

Pea Ridge City Council
Regular Meeting
May 20, 2025

The Pea Ridge City Council met in a Regular Meeting on Tuesday, May 20, 2025, at 6:00 p.m., in the Council Room at the City Hall Administration Building.

Those present were: Mayor Nathan See, City Clerk Sandy Button, Council Members Ginger Larsen, Nadine Telgemeier, Bob Morrison, Steve Guthrie, Cody Keene and Jeff Neil. Also present was City Attorney Shane Perry.

Others present were: Nick Larsen, Clint Bowen, Dustin Phy, Keegan Stanton, Jake Wagner, Jasmine Johnson, Annette Beard, Lynn Hahn, Karen Sherman, David Eaton, Angie Jennings, Mike Nida, Keegan Stanton and Zackary Cramer.

Mayor See called the meeting to order.

Mayor See opened the meeting in prayer followed by the Pledge of Allegiance.

Public Comments: None

Alderman Neil moved, seconded by Alderman Guthrie to approve the minutes of the April 15, 2025, Public Hearing, April 15, 2025, Regular Meeting, April 24, 2025, Special Meeting and the May 13, 2025, Special Meeting. The roll being called, the vote was as follows: Ginger Larsen voted aye; Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

David Eaton, CPA Audit Manager, Przybysz Associates, CPAs, P.C., presented the Audited Financial Statements December 31, 2024, for the City of Pea Ridge Waterworks and Sewer System. Mr. Eaton stated that they found no material violations. He stated the audit was very good with no findings. Alderman Keene moved, seconded by Alderman Guthrie to accept this audit as presented. The roll being called, the vote was as follows: Ginger Larsen voted aye; Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

Alderman Neil, seconded by Alderman Guthrie, moved to introduce all ordinances tonight by title only. The roll being called, the vote was as follows: Ginger Larsen voted aye, Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

Mayor See read Ordinance Number 902 by title only, which is entitled:

AN ORDINANCE UPDATING THE PEA RIDGE POLICE DEPARTMENT
POLICY AND PROCEDURE MANUAL, DECLARING AN EMERGENCY,
AND FOR OTHER PURPOSES

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Alderman Keene, seconded by Alderman Neil, moved that the rule requiring the reading of an ordinance by title only on three different days be suspended. Mayor See put the question on the adoption of the motion and the roll being called, the vote was as follows: Ginger Larsen voted aye, Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

Thereupon Mayor See declared that at least two-thirds of all members of the council have voted in favor of the motion to suspend the rule. The motion carried, and the rule suspended. Mayor See then read the Ordinance by title only.

Alderwoman Larsen, seconded by Alderman Guthrie, moved that the Ordinance be adopted. The question was put by Mayor See on the adoption of the motion and the roll being called, the vote was as follows: Ginger Larsen voted aye, Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

Alderman Keene, seconded by Alderman Guthrie, moved that the Emergency Clause be adopted. The question was put by Mayor See on the adoption of the motion and the roll being called, the vote was as follows: Ginger Larsen voted aye, Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

The Mayor thereupon declared the Ordinance and Emergency Clause adopted and signed the Ordinance, which was attested by the City Recorder and sealed with the Seal of the City.

Mayor See read Ordinance Number 904 by title only, which is entitled:

AN ORDINANCE AMENDING PEA RIDGE MUNICIPAL CODE SECTION 6.04.11,
AND FOR OTHER PURPOSES

Alderman Keene, seconded by Alderman Guthrie, moved that the rule requiring the reading of an ordinance by title only on three different days be suspended. Mayor See put the question on the adoption of the motion and the roll being called, the vote was as follows: Ginger Larsen voted aye, Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

Thereupon Mayor See declared that at least two-thirds of all members of the council have voted in favor of the motion to suspend the rule. The motion carried, and the rule suspended. Mayor See then read the Ordinance by title only.

May 20, 2025

Alderman Neil, seconded by Alderwoman Larsen, moved that the Ordinance be adopted. The question was put by Mayor See on the adoption of the motion and the roll being called, the vote was as follows: Ginger Larsen voted aye, Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

The Mayor thereupon declared the Ordinance adopted and signed the Ordinance, which was attested by the City Recorder and sealed with the Seal of the City.

Mayor See read Ordinance Number 905 by title only, which is entitled:

AN ORDINANCE AMENDING THE ZONING OF PROPERTY WITH THE CURRENT ADDRESS OF 1136 NORTH CURTIS AVENUE, PEA RIDGE ARKANSAS, 72751 (PARCEL NOS. 13-00271-000 and 13-00283-001) AND LEGAL DESCRIPTION IN SECTION 1 FROM R-1, LOW DENSITY RESIDENTIAL AND C-1, NEIGHBORHOOD COMMERCIAL TO C-2, GENERAL COMMERCIAL.

Alderman Keene, seconded by Alderman Neil, moved that the rule requiring the reading of an ordinance by title only on three different days be suspended. Mayor See put the question on the adoption of the motion and the roll being called, the vote was as follows: Ginger Larsen voted aye, Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

Thereupon Mayor See declared that at least two-thirds of all members of the council have voted in favor of the motion to suspend the rule. The motion carried, and the rule suspended. Mayor See then read the Ordinance by title only.

Alderman Keene, seconded by Alderwoman Larsen, moved that the Ordinance be adopted. The question was put by Mayor See on the adoption of the motion and the roll being called, the vote was as follows: Ginger Larsen voted aye, Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

The Mayor thereupon declared the Ordinance adopted and signed the Ordinance, which was attested by the City Recorder and sealed with the Seal of the City.

May 20, 2025

Mayor See read Resolution Number 559, which is entitled:

A RESOLUTION TO APPLY FOR GREAT STRIDES/TRAILS FOR LIFE GRANT FUNDS THROUGH THE ARKANSAS DEPARTMENT OF PARKS, HERITAGE AND TOURISM TO DEVELOP A SMOKE-FREE PUBLIC TRAIL AT THE PEA RIDGE CITY PARK.

Alderwoman Larsen moved, seconded by Alderman Neil to approve Resolution Number 559 as read. The roll being called, the vote was as follows: Ginger Larsen voted aye; Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

Mayor See read Resolution Number 560, which is entitled:

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH PRIDE AMUSEMENTS

Alderman Keