance with the Documentation solely for Customer's internal business purposes and (b) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services.

3. Fees

In consideration of receiving the Software and the Services, and any Support Services and Professional Services, Customer agrees to pay to Harris the Fees and all applicable travel and lodging expenses as described in Schedule "A" to this Agreement in accordance with the payment terms as defined in Schedule "A". Harris may, at its sole discretion, increase in annual Support Service Fees payable by Customer.

The Fees are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Harris's net income).

If any Fees are not paid when due, then at Harris's discretion, (a) such Fees may accrue late interest at the rate of 1.5% (18% per annum) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such fee was due until the date paid, and/or (b) Harris may suspend the Software and Service, including all Customer access to the Service, pursuant to Section 16(b).

4. Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years (the "Initial Term"). After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "Renewal Term") subject to Harris's then-current price structure unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term".

5. Restrictions on Use

- Except as expressly provided herein, Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Services except as expressly permitted by this Agreement without the prior written consent of Harris.
- Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Software or Services, or attempt to otherwise convert or alter the Software or Services into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
- Customer may duplicate Documentation, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.
- No third party, other than duly authorized agents or employees of Customer authorized

pursuant to Section 2 hereunder, shall have access to or use of the Services.

- Customer shall not copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
- Customer shall not access the Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of Harris.
- The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Services, any data, material or Information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.
- Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.
- Customer shall not provide the results of using the Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.
- In addition to its termination rights under Section 16, Harris may restrict or limit Customer's access to the Services if Harris reasonably determines that Customer has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in Harris's reasonable opinion poses any risk of any kind or nature to Harris or its service providers' network, business or other customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, Harris will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Services and will promptly restore Customer's access after Harris has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Harris reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Customer in connection with its use of the Services that Harris determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Harris or its service provider's network, business or other customers.

6. Services Availability

- 4.** Harris shall provide all facilities, equipment, and software required to make the Services available.
- 5.** Harris shall use commercially reasonable efforts to make the Services available to Users twenty-four (24) hours per day, seven (7) days per week; subject to the terms further defined in Schedule "B".
- 6.** Harris reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Services. Harris shall inform Customer of such criteria, but Harris shall be free to implement such criteria at any time without prior written

warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, Harris reserves its rights to not grant to such Users access to the Services. Harris reserves its rights to restrict access to the Services to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Services.

7. Harris shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Services. Customer, not Harris, shall be responsible for creating and maintaining all User account information and for performing all other application-level system administration functions that are available within the Services after the go-live date specified in Schedule "E".
8. Harris shall comply with the terms and conditions regarding access and use of Data as set out in Section 13 of this Agreement.
9. Customer acknowledges that in order to provide the Services Harris may be required to purchase access to Third Party Components. Customer further acknowledges that the availability of such Third-Party Components is based solely on the best information available to Harris and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by Harris to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Harris' control, then (a) Harris shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) Harris may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right to revise the Subscription Fees.

7. Customer Responsibilities

5. **Cooperation by Customer.** Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of Customer and its staff and agrees to act reasonably and co-operate fully with Harris to achieve the Completion of Services related to any Professional Services provided by Harris. To enable Harris to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with Harris's practices.
6. **Project Manager.** Customer shall appoint a project manager who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising Customer staff and ensure their co-operation with and participation in such process during any Professional Services engagement.
7. **Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Customer's facilities required for Users to access and use the Software and Services. Harris shall not be responsible for the operation of any Internet, network or other communication services. Customer further acknowledges that access to and the operation of the Services requires Customer's and Users' hardware to be of sufficient quality, condition and repair, and Customer agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by Harris.

8. **Passwords.** Customer agrees to comply with all Harris security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords and user ID's assigned to it its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify Harris in writing if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify Harris immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.
9. **Users.** The Customer is responsible for: (i) the actions of Users using the Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Harris from time to time for Users; and (iii) informing Harris of any information about Users' actions that may affect either the Services or third party data contained in or used by the Services, or Harris's ability to provide the Services as contemplated by this Agreement.
10. **Compliance with Laws.** Customer represents and warrants to Harris that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.
11. **Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as Harris's) computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to Harris's servers; and (iii) Data is encrypted. Some content may be subject to governmental regulations or may require security measures beyond those specified by Harris for an offering. Customer will not input or provide such content unless Harris has first agreed in writing to implement additional required security measures.

HARRIS DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. WE SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND HARRIS SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

12. **Required Third Party Software.** Customer agrees that it shall license the third-party software set out in Schedule E to this Agreement directly from the vendor of such software. Although Harris may collect the license fees from Customer on behalf of such third party software vendor as part of the Subscription Fees, Customer acknowledges that such third party software shall be delivered by the third party vendor and subject to all of the terms and conditions of the applicable license agreement to be entered into between Customer and such third party vendor, and Harris shall have no responsibility or liability whatsoever for such third party software.

8. Professional Services & Support Services

1. **Professional Services.** Professional Services shall be provided to Customer in accordance with and subject to the terms and conditions of this Agreement, and Schedule "E" or any subsequent Statement of Work. Such subsequent Statements of Work shall be incorporated into this Agreement by Reference.
2. **Support Services.** Subject to the terms and conditions of this Agreement including payment of the Subscription Fees, Harris shall provide the Support Services in accordance with Schedule "C", subject to the terms therein, and of this Agreement. Where Third Party Software is required pursuant to Schedule "D" to this Agreement, Customer must also purchase all applicable support and maintenance services if required. Customer agrees that Harris's support and maintenance services for the Third-Party Software are unique and cannot be adequately provided by another third party because of the integration between the Software and Third-Party Software.

9. Warranty and Warranty Disclaimer

- **Limited Warranty.** Harris warrants to Customer that the Services and Software shall be performed at a level and shall substantially conform to the specifications, as stated in Harris's documentation, provided that all use of the Software and Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Customer's sole remedy in the event the Services do not conform to the foregoing limited warranty is for Harris to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 11.
- **Warranty Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 9(A), THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES, SUPPORT SERVICES, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

HARRIS, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SOFTWARE, OR THE PROFESSIONAL SERVICES OR SUPPORT SERVICES SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE SOFTWARE AND SERVICES CAN BE USED OR COMBINED WITH ANY SOFTWARE OR SERVICES NOT SUPPLIED BY OR ON BEHALF OF HARRIS, CANNOT BE SUBJECT TO USER ERROR, THAT IT CAN BE USED IN ANOTHER ENVIRONMENT FOR WHICH IT WAS NOT INTENDED, OR THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED.

HARRIS SHALL NOT BE LIABLE FOR ANY BREACH OF THE LIMITED WARRANTY IF SUCH BREACH IS A RESULT OF THE CUSTOMER'S FAILURE TO INSTALL ANY UPDATE THAT HARRIS HAS INFORMED CUSTOMERS IS REQUIRED OR NECESSARY

FOR SECURITY PURPOSES, OR IS OTHERWISE REQUIRED FOR LEGISLATIVE COMPLIANCE, REGULATORY COMPLIANCE, OR AS HARRIS MAY DETERMINE IS IMPORTANT, HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL BE IN COMPLIANCE WITH ANY REGULATORY OR OTHER REQUIREMENTS IF SUCH UPDATE IS NOT IMPLEMENTED.

WITHOUT LIMITING THE FOREGOING, HARRIS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

10. Limitations on Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF HARRIS, ITS OFFICERS SHAREHOLDERS, DIRECTORS AND EMPLOYEES, AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE LICENSE AND SUPPORT FEES PAID BY CUSTOMER TO HARRIS UNDER THIS AGREEMENT FOR CURRENT YEAR OF THE TERM..

CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL HARRIS BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

11. Termination

This Agreement may be terminated as follows:

- If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a "**Default Notice**"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect

- If Customer has failed to pay any amounts when due under this Agreement, Harris shall have the right to (i) suspend performance of the Services (including Customer access to the Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective immediately upon written notice to Customer to that effect.
- Harris may terminate this Agreement effective immediately upon written notice to Customer if Customer has breached its obligations of confidentiality or any intellectual property right or proprietary right of Harris.
- Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- If any such modification, change or replacement of the original Third Party Components pursuant to Section 6(f) impairs Customer's ability to utilize such Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Customer may terminate this Agreement by providing written notice to Harris within twenty (20) days after Customer's discovery of such impairment.

12. Effects of Termination

In the event of termination or expiration of this Agreement:

3. All rights granted to Customer in this Agreement shall immediately terminate and Harris will immediately cease to perform or provide the Services and provide access to the Software.
4. Customer shall return to Harris or at Harris's option purge or destroy all copies of any Confidential Information of Harris in its possession or under its control (except as required under any statute or legislation related to retention requirements) and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.
5. Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
6. Customer will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Harris (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).
7. Conditional upon Customer's payment of all Fees that are due to Harris, Harris will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated time to provide a copy of the Data is five business days, subject to the size and complexity of the Customer's database and will be billed at Harris's then current daily rate. Customer shall provide Harris written notice of its receipt of the data. Upon receipt of notice from Customer confirming receipt of the Data, Harris shall destroy all copies of the Data and delete all Data on the database and an Officer of Harris shall certify the destruction and deletion to the Customer. Subject to any legal

requirement that Harris must retain a copy of the Data, Harris shall not delete the Data for 90 days from the date of termination except: (i) where Harris has provided the Data to Customer pursuant to this Subsection; or (ii) where it has received written instructions from Customer to delete the Data. Following 90 days from the date of termination if Customer has not communicated with Harris regarding the Data, Harris shall have the right to delete all Data at any time as either required by law or as determined by Harris in its sole discretion. Notwithstanding the foregoing, Harris shall be permitted to delete all Data without providing notification to Customer and Harris shall not be required to adhere to the time frames detailed above where Harris is required by law to delete such Data.

13. Ownership

- **By Harris.** Harris its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, Software, , and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Services, Software or underlying software except the limited right to access and use the Services in accordance with the terms of this Agreement and Harris and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to Harris a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services, Software, and underlying software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Services or Software.
- **Customer Data.** As between Harris and Customer, all Data will remain the sole and exclusive property of Customer. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to Harris a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Services. Access to the Data shall only be by Harris's employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, Harris may not access the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Customer grants to Harris a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the customer data of other customers using the Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("Aggregated Data"). Harris shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants Harris the right to access Data to provide feedback to Customer concerning its use of the Services.

Customer authorizes Harris to disclose the fact that Customer is a customer of Harris and uses the Services.

- **Data and Privacy Policy of Customer**

The Customer represents and warrants to Harris that:

- Data that is either provided to or acquired by Harris from Customer is owned exclusively by Customer and that the Customer has full right and title to provide the Data to Harris;

- Data that is either provided to or acquired by Harris is subject to a privacy policy in effect as of the Effective Date and Customer's customers have provided to Customer their written consent for its collection, use and storage by Harris and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;
- Customer complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and
- Customer will not provide Harris with data of any kind for which Harris either has no need or does not have the right to collect, use and store under the terms of this Agreement.

14. Confidential Information

The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

In addition to any other restrictions on Harris's use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify and reimburse Harris in relation to all reasonable fees and other disbursements paid by Harris to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Harris's or Customer's request. Customer represents and warrants to Harris that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

15. Indemnity

Customer is solely responsible for its Data, its use, and its Users' use, of the Services in any way, and all legal liability arising out of or relating thereto. Customer shall defend, indemnify and hold Harris and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "**Indemnities**") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the Software and Services including but not limited to any Third Party Components by Customer or its Users; (ii) any breach by Customer or its Users of this Agreement; or (iii) Customer's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

16. General

- **Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and subject to the jurisdiction of the state and federal courts therein. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Customer and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

- **Notice**

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered either personally, mailed by prepaid registered post or by nationally recognized overnight courier to the following addresses:"

in the case of Harris, to:

Harris ERP
1224 Fern Ridge Pkwy., Suite 100
St. Louis, MO 63141
Attention: Executive Vice President

With copy to

N. Harris Computer Corporation
1 Antares Drive, Suite 400
Ottawa, ON K2E 8C4
Attention: Commercial General Counsel

and in the case of the Customer, to:

City of Texarkana, Arkansas
216 Walnut Street
Texarkana, AR 71854
Attention: TyRhonda Henderson
Telephone: 870-779-4954

Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered as evidenced by written or electronic receipt. Each party may change its respective notice address from time to time, by providing written notice to the other party in the manner described in this Section 16(c).

- **Currency:** Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of the United States of America.
- **Use of Name.** Customer agrees to the following promotional activities in relation to the purchase of Harris's solutions, products and services: (i) Customer permits Harris to issue a mutually agreed upon press release announcing Customer's purchase of Harris's products and services; and (ii) Customer grants Harris the right to reasonably include the Customer's name and logo in published lists referencing the users of the products and services of Harris.

Customer may unilaterally withdraw their consent to the above promotional activities at any time by providing written notice to Harris of said revocation.

- **Entire Agreement:** This Agreement together with the Schedules attached to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Customer orders, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties. The Statement of Work in Schedule "E" may be amended by a subsequent, duly executed, Change Order.
- **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- **Assignment:** Customer may not assign any of its rights or duties under this Agreement without the prior written consent of Harris, such consent not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.
- **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- **Allocation of Risk:** Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between Harris and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.
- **Relationship:** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.
- **Equitable Relief:** Customer acknowledges and agrees that it would be difficult to compute the monetary loss to Harris arising from a breach or threatened breach of this Agreement by Customer and that, accordingly, Harris will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Customer.
- **Force Majeure:** No default, delay or failure to perform on the part of Harris shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, floods, acts of any governmental body, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters or events.
- **Survival:** Sections 1 (Definitions), 3 (Fees), 5 (Restrictions on Use), 7 (Customer Responsibilities), 6(g) (Security), 9 (Warranty and Warranty Disclaimer), 10 (Limitations of

Liability), 12 (Effects of Termination), 13 (Ownership), 14 (Confidential Information), 15 (Indemnity), 16 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.

- **Authority to Execute Agreement:** By signing below, each party warrants and represents that the person signing this Agreement has authority to bind that party and that the party's execution of this Agreement is not in violation of any By-law, Covenants and/or other restrictions placed upon them by their respective entity. In addition, Customer further represents and warrants that they have obtained the necessary permissions and performed all necessary requirements, and shall perform any subsequent requirements, that are necessary to enter into and perform under this Agreement as are required under state law or regulation, and under Customer's relevant policies, or procedures.
- **Counterparts:** This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Harris and the Customer have duly executed this Agreement to be effective on the Effective Date first written above.

HARRIS SYSTEMS USA, INC.

City of Texarkana, Arkansas

Signature

Signature

Name

Name

Title

Title

Date

Date

Schedule "A"
Fees and Payment Schedule

The following Software has been licensed under this Agreement:

CitySuite One Time License Fees: \$

Software License			
Application Software	License Fee	Software Discount	License Fee After Discount
Financial Management System			
General Ledger			-
Accounts Payable			-
Budget Preparation			-
Procurement			-
	\$	\$	\$ -
Central Cash Receipts			
Central Cash Receipts			-
	\$	\$	\$ -
Human Resource Management System			
Human Resources & Payroll			-
State Reporting			-
	\$	\$	\$ -
Interfaces -CitySuite only portion of the interface/hardware not			
Integration My Benefits Channel Employee Portal for pay stubs			
	\$	\$	\$
TOTAL	\$		\$

CitySuite One Time Professional Services Fees: \$

Professional Services	
Application Software	Total Cost
Financial Management System	
General Ledger	\$
Accounts Payable	\$
Budget Preparation	\$
Purchasing/Requisitions Management	\$
	\$
Central Cash Receipts	
Central Cash Receipts	\$
	\$
Human Resource Management System	
Human Resources & Payroll	
State Reporting	
	\$
Interfaces -CitySuite only portion of the interface/hardware not provided	
Integration My Benefits Channel Employee Portal for pay stubs	
	\$
TOTAL	\$

Travel Estimate: \$

Travel will be billed as incurred; the above number is ONLY an estimation for budgeting purposes.

CitySuite Annual Support and Maintenance excluding Hosting: 2023 Estimate \$

The 2023 Estimate contemplates the provision of support and maintenance coverage for the Select solution, which is presently supported pursuant to an extant maintenance agreement, to both City of Texarkana and Texarkana Water Utilities. In addition, the 2023 Estimate will afford support and maintenance coverage for the new CitySuite solution during City of Texarkana's transition thereto.

Upon the go-live of CitySuite, full coverage maintenance will become operational. Six months from the date of CitySuite's go-live, the Select solution will be placed in inquiry only mode, and the terms of CitySuite's Maintenance and Support Services shall become effective. At such time, City of Texarkana's Annual Support and Maintenance estimate shall be reduced to \$. Nonetheless, should Texarkana Water Utilities remain dependent upon the Select platform, thereby hindering Harris from transitioning the Select solution to inquiry only mode, the Annual Support and Maintenance shall remain at \$. until such time as the Select solution may be set to inquiry only mode without any negative effects on Texarkana Water Utilities.

All Support Services are subject to annual increases as outline in Section "3" of the Master Software License, Services, and Support Agreement.

Schedule "B"

Service Availability

Availability and Uptime Objectives:

2. Availability of the Services is defined as when the Services are operational and accessible via a public internet connection. The Services shall be unavailable during certain scheduled downtime periods for the purpose of conducting maintenance and upgrades to the Services.
3. Uptime is defined as the time that the Services are either available or in scheduled downtime. Specific Service Level Objectives relating to Uptime are as follows:
 - a. Routine scheduled downtime shall not exceed eight (8) hours per month, averaged over twelve (12) months. Scheduled downtimes shall occur, to the extent practicable, during the weekend hours from 10:00 p.m. Friday to 3:00 a.m. Monday Eastern Time.
 - b. Harris shall notify Customer a minimum of five (5) calendar days prior to any period of scheduled downtime.
 - c. Harris reserves the right to schedule downtime for emergency situations with less than five (5) advance calendar days' notice. In the case of an emergency or other non-routine maintenance event, Harris reserves the right to suspend the Services and Customer's access to the Software for purposes of conducting such maintenance work at any time as deemed appropriate by Harris in its sole discretion, without prior notice to Customer, but will use best efforts to notify Customer of such suspended access as soon as practically feasible.

Harris shall make commercially reasonable efforts to achieve the service level objectives described herein.

4. Harris will not be responsible for any failure to meet the above Service Level Objectives if the failure is caused by:
 - o Customer's network infrastructure (equipment, software or other technology), Customer's connection to the Internet or an Internet failure beyond the control of Harris;
 - o A breach of the Agreement by Customer, its employees, subcontractors or agents ("Customer Representatives");
 - o An error or the acts or omissions of Customer Representatives or Users;
 - o Emergency or Scheduled maintenance or other mutually agreed upon downtime; or
 - o Any other force majeure event, as set out in Section 16(m) of the Agreement.

Schedule "C"
Maintenance and Support Services

Harris reserves the right to make modifications to this Agreement as required; provided, however, Harris shall not reduce the scope of Support Services provided hereunder without the prior consent of the customer.

STANDARD SUPPORT AND MAINTENANCE SERVICES

The following services are included as part of Harris' software support contract:

- Toll Free Telephone support
- Sunset Rule Program: same (business) day call back program
- Software for Life
 - Guaranteed Support on Customer's existing applications for as long as Customer pays the relevant Maintenance and Support Fees and has paid their Annual Licensing and Services Fees (some restrictions apply)
 - Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting, including assessment, diagnosis, documentation, and ultimate resolution of issues that pertain specifically to the customer's software (troubleshooting does not extend to any hardware or operating system components, unless the customer has a hardware support contract)
- E-mail support call logging and notification
- Free / web-based Support Sessions
- Free FTP access for upload/downloads
- Online access 24 hours a day, 7 days a week ("24 x 7"). Harris' online portal (the "Hub") can be used to log support issues and check for status updates on issues. Access to published documentation pertaining to a customer's particular software line (if available) may be contained in the Knowledge Base article section within the Hub. The Hub also enables the customer to assign a specific priority based on the specific level of urgency for a particular circumstance. In summary, the Hub benefits include the ability to:
 - Log, view, update and close support tickets
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Knowledge Base
- Access to new software releases, service packs and updates
 - Defect corrections
 - New features and planned enhancements
 - State and/or Federal mandated changes
 - Payroll regulated changes
 - Participation in BETA program
 - Release notes
- Free monthly training webinars
- Free product web demonstrations (by request, scheduling required)
- Customer Care Program
 - Newsletters
 - Technical support bulletins
 - Advance communications on new products and services
 - Regional User Groups
 - On-site visits (by request – travel expenses may be billable)

- Design review for potential enhancements or custom modifications
- Account Manager Services (business reviews, CRF assistance, site visits, meeting coordination)
- NPS (Net Promoter Score Program): NPS is a customer loyalty program, measuring feedback and driving constant improvement to the customer experience.
- Access to annual customer conference (registration fees apply) and access to conference presentation materials post-conference.

STANDARD COVERAGE

Harris' standard hours of support are from 8:30 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Support can be made available from 8:00 p.m. EST through to 8:30 a.m. EST and is billable on an hourly basis. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

CONNECTION METHODS

To enable Harris to provide support to Customer in an effective and efficient manner, Harris requires that a communication link is established via <https://harriserp.screenconnect.com>, the Harris ERP Remote Support Portal ("Portal"). Communication via the Portal is secure, via SSL, and is encrypted with AES-256 block encryption and RSA, provided by the Microsoft RSA/Schannel Cryptographic Provider. This implementation of these algorithms in the Portal have been designated as FIPS compliant for Windows servers/machines.

Harris ERP requires all clients to utilize the Portal for remote connectivity to servers and workstations. Customer understands that a failure to utilize the Portal may result in delays in support and less timely issue-resolution. Customer further agrees that if the Customer fails to utilize Portal, Harris shall not be held to, or be held liable for, any response time, escalation obligations, or penalties listed in this SLA, and that Harris may, at its sole discretion, increase in Annual Support Service Fees payable by Customer, due to Harris' additional obligations regarding the management and utilization of other connection methods.

RESPONSE TIMES

Response times will vary and are dependent on the priority of the call. Harris will do its best to ensure that incoming calls are dealt with in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Harris' response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

CALL PRIORITIES

In an effort to assign Harris' resources to incoming calls as effectively as possible, Harris has identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by Harris' support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process payroll checks
- Inability to process accounts payable checks
- Inability to process bills
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Hand-held interface issues preventing billing

Priority 2 - Medium

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with Harris' software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

CALL PROCESS

All support issues or questions reported to Harris are tracked via a support ticket. Harris' Support Analysts cannot provide assistance unless a support ticket is logged. The current process for logging tickets is outlined below.

A support ticket must be placed through one of the following methods:

- **Online (Hub):** <https://harriserp.na2.teamsupport.com>
- **Email:** support@harriserp.com
- **Phone:** 1-866-450-6696

Customer ticket information must contain the following:

- Customer/Company Name
- Contact Person
- Software Product and/or Version
- Module and/or Menu Selection
- Nature of the question or issue
- Detailed Description of the question or issue
- Serial Number / Patron Number / Account Number / Serving Date, etc. (where applicable)

The more information provided by the Customer, the faster assistance can be provided. Specific details, such as the employee #, account #, G/L #, are very useful. Attaching supporting material, such as screenshots and report output, are also helpful in identifying and/or resolving the issue

Harris' support system or one of Harris' support analysts will provide Customer with a call id to track the issue and Customer's call will be logged into Harris' support tracking database.

Customer's call will be stored in a queue and the first available support representative will be assigned to deal with Customer's issue.

Customer will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution, as the support representative investigating the issue. If Harris requires additional information, Customer will be contacted by the assigned support representative to supply the information required.

All correspondence and actions associated with Customer's call will be tracked against Customer's all in Harris' support database. At any time, if available to you, you may log onto eSupport to see the status of Customer's call.

Once Customer's call has been resolved, you will receive an automated notification by email that Customer's call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both Customer's open and closed calls, if available to you, via Harris' website.

If Customer's issue needs to be escalated to a development resource or programmer for resolution, Customer's issue will be logged into Harris' development tracking database and you will be provided with a separate id number to track the progress of the issue. At this time, Customer's support call will be closed and replaced by the development id number. The development id number will remain open until Customer's issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.

Customer may contact the support department at their convenience for a status update on Customer's development issues or may log onto Harris' website (if available) to view Customer's issues on-line.

ESCALATION PROCESS

Harris' escalation process is defined below. This process has been put in to place to ensure that issues are dealt with appropriately. If, at any time, the customer is not satisfied with the resolution of the issue, or the response to the ticket, they are encouraged to escalate with Harris' Support Services organization as follows:

- Level 1: Contact the support representative working on Customer's issue
- Level 2: Contact the Director of Client Services
- Level 3: Contact the Vice-President of Operations
- Level 4: Contact the Executive Vice-President

Escalation Process within Harris' Internal Ticket Tracking System:

- Customer ticket is logged with Harris Support
- If a customer ticket is a Priority 1 and has not been responded to within 4 hours, the Harris Support Analysts responsible for the ticket are notified via email, and the ticket is escalated internally. Priority 2 tickets will be escalated if not responded to within 8 hours, and Priority 3 tickets will be escalated if not responded to within 12 hours
- If a customer's Priority 1 ticket has not been responded to 4 hours after the designated timeframe, Harris' Support Supervisor(s) are notified, and the call is escalated
- If a customer's Priority 1 ticket has not been responded to after 6 hours from the designated timeframe, Harris' Vice-President of Support is notified, and the call is escalated
- If a customer's Priority 1 ticket has not been responded to after 7 hours from the designated timeframe, Harris' Executive Management Team is notified, and the call is escalated

HOLIDAY SCHEDULE

Please note that Harris' offices will be **closed** on designated days, as outlined below. In instances where the Statutory Holiday falls on a weekend, Harris offices will be closed on either the preceding Friday or following Monday:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
 1. Labor Day
 2. Columbus Day

3. Thanksgiving Day
4. Day After Thanksgiving
5. Christmas Eve
6. Christmas Day

BILLABLE SUPPORT SERVICES

The services listed below are examples of services that are out of scope of Customer's support and maintenance agreement and are therefore considered billable services.

Extended telephone training (greater than 15 minutes)

1. Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
2. Setup & changes to hand-held interface or creation of new interface
3. Setup of new services or changes to services (PAP, ACH, etc)
4. File imports/exports - Interfaces to other applications
5. Refreshes, backups, restores, setting up test areas
6. Setup of new printers, printer setup changes
7. Custom modifications (reports, bills, forms, reversal of customizations)
8. Setting up additional companies / agencies / tokens / general ledgers
9. Data conversions / global modification to setup table data
10. Database maintenance, repairs & optimization
11. Extended Hardware & Operating System support
12. Upgrades & support of third-party software
13. Installations / re-installations (workstations, servers)
14. Style sheet changes (exception – one signature change per year, per system will be provided at no charge)

TEST DATABASES & ENVIRONMENTS

Harris is able to support customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

THIRD-PARTY SOFTWARE SUPPORT (IF APPLICABLE)

Unless otherwise superseded by an existing third-party agreement, Harris' standard coverage and the services for third party software support (if applicable), which are included as a part of Customer's Maintenance and Support Services are as follows:

Standard Hardware and Third-Party Software Support Services

1. 800 telephone support – first line phone support for troubleshooting (note, more complex issues will be escalated to the actual vendor of the products)
2. "On-call," or after-hours support (scheduled assistance for installations, upgrades and other special projects – there may be charges depending on the scope of work)
3. Remote connection support
4. Technical troubleshooting
5. Limited training questions (15-minute guideline)
6. Assistance with creation of backup scripts / backup recovery
7. Assistance with recovering data resulting from system crashes (charges may apply)
8. Recommendations on specific hardware requirements
9. Support provided for installed database issues (30-minute guideline)
10. ODBC installation and connection to database assistance
11. Updating databases to support new versions of installed applications
12. Assistance with database installation, configuration and updating

The items listed below are services for third party software that are out of scope, and are therefore considered billable:

1. On-site installation or upgrade of third-party software
2. Extended telephone training (beyond 15 minutes)
3. Reconfiguration of file servers
4. Recovering data resulting from client error
5. Upgrading of any non-covered software on Customer's systems
6. Preventative maintenance monitoring or other services
7. Recommending or assisting with disaster recovery plans
8. Re-establishment of ODBC connection if connection was lost due to actions of customer
9. ODBC connections to other third-party products
10. Creation of custom reports
11. Report writer training, upgrades and installations (other than at time of initial purchase)

Schedule "D"

Third Party Software

Required Third Party Software

No Third-Party Software is required

Schedule "E"

Statement of Work

Signatures

Harris Enterprise Resource Planning (hereinafter referred to as "Harris Enterprise Resource Planning", "Harris ERP" or "Harris"). All rights reserved. The information contained in this document represents Harris ERP's contractual documentation as of the date of publication and is subject to change without notice. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, for any purpose, without the express written permission of Harris ERP. Other product and company names mentioned herein may be the trademarks of their respective owners.

General Information			
<p>This Statement of Work ("SOW") is entered into and agreed upon effective as of _____ by and between Harris Enterprise Resource Planning (hereinafter referred to as "Harris Enterprise Resource Planning", "Harris ERP" or "Harris"), and City of Texarkana identified below ("Customer"). This SOW expressly incorporates by reference the entirety of that certain Master Purchase, License & Services Agreement between Harris ERP and [<i>insert name party that signed the Master Agreement, which may be City of Texarkana or Customer's Parent Company or other related entity</i>] dated _____ (the "Agreement"). If City of Texarkana identified below is not a party to the Agreement identified above, then City of Texarkana identified below agrees that upon incorporation of the Agreement into this SOW all provisions applicable to the "Customer" in the Agreement shall be applicable to City of Texarkana identified below. Upon execution by Harris ERP and Customer, this SOW shall constitute a binding Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.</p>			
Effective Date:			
Customer Name:			
Designated Location:			
Customer Contact:			
Customer Phone:		Customer Email:	

Special Terms (if applicable)
<p>Harris ERP deliverables are limited to products and services expressly listed in Schedule A, Fees and Payment schedule of the Master Software License, Services, and Support Agreement.</p>

Statement of Work Approval (Customer)

Print name of authorizing person:			
Print title of authorizing person:			
Signature of authorizing person:		Date:	

Statement of Work Approval – Harris Enterprise Resource Planning

Print name of authorizing person:			
Print title of authorizing person:			
Signature of authorizing person:		Date:	

Objectives

The Statement of Work is intended to be a planning and control document, not the detailed requirements or design of the solution. It outlines City of Texarkana and Harris ERP's responsibilities, assumptions, and timeline estimates for the project. If a service or software is not listed in this document, it is not considered part of this project.

Customer Objectives

At the end of the project, City of Texarkana will have fully implemented Harris ERP's Financial and HR/Payroll Solution realizing the following benefits:

- Identify and implement new and/or automated business processes to improve efficiencies – ex. Email notifications for approvals, avoiding paper
- Increase sharing of data and reporting across the organization by enabling end users to run their own reports, for the data they have access to
- Web-based secure access for all users
- Ability to access and use system anywhere and in emergency situations

Overall

- Save time by reducing manual work
- Save resources by going “paperless” where possible
- Accurate and timely payroll processing
- Streamline electronic processing, reducing dual / manual entry

Project Governance & Management

Project Staffing

Customer's Project Team

The City of Texarkana agrees to assign the appropriate personnel to the project, including:

Role	Responsibilities
Executive Sponsor	The Executive Sponsor provides support to the project by providing strategic direction, communicating key issues about the project and the project's overall importance to the organization. The Executive Sponsor will be involved in the project as needed to provide necessary support, oversight, and guidance, but will not participate in day-to-day activities.
Project Manager	City of Texarkana's Project Manager will coordinate project team members, subject matter experts, and the overall implementation schedule. The Project Manager will be responsible for reporting to the Executive Sponsor and providing most the organization's change management communications and coaching. The project manager will also be the primary point of contact for the project and will coordinate all Harris ERP activities with the Harris ERP project manager.
Project Team Lead – one per Application	The Project Team Lead(s) are tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required tasks. The Project Team Leads are responsible for and empowered to implement the new system in the best interests of the organization consistent with the project goals, project vision, and direction from the Project Manager and Executive Sponsor. They have the authority to approve process changes, configuration, etc. for their department
Subject Matter Experts (SMEs) if applicable	SME's will have the following duties: <ul style="list-style-type: none"> ○ Support the Project Team Leads and Project Manager in all their duties ○ May assist with the assessment of business processes and identifying ways the new system can be utilized. ○ May assist in the resolution of issues impacting their areas of expertise

Subject Matter Expert (SME) IT/Technical	IT/Technical team member will have the following duties: <ul style="list-style-type: none"> ○ Provide network infrastructure and be primary contact for Harris Technical Operations Team. ○ May provide first level support for network security
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City of Texarkana proposes the following team members (template only, additional contacts can be added):

Project Role	Functional Area	Name	Title	Designated Backup
Executive Sponsor				
Project Manager				
Project Team Lead – Financials & Central Cash Receipts				
Project Team Lead – Human Resources				
Project Team Lead – Payroll				
SME - IT/Technical				
SME 1				
SME 2				

Expected Time Commitments

Harris ERP has provided a high-level summary of the expected time requirements for City of Texarkana's Project Team, by project role:

Project Role	Estimate of Time Needed for Project
Executive Sponsor	1 hr. per month, for project duration
Project Manager	20 - 30 hrs. per week
Project Team Lead	20 - 30 hrs. per week
IT/Technical Lead	2 - 3 hrs. per week
Subject Matter Experts (SME)	6 - 10 hrs. per week

All of the City of Texarkana personnel who will be involved in the project will be sufficiently knowledgeable about their business area's needs and have the authority to represent their business area. Additionally, City of Texarkana's Project Team identified above will be available and responsive in a timely manner, so as not to delay the project.

The time estimates provided may vary due several factors, but generally vary depending on the Stage of the project, as well as the nature of the business area and the team member's role & responsibility within it.

Harris ERP's Project Team

Harris ERP agrees to assign the appropriate personnel to the project, including:

Role	Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> ○ Provide support to Project Managers where necessary ○ Approve and sign off on any material changes to project scope or staffing changes. Any material or staffing changes that affect the scope of the project will go through the Change Request process and will be approved by the county.
Project Manager	<ul style="list-style-type: none"> ○ Support City of Texarkana Project Manager in monitoring and reporting overall implementation progress (duties of both City of Texarkana and Harris ERP) ○ Monitor and report progress on Harris ERP's responsibilities ○ Immediately notify City of Texarkana Project Manager and Harris ERP Executive Sponsor of any issue that could delay the project ○ Fulfill all Harris ERP project deliverables outlined in the SOW. ○ Oversee Harris ERP Staff according to the project plan ○ Immediately notify City of Texarkana Project Manager and Harris ERP Executive Sponsor of any staffing changes that affect the implementation of the project. ○ Facilitate coordination between all Harris ERP departments ○ Monitor the project plan and schedule and make course corrections as agreed to by City of Texarkana Project Manager. ○ Serve with City of Texarkana project manager as the point person for all project issues. (First escalation point) ○ With City of Texarkana Project Manager report on issue resolution status ○ Present Harris ERP changes to City of Texarkana for review by the Executive Sponsors
Application Consultant	<ul style="list-style-type: none"> ○ Knowledgeable in the application to advise on best practices and best use of the applications ○ Work with City of Texarkana Project Team Lead to design and configure the functional components of the system. ○ Participate in Harris ERP software configuration with assistance from City of Texarkana's Team Leads. ○ Test that the Software operates after configuration as per its design ○ Assist with the resolution of issues ○ Train City of Texarkana's Project Team during and after configuration of software ○ Provide training on security and assist with set up ○ Provide training on, and assist with the set-up of the workflows agreed upon during the Business Process Review

Project Role	Functional Area/Agency/Dept	Name	Title	Designated Backup
Project Manager	Project Manager			
Implementation Analyst	HR/Payroll			
Implementation Analyst	Financials			

Communication

Project Meetings

City of Texarkana Project Manager and Harris ERP Project Manager will coordinate all meetings for all Project Team members, unless otherwise agreed to. At a minimum, both project managers will meet bi-weekly to review project progress. Notes from the meeting will be documented and contain:

- Summary of all areas discussed
- Status of key deliverables
- Project timeline Status
- Outstanding Issues/Risks and who owns them
- Action items for both Harris ERP and City of Texarkana
- Next Project Activities including consulting/training, development, testing, installation

The Executive Sponsors will meet monthly to review the project status with the Project Managers.

Ad-hoc meetings between the Application Consultant, City of Texarkana’s Project Team Leads and SME’s are expected and encouraged to ensure project milestones and deliverables are met. The Project Team Leads and Application Consultant may also schedule recurring meetings over the course of the project, depending on availabilities and the stage of the project.

Acceptance

Harris ERP and City of Texarkana will review, approve, and provide written sign-off for all key deliverables for each Stage. Harris ERP will submit in writing to City of Texarkana a form or report for each completed deliverable. City of Texarkana will either sign the document, or identify in writing any required changes, deficiencies, and/or additions necessary based on the SOW within ten (10) business days of receipt of document. If Harris ERP does not receive a response within 10 business days, it will be assumed the deliverable is accepted as delivered and completed.

Harris ERP will review deliverables that are not approved by City of Texarkana and will create a plan to address them. Once addressed, a new document will be submitted. City of Texarkana will then have five (5) days to either approve or provide additional comments on any required changes, deficiencies, and/or additions necessary. This process will be repeated until City of Texarkana grants approval and signoff on the document. It is assumed that City of Texarkana’s Project Team Lead and/or the Project Manager will sign-off on acceptance for all key deliverables, unless otherwise agreed to by City of Texarkana and Harris ERP.

Where City of Texarkana is notified that configurations or other items related to the project are ready for testing, City of Texarkana will have 30 calendar days to perform the required testing and notify Harris ERP within the thirty (30) calendar daytime frame of any items that need to be addressed. If Harris ERP does not receive any notification from City of Texarkana during the thirty (30) calendar days, then the relevant items will be deemed accepted as-is.

Customer delays with approval and written sign off for any completed deliverables could have an impact on progress of project.

Escalations

For challenging issues to be remedied in a timely fashion, City of Texarkana and Harris ERP will utilize the following escalation procedure.

All communication regarding the project should be directed to City of Texarkana and Harris ERP’s Project Managers to maintain consistent communication between the parties. Scheduled meetings will be maintained as noted above. All issues or concerns will be discussed actively and openly between the project managers.

If issues begin to interfere with the progression of the project, City of Texarkana and/or Harris ERP project managers should escalate challenges to Harris ERP and Customer management in the sequence below, as needed:

Name	Title	Phone Number	Email
	Harris Project Manager		
Laura Conlee Russell	Harris Manager, Professional Services	314-485-4928	LConleeRussell@harriscomputer.com
Chandra Temples	Harris Vice President, Professional services	716-402-2659	Ctemples@harriscomputer.com

Escalation to City of Texarkana’s management team should be as follows:

Name	Title	Phone Number	Email

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Scope of Work Conditions

Software Functionality

City of Texarkana understands and acknowledges that this project will deliver a set of products as outlined in this Statement of Work with functionality, features, integration, and workflows which are designed to operate as delivered to Customer and will not be customized, modified, altered, added, or changed by Harris. Changes requested by City of Texarkana must be specifically identified and priced in the Order Form or a subsequently issued Change Order. Accordingly, City of Texarkana accepts the ERP products **as-is** and will not require functionality or feature gaps based on comparison to Customer's existing installed applications or other Harris product lines; Customer's internal workflows are subject to change to adapt to Harris Products.

Data Ownership

City of Texarkana shall own all data. As the owner of the data, City of Texarkana is responsible to ensure the integrity, accuracy, and completeness of such data. Harris shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data. Harris shall provide City of Texarkana with pre-defined code tables, which will be delivered as-is. Any changes to the code tables or data conversion services are City of Texarkana's responsibility.

Cancellation Policy

In situations where the parties have agreed on a specific date for Harris to perform training or other onsite or remote services (collectively, the "Scheduled Services"), City of Texarkana shall be responsible for adequately preparing the applicable site and ensuring availability of City of Texarkana personnel and/or contractors to facilitate Harris's performance of the Scheduled Services (collectively, the "Preparation").

In the event City of Texarkana wishes to cancel or reschedule a scheduled site visit or the required preparation was not completed at the appointed time for visit, City of Texarkana shall pay to Harris (i) the fee for one (1) day of the scheduled services for each of the Harris personnel and authorized subcontractors which were to perform the scheduled services ("One-Day Service Fee"), (ii) the per diem services fee for travel time associated with the actual travel undertaken by Harris personnel and authorized subcontractors en route to the applicable Customer site ("Billable Travel Time"), and (iii) reimbursement for any non-refundable travel and lodging expenses incurred by Harris and authorized subcontractors in connection with such scheduled site visit ("Non-refundable T&E").

Unless otherwise specified in the applicable Order Form or SOW, in the event that City of Texarkana provides written notice of its cancellation of a scheduled site visit at least 72 hours prior to the appointed date and time of the Scheduled Services, City of Texarkana shall not be required to pay the One-Day Service Fee referenced above in connection with such site visit, but will be required to pay any applicable Billable Travel Time and Non-refundable T&E.

For avoidance of doubt, the foregoing payments relating to the One-Day Service Fee, Billable Travel Time and Non-refundable T&E are intended to compensate Harris for expenses associated with a lost day of work and related expenses. Such payments do not in any way (i) relieve either party of its obligations with regard to performance of and payment for the scheduled services, (ii) replace, amend, or modify any of the

terms relating to cancellation and/or change order requirements, rights and remedies set forth in this SOW or the Agreement that otherwise relate to the scheduled services, or (iii) grant to City of Texarkana any right to cancel its order for the scheduled services.

Infrastructure Requirements (only applies to on premise deployments)

Electrical and Network Infrastructures

City of Texarkana's electrical and computer network (LAN and WAN) infrastructures shall be stable and sufficient to meet the bandwidth requirements of the CitySuite Software solution being implemented. Inadequate infrastructure frequently results in less than desirable performance. If Mobile software is purchased, Harris is not responsible for the inability of a particular network to support features of the mobile software due to bandwidth restrictions.

LAN and WAN Compliance

Electrical and computer network (LAN and WAN) infrastructures are to be compliant and tested to latest industry standards by City of Texarkana.

Software Installation

With respect to Harris ERP Software installed at City of Texarkana's site, so long as City of Texarkana remains current on annual support and maintenance fees, Harris will provide, once made generally available, all updates, upgrades, patches, and workarounds to the Software covered under this Agreement. City of Texarkana agrees to assist in the installation of such items. Any installation services requested by City of Texarkana will be offered at Harris's then-current rates.

For all hosting solutions the software will be installed at Harris ERP's hosting center based on the Order Form.

Software Compatibility

City of Texarkana accepts sole responsibility for any compatibility problems between the Software and any other application software or non-current software programs not maintained or supported by Harris ERP.

Remote Access

City of Texarkana shall provide Harris ERP with secure high-speed remote access with a static IP address to all servers and workstations running Harris ERP software. City of Texarkana will grant access rights to all Harris ERP personnel so designated in writing by Harris ERP as authorized by Harris ERP to need access rights. The high-speed access must be in place prior to the beginning of the installation process. City of Texarkana's failure to provide secure high-speed remote access will be considered a material breach of the Agreement.

Antivirus, Viruses, and External Threats

The entire network must be protected with Antivirus (AV) software and shall be kept up to date by City of Texarkana with all the latest virus definitions and operating system patches/service packs. Harris ERP directories must be excluded from AV scans.

Software Updates

It shall be the responsibility of City of Texarkana to maintain all operating system and firmware updates, including version releases, patches, and service packs for any third-party software that has been installed by Harris ERP.

Bandwidth

The minimum available bandwidth to each workstation should be no less than 100mbps and should be greater between multiple locations.

Virtual Environments

When using Virtual Machines ("VMs" running VMware or other Virtual Environments):

- Harris is not responsible for loss of performance due to issues with VMware, Host Server workload, Host network bandwidth or disk storage space.
- Harris must approve City of Texarkana –provided Virtual Environment, including hardware, number of virtual machines running on the host, network bandwidth, disk systems, and any other aspect of the Virtual Environment.
- City of Texarkana is responsible for the hardware and hardware support for the physical server that runs the Virtual Machine – the VM Ware Host.
- City of Texarkana is responsible for the support of the VMware, including but not limited to, licensing, updates, support, and any other issue, which VMware is related.
- City of Texarkana will provide and procure support and maintenance of the operating system and database software running to the Virtual Machines.
- Virtual Environments shall be limited to only Harris products. City of Texarkana's production servers may not operate on the same Host environment as Harris's products.

Physical Security

City of Texarkana will be responsible for the establishment of procedures to provide physical site security for delivered hardware and software systems and their components. This security will include protection from losses caused by natural threats, forced entry, acts of violence, and internal sabotage. City of Texarkana will be responsible for implementing procedures necessary to safeguard the integrity and security of the software and data used in this project from access by unauthorized persons.

Network Security

City of Texarkana will be responsible for the establishment of procedures to provide security for its networks, hardware and software systems, and their components. This security will include protection from security threats entering City of Texarkana's IT systems through the Internet or City of Texarkana's internal networks.

Removal of Old Hardware

City of Texarkana is responsible for the removal of old hardware.

Harris Users and Permissions Requirements

Windows Users

- A “service level account” is needed with Administrator permissions on each server.
- A Domain user account (typically named CitySuite) is needed for maintenance and installation.
- This account also needs admin permissions on each server. Not required on workstations.

SQL User

- A SQL user account needs admin permission on each server.
- This account needs DBO rights to each database in the Harris system. This account also requires DB_Creator rights and ability to create new SQL logins.
- The databases used vary depending on the products installed.

Antivirus Exclusions

- Harris must have AV exclusions set for any directory containing CitySuite software. This can include the following:
 - C:\CitySuite
- Other directories may need to be excluded, depending on products installed. Detailed lists of excluded directories are available from Harris personnel and may depend on your environment and products installed.

Project Budget & Milestones

Project Budget

The Project Budget for this Statement of Work is a fixed price based on a forty-eight-week implementation and the items included in this SOW. Services for Interfaces not listed in the contract / SOW will be estimated separately. Services for these and additional items added to scope including custom reports will require a change control. Any additional license or maintenance associated with interfaces or additional applications will be separate.

Billing Milestones

The Billing Milestones for this project will be on a percentage-basis of the total Project Budget. Billing milestone numbers do not indicate a chronological order for which they will be invoiced.

#	Milestone Description	Percentage	\$ Value
Licenses (includes interfaces listed in contract; additional interfaces will incur additional license fees)			
#1	Invoiced on Signing of Contract	Sub Total	100%
			\$
Services (includes interfaces listed in contract; additional interfaces will incur additional fees included in PS Bucket of Hours)			
Financials, including Central Cash Receipts			
#2	Invoiced on Signing of Contract	20%	\$
#3	On Completion of Stage 2 – BPR / Requirements Gathering	20%	\$
#4	On Completion of Stage 4 – Data Conversion	30%	\$
#5	On Completion of Stage 5 – Testing	20%	\$
#6	Due at Stage 6 - Go-Live	10%	\$
	Sub Total	100%	\$
HR & Payroll including interface with My Benefits			
#2	Invoiced on Signing of Contract	20%	\$
#3	On Completion of Stage 2 – BPR / Requirements Gathering	20%	\$
#7	On Completion of Stage 4 – Data Conversion	30%	\$
#8	On Completion of Stage 5 – Testing	20%	\$
#9	Due at Stage 6 - Go-Live	10%	\$

	Sub Total	100%	\$
	Services Grand Total	N/A	\$
	Travel – Estimate for 17 onsite trips**		
	Invoiced per employee, per trip, on a cost-recovery basis	As incurred	\$

**Harris ERP can provide a copy of our travel policy & billing procedures upon request.

Scope Changes & Change Orders

After the Final Executed SOW, either party may request changes to this SOW that will change the project scope. Such a request must be accepted by the parties and be included in a formal written Change Order that is executed by both parties. The Change Order will serve as an amendment to the Executed SOW and will provide sufficient detail including the following:

- Detailed description of resources (both City of Texarkana and Harris ERP) required to perform the change
- Specifications
- Implementation Plans
- Schedule for completion
- Impact on current milestones and project schedule
- Cost changes and/or changes to payment schedule (if applicable)
- Impact on project goals and objectives

A sample Change Order template is provided in **Appendix B – Change Order Template**.

Work Hours

All work will be performed during normal Harris ERP business hours (8:00 -18:00 CST). If services are required to be performed outside of these hours, an after-hours rate of \$275/hour will be billed, on a time-and-materials basis.

Preliminary Schedule

Harris ERP anticipates 48-week project duration from the initiation to Go-Live. Any changes in Scope or reduction in Customer team members' availability may lengthen the project duration. Any delays in the project on the part of City of Texarkana may require a Change Order for additional Project Management services. Extending the time of the project may also incur additional fees. The table below summarizes an example timeline.

Phase	Stage(s)	Expected Duration	Proposed Project Dates
Discovery	Initiation	11 Weeks	March 6 – May 19, 2023 Onsite Kick-off & Initiate BPR: March 7- 10, 2023 BPR: March 13 – May 19
	Requirements Gathering		
Development	Configuration	16 Weeks	May 22 – September 8, 2023
	Data Conversion	8 Weeks	September 11 – November 3, 2023
	Training / Testing	7 Weeks	November 6 – December 22, 2023 Onsite Training: November 7 – 10, 2023 Parallel Testing: November 13 – December 22, 2023
Delivery	Deploy (Go-Live)	5 Weeks	January 8 – February 9, 2024 Go Live Preparation: January 8 – 26, 2024 Onsite Financials Go live: January 29 – February 2, 2024 *Onsite HR/Payroll Go Live: February 5 - February 9 (*will coordinate with first pay period of go live month)

The above timeline & schedule example will be used for review and discussion in determining the timeline for Customer and will be agreed upon by the Customer and Harris ERP. Timeline is subject to change based on the availability of key Customer staff and any changes in scope, as documented in any signed Change Orders, or unforeseen circumstances. Onsite visits are contingent on agreement between Customer and Harris.

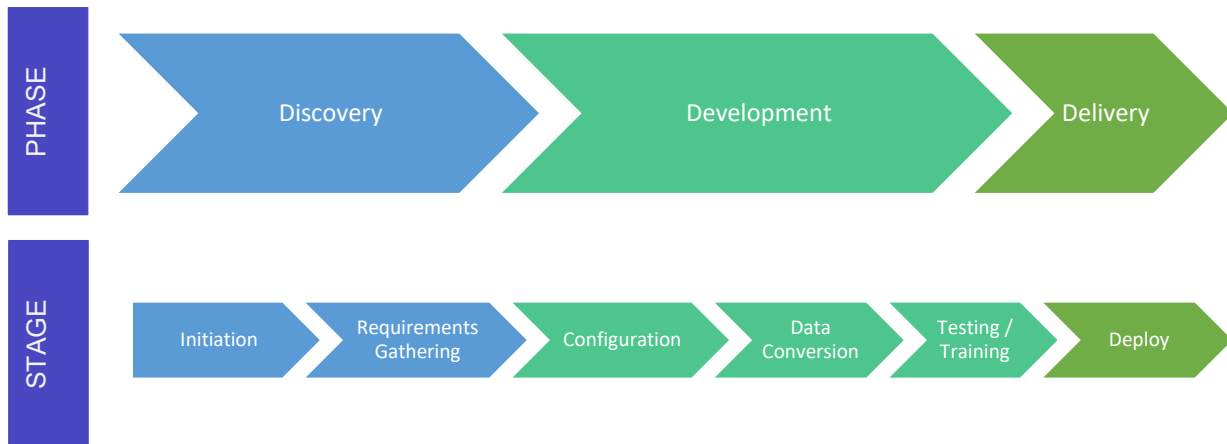
Annual Support and Maintenance

CitySuite Annual Hosting, Support & Maintenance*			
	2023 Financials & HR/Payroll Annual Support; Upon CitySuite go-live full coverage maintenance will become active. 6 months from the CitySuite go-live date, the Select solution will be put into inquiry only mode and terms of CitySuite maintenance will be effective.	100%	\$
	CitySuite Hosting - On installation of Finance/HR/Payroll in hosted environment. Year one	100%	\$
	Total		\$

*Harris ERP Annual Hosting, Support & Maintenance term starts per terms & conditions outlined in the Contract. The Terms and Conditions are available in the Support Portal. Includes interfaces listed in contract; additional interfaces will incur additional maintenance fees.

Implementation Methodology

The implementation of each Application will have three phases: Discovery, Development, and Delivery. Each Phase will have sub-phases, or “Stages”. This approach uses project management best practices and will help guide both City of Texarkana and Harris ERP team to ensure the project objectives are met. The following image depicts the Project Phases, with further explanations following.



Phase 1: Discovery

The purpose of this Phase is to initiate the project with the assigned Project Staff and ensure that the scope and deliverables outlined in this Statement of Work is appropriate. By the end of this phase, City of Texarkana will have signed off on the functional workflows it desires to be configured within the Applications. There are two stages within this Phase:

- Stage 1 - Initiation
- Stage 2 - Requirements Gathering (BPR)

The details of both Stages, including an in-depth description of the deliverables involved and the work needed to complete them are provided in the Scope of Work section of this Statement of Work, under *Services Scope*.

Phase 2: Development

The purpose of this Phase is to implement and test the configurations & deliverables agreed upon in the Discovery phase. By the end of this phase, City of Texarkana understands and accepts the configurations performed by Harris ERP within the Applications to achieve its desired business objectives. There are three stages within this Phase (continued numbering from Phase 1):

- Stage 3 – Configuration
- Stage 4 – Data Conversion
- Stage 5 – Training / Testing

The details of these Stages, including an in-depth description of the deliverables involved and the work needed to complete them are provided in the Scope of Work section of this Statement of Work, under *Services Scope*.

Phase 3: Delivery

The purpose of this Phase is to implement the configurations & processes developed jointly into City of Texarkana's live environment for use by Customer staff and its citizens. By the end of this phase, the project will have been deemed complete. There is one stage in this Phase (continued numbering from Phase 2):

- Stage 6 – Deploy

The details of this Stage, including an in-depth description of the deliverables involved and the work needed to complete it are provided in the *Scope of Work* section of this Statement of Work, under *Services Scope*.

Scope of Work – Financials and Human Resources/Payroll

Software Scope

City of Texarkana is procuring the Following CitySuite Applications, including the following modules:

Application	Module
Financials	General Ledger EXCLUDES Grants & Projects
	Accounts Payable
	Purchasing/Requisitions
	Budget Preparation
	Central Cash Receipts
HR & Payroll	Human Resources & Payroll
	Federal, State & Local Reporting

Any other modules that City of Texarkana wishes to implement that are not listed above will incur additional services costs and would be documented via a Change Order.

Services Scope

COVID-19 Considerations

With the risks and uncertainty surrounding COVID-19 and any government restrictions in place at the time of execution, **services will be scheduled and provided remotely**. Where social & travel restrictions have been lessened, City of Texarkana and Harris ERP agree to modify the scope of services via a change order to account for any additional costs required for on-site meetings.

Detailed Description

City of Texarkana is procuring the following services as part of the agreed upon Statement of Work:

- Project Management Services
 - Provide oversight, tracking, and guidance of the project to ensure successful delivery in accordance with the SOW
 - Enforce and administer the Agreement and the SOW inclusive of any project change orders and invoices
 - Assist in the resolution of issues and/or escalations that may arise over the course of the project
- Application Consultant Services

- Documentation & recommendation of business processes agreed upon with City of Texarkana
- Configuration of the Application(s) as agreed to with City of Texarkana
- Preliminary testing of configurations in test
- Assist City of Texarkana with Functional testing
- Deliver Subject Matter Expert Training to City of Texarkana's staff
- Work with City of Texarkana to implement any purchased interfaces

The delivery of the above services is detailed in the following sections and are broken into six Stages:

Stage 1 – Initiation

Stage 2 – Requirements Gathering

Stage 3 – Configuration

Stage 4 – Data Conversion

Stage 5 – Testing

Stage 6 – Deploy

Phase 1 - Discovery

Stage 1 – Initiation

City of Texarkana Project Manager and Harris ERP Project Manager will coordinate and schedule a Kick-Off Meeting with all Project Staff as identified in this Statement of Work. The Kick-off Meeting will communicate the following:

- Key Team Members
- Scope of Work
- Project Escalation Chain
- High Level Timeline/Schedule
- Review Milestones
- Next Steps & Meetings

Outcomes:

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
Project Team Assembly	Action	Yes	Yes
Kick-off Agenda & Presentation	Document	Yes	Yes
Completion of Kick-off Meeting	Action	Yes	Yes

Assumptions:

- Kick-off presentation will be drafted & presented together by City of Texarkana Project Manager and Harris ERP Project Manager. Harris ERP will provide a presentation template to be used collaboratively
- A copy of the agenda will be circulated with attendees prior to the meeting
- A copy of the final agenda will be circulated after the meeting to all attendees
- The project team members identified within this Statement of Work for City of Texarkana must attend the kick-off meeting

Stage 2 – Requirements & Data Gathering

Following the Kick-off Meeting, City of Texarkana Project Manager and Harris ERP Project Manager will coordinate a meeting for the appropriate Project Team Lead(s) to meet with the Application Consultant to conduct a Business Process Review (BPR) to review and document City of Texarkana's existing challenges with current processes and workflows for the Applications.

For a successful BPR meeting, the Application Consultant will provide Application Questionnaires for the Project Team Lead and SMEs to complete. The questionnaires are required to be completed prior to the BPR to help the Application Consultant prepare an agenda for the BPR meeting.

Workflow Scope

As part of the Business Process Review, the Application Consultant will work with the appropriate Team Members to determine required specific configurations of the Applications. Any changes that City of Texarkana wishes to make to the workflows that differ from the approved BPR Report may require a Change Order for additional services.

Reporting Scope

Harris ERP will provide City of Texarkana with standard reports. It is assumed that the configurations made as part of the Business Process Reviews will provide City of Texarkana with the appropriate data it requires. Modifications to the standard reports will be evaluated during the respective Business Process Review. Any custom reports or modifications identified as part of the Business Process Review will require a Change Order.

Interface Scope

The City of Texarkana has requested an interface with My Benefits Channel for employee pay stubs only to be posted to. Any new requests for imports and/or interfaces not included in the contract or SOW will be considered out of scope and subject to additional services and fees.

Application	Interfaces Listed in Contract	Interfaces Not Listed in Contract
Financials	Not Applicable	
HR & Payroll	My Benefits Employee Portal for Pay Stubs only	

If City of Texarkana wants to include any other imports and /or interfaces or third-party software, a Change Order will be required to modify the scope of work.

Development Scope

There is the potential for additional development services to be identified during any project. There are no development services included in this project. Where City of Texarkana identifies a need for additional functionality to be developed, Harris ERP and City of Texarkana will work together to document the requirements. A Software Development Requirements (SDR) document will be prepared and agreed to and will be accompanied by a signed Change Order including any fee for services before any development services begin.

Harris ERP reserves the right to determine whether to proceed with the development wherein such determination shall be in Harris ERP’s sole commercial discretion. Any such development shall be the sole property of Harris ERP. City of Texarkana acknowledges that a change order may be required for additional services for the Application Consultant to develop the SDR, regardless if City of Texarkana elects to implement and purchase the desired functionality or not.

Outcomes:

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
Application Specific Questionnaire	Document	Yes (to complete)	Yes (to provide)
Application Specific Questionnaire Review	Action	Yes	Yes
Examples of System & State Reporting	Documents	Yes	
Data Extracts from Current System for Data Conversion including Historical Payroll Checks	Documents	Yes	

Assumptions:

- The Project Team Lead and any SMEs as needed from City of Texarkana are required to attend
- The Harris ERP Application Consultant will lead the discussion and document all findings
- The Project Team Lead & SMEs will be responsible for signing off on the Questionnaire
- The Questionnaire report will be provided to all stakeholders
- The project will not proceed until the Questionnaire has been accepted by City of Texarkana & Harris ERP
- The Questionnaire & Reports provided by City of Texarkana may identify additional services, interfaces, functionalities that are not covered in this Statement of Work. If City of Texarkana wishes to incorporate those aspects into the project, a Change Order will be created and agreed to by both parties.

Stage 2 – Requirements Gathering Completion – Billing Milestone

Phase 1 Stage 2 will be deemed complete upon signing of the BPR Report by City of Texarkana or the 10-calendar day timeframe for acceptance has passed. This will also trigger the following **Billing Milestones**:

This will also trigger the following **Billing Milestones**:

Application	Milestone Payment #
Finance	#3
Human Resources/Payroll	#3

Phase 2 Development

Stage 3 – Configuration

During this stage, the Application Consultant will configure the Applications in City of Texarkana’s test environment to the specifications and workflows contained in the BPR Report. Where applicable, configurations will be developed with the Project Team Lead to facilitate knowledge transfer. This will enable City of Texarkana to maintain and update the Application based on changes in processes and workflows on its own. Further training to City of Texarkana will be provided in the Testing Stage.

Harris ERP will provide documentation on the general functionality of the Application’s Configuration settings. It is City of Texarkana’s responsibility to document its preferences of those functionalities that are not already documented in the BPR Report.

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
Configure Applications per Questionnaire	Action	Yes	Yes
Configuration Walkthroughs	Action	Yes	Yes

Assumptions

- All configurations will be completed in City of Texarkana’s test environment

Stage 4 – Data Conversion

The purpose of this section is to define the scope of data to be converted as part of the implementation. Additionally, a high-level description of the conversion process is given. The information below will be incorporated in the Data Conversion Plan that will be developed during, and used for, the Project.

Data Sources

The legacy Finance and HR/Payroll Solution is Select.

Time Period

Historical data will include transactions for the year of Go Live and one year prior. For finance, this can be either calendar or fiscal and for payroll, this will be calendar.

Data to be Converted

The following information is included in the scope of work

Financials	Configuration	Historical Data
General Ledger	Chart of Accounts	Opening Balance GL Transactions
Accounts Payable	Vendors AP Configuration	Historical AP Historical Checks Open Invoices Form 1099 Data PCard Transactions
Budgeting	N/A	Budget Budget Adjustments
Purchasing/Requisitions	Purchasing Configuration	Open Purchase Orders

HR & Payroll	Configuration	Historical Data
HR / Payroll	Assignments & Authorizations Courses Cost Centers Custom Dates Departments Employee-Assignment Accruals Employee-Assignment Items - Deductions, Taxes, Employer Fringe Employee-Demographics Employee-Dependents Employee-Direct Deposit Employee-Distribution Accounts Employee-Emergency Contacts Pay Rates-Base & Additional Rates Pay Rates-Salary Matrix Payroll Banks Position Setup	Activity Logs Assignment Accruals-Beginning Balance Assignment Activity Awards Check History Detail Check History Header Check Reconciliations Employee Pay Rate History Grievances Incidents Reviews Screenings Status History

*Any other items or additional historical data that City of Texarkana wishes to have converted may require additional services, and therefore a Change Order to modify the Scope of Work.

Overview of Conversion Process

City of Texarkana is responsible for extracting all legacy data into a series of CSV or Excel file formats that will be used for each conversion based on the specifications provided by Harris.

The Harris Application Consultant will provide the City of Texarkana with the import spreadsheets specifications for conversion. City of Texarkana is responsible for data extract, data manipulation, and populating the CitySuite import spreadsheets. No changes can be made to the import templates. The

Application Consultant can provide answers to questions regarding the import spreadsheets. Harris ERP will teach City of Texarkana to import the data into the Application, to enable and empower them to convert more historical data into the system on their own. If City of Texarkana requires additional assistance, or additional conversions, then a Change Order may be required.

Customer shall own all data. As owner of such data, City of Texarkana is responsible to ensure the integrity, accuracy, and completeness of such data. Harris ERP shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data.

Outcomes

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris Responsibility	ERP
Import Spreadsheets	Document	Yes		
Conversion Coaching	Action	Yes	Yes	
Data Extracts from Current System for Data Conversion	Documents	Yes		

Stage 4 Data Conversion Billing Milestone

Upon successful conversions of the prior calendar year's data into the applicable CitySuite applications, the following **Billing Milestones** will be triggered:

Application	Milestone Payment #
Finance	#4
Human Resources/Payroll	#7

Stage 5 – Testing / Training

To ensure successful testing of the Applications, SME Training must occur. This SME Training will be delivered to those users identified in the BPR Report with the goal of familiarizing them with the new processes and workflows. This SME Training is required to complete the functional testing requirements expected of City of Texarkana. At a minimum, the Project Team Lead must attend the SME Training.

The purpose of SME Training is to train the core project team on the new/existing functionality that will be used to create or change workflows and processes. Attendees of this training should include the Project Team Lead and SMEs who will manage major functions of the Applications. The lessons will instruct trainees on how to execute business processes within the Applications. This training may include introductory or basic training to users unfamiliar with the Applications. The SME Training will occur throughout this Stage and will vary depending on the size and availability of the individuals selected by City of Texarkana and the number of new workflows and processes being implemented. The training will be a combination of formal training sessions and ad-hoc training, where questions arise during testing.

Once the SME Training has occurred, the Application Consultant and the Project Team Lead will develop test plan documents jointly. The test plan will be designed to evaluate the outcomes of the configurations performed by the Application Consultant. City of Texarkana will have 30 calendar days to complete testing of any functionality once made available in the test environment. The progress of testing will be monitored via the testing plan.

The Application Consultant will perform limited functional testing based on business-critical processes to ensure sufficient functionality before City of Texarkana executes functional testing. The Project Team Leads or SMEs (where applicable) will then perform functional testing; this entails testing individual workflows or specific modifications to ensure accurate functionality and results. If specific workflows or functions are not working as expected, then City of Texarkana must notify the Application Consultant with the details of the issue.

The Application Consultant, with the Project Lead, will track any issues identified and the resolution(s) taken to resolve the issue. Harris ERP expects City of Texarkana to re-test the issue to confirm resolution.

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
SME / Core Team Training	Action		Yes
Testing Checklist	Document	Yes	Yes
Initial Configuration Testing	Action		Yes
Functional Testing	Action	Yes	
Issue Identification & Tracking	Document	Yes	Yes
Issue Resolution	Action	Yes	Yes
Stylesheet: Standard Check	Document	Yes	Yes

Assumptions:

- All SME Training & testing of workflows and processes will be performed in City of Texarkana’s test environment
- The Project Team Lead will sign off on issue resolution and the testing plan on behalf of City of Texarkana
- City of Texarkana Project Manager and Project Team Lead are responsible for creating a Functional Testing schedule, either on a day-by-day or week-by-week basis, depending on the amount of testing and personnel required to complete the testing
- Weekly status calls to assess progress and address issues may be required to ensure timely completion

- If City of Texarkana does not complete testing within the 30-calendar day timeframe, then the configurations will be deemed accepted. If issues arise due to incomplete or lack of testing, then delays in the project timeline are likely to occur, and require additional work for both parties is anticipated, and would require a change order for those additional services.
- For stylesheets configuration there will be 3 conversions (initial, corrective, final.) The final conversion will be done before go- live. There will be no changes (additional data sources, import templates) to the stylesheets after the corrective conversion. Additional conversions or customizations of the standard stylesheets will require a change order for additional services.
- Any state reporting forms that will require significant modifications or development within the Application may warrant a Change Order – the state reporting forms must be provided to Harris ERP as soon as possible during the Requirements Gathering (BP) Stage.

Stage 5 – Testing & Training Completion Billing Milestone

Phase 2 Stage 5 will be deemed complete when City of Texarkana agrees in writing that: 1) the configurations agreed to in the Questionnaires and State Reporting perform as agreed to and 2) data conversions are completed, or the 10-calendar day timeframe for acceptance has passed. This will also trigger the following **Billing Milestones**:

Application	Milestone Payment #
Finance	#5
Human Resources/Payroll	#8

Phase 3 Delivery

Stage 6 – Deploy

This stage includes transition planning, end-user training, go live preparation, and go live support. During this final stage City of Texarkana will conduct end user training while the Project Managers will jointly work with team and departments on finalizing transition plans for the go live. Go live indicates that business operations and processes are being performed by the Applications and is the primary system of record for City of Texarkana.

During the week of Go-Live, a daily wrap-up meeting will be held. This meeting will be facilitated by the Project Managers with the primary goal to review activities of the day and report any issues. This meeting is to be attended by the Harris ERP and Customer Project Teams. Everyone shall report on the events of the day, any problem areas, and goals for the next day. This meeting will serve as an important vehicle for sharing information across the Project Team, especially when remote locations are a factor.

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
Deploy Configurations to Live Environment	Action	Yes	Yes

End User Training	Action	Yes	*No
Go-Live Support	Action	Yes	Yes
Go-Live Schedule	Document	Yes	Yes
Issue(s) Tracking	Document	Yes	Yes
Issue(s) Resolution	Action	Yes	Yes

Assumptions

*If City of Texarkana determines they would like Harris ERP’s assistance with end user training, a change order will be executed.

Go-Live Support (remote or onsite) will be provided by the Harris Application Consultant(s) for the first five (5) business days, during Regular Work Hours. (Special arrangements are required if weekend support is required and additional fees may be required.)

After these five days, the implementation team will continue to be first line of support remotely for a period not to exceed 30 calendar days.

The Harris ERP Project Manager will assist and coordinate any additional activities and/or meetings as required

End User Training Scope

It is City of Texarkana’s responsibility to provide end user training within 30 days prior to going live. Subject Matter Experts (SME) typically conduct the end user training. If City of Texarkana would like assistance of Harris ERP to conduct end user training, a change order will be executed, and the additional bucket of hours will be used.

Phase 3 – Delivery Completion Billing Milestone

If City of Texarkana would like assistance of Harris ERP to conduct end user training, a change order will be executed, and additional bucket of hours will be used. Phase 3 will be deemed complete on the fifth day of Go-Live Support. The Harris ERP Project Manager will deliver a Go Live Customer Acceptance Form (CAF) to City of Texarkana Project Manager as formal documentation that all items within the Statement of Work have been delivered. Any exceptions will be listed in the Go Live Customer Acceptance Form. The following **Billing Milestones** will be triggered upon Customer acceptance, or the 10-calendar day timeframe has passed.

Application	Milestone Payment #
Finance	#6
Human Resources/Payroll	#9

Post-Live Support

Post live support will continue by Harris Implementation team for a period of 30 calendar days post live. A call will be scheduled with City of Texarkana, Harris implementation team and Harris Customer Support to review any outstanding go live issues and handover ongoing support to Customer Support.

Assumptions:

After transition to Support, City of Texarkana is expected to contact Customer Support. If additional training is required, City of Texarkana will be required to procure additional training services via a Change Order.

After completion of Go-Live City of Texarkana will assume primary responsibility of the Applications and its day-to-day management and support. City of Texarkana will be responsible for primary support of business processes and end users.

Version Requirements

City of Texarkana must ensure its test and live environments are on the same versions, and those versions must be the most recent and available CitySuite version. Delays in doing so would delay the project schedule and may require a change order for additional services.

Limits and Exclusions

Harris ERP will not perform the following during implementation:

- Implementation of products or delivery of services not listed on the signed Quote or Statement of Work.
- Setup of additional system environments and databases
- Troubleshooting issues relating to City of Texarkana's IT infrastructure.
- Implement, install, maintain, or repair third-party software, servers, workstations, or any other hardware

APPENDIX A – Specific Questions for Review

APPENDIX B – Change Order Template

Change Order Request

Title			
Requested By		Submitted To	
Change Order Request #		Priority	
Requested Date		Response Required Date	
Description of Requested Change			
Justification for Change			
Impact of Not Making the Change			

Change Order Response

Response By		Submitted To	
Response Date			
Proposed Resolution			
Work Effort			

Project Management Analysis

Risk / Cost if Approved	
Risk / Cost if NOT Approved	
Impact to Project Schedule	
Total Cost and Payment Terms	

The above change request has been submitted, assessed, and approved by the individuals below Signed Approval of this document indicates the change described may be executed as described.

Signed: _____
Customer Executive Sponsor

Date: _____

Signed: _____
Customer Project Manager

Date: _____

Signed: _____
Harris ERP Executive Sponsor

Date: _____

Signed: _____
Harris Project Manager

Date: _____

APPENDIX C – BUSINESS PROCESS REVIEW (BPR) TEMPLATE

INTRODUCTION

<Client> has contracted with Harris ERP to implement the Financials Application of the CitySuite Solution. <Client> currently utilizes the <Legacy> for their Financial Software application. Business process review meetings were held from <dates of BPR Period>, to obtain the information as outlined in this document.

The Financials Application includes the following modules which are subject to contracted applications:

Entity, Chart of Accounts, General Ledger, Budgeting, Purchasing, Accounts Payable, Fixed Assets, Projects and Grants, Inventory, Accounts Receivable, Cash Receipts, Reporting, Interfaces

OVERVIEW

This document describes and evaluates the current practices/technology associated with the Fixed Assets and provides recommendations for process improvements to help the organization attain its objectives through the utilization of the applications in CitySuite.

Document Control

Version	Date	Author(s)	Description
1.0			

Analysis Team

Name	Subject Matter Expert Area(s)

<MODULE> SETUP

Process Objectives

Objectives associated with the process and how they are aligned to the overall process goal

- To configure the module of the application as outlined in the Financial Questionnaire

Current Process Description

Below are the entity settings as discussed in the Finance Module of the CitySuite Application.

- Entity
 - Address Information
 - Client Legal Name:
 - Physical Address:
 - Mailing Address:
 - Phone Number
 - Website
 - Tax Information
 - Federal Tax ID
 - State Tax ID
 - Fiscal Year
 - <fiscal year>
 - 12 Periods
 - Accounting Methods
 - Methods: Modified Accrual
 - PO Encumbrances are recognized
 - Pre-Encumbrances are recognized
- Bank Information
 - Pooled Cash is utilized
- Reporting
 - Financial Reports

Process Improvements & Changes

Recommendations for process enhancements based on the internal and external discussions with the <Client> and Harris ERP consultant.

All entity configurations will be reviewed and completed using the Configuration Workbook(s) supplied to client during the Configuration Phase of the project.

Task	Recommendation
------	----------------

Client Comments:	Date:

Application Consultant Follow Up Comments:	Date:

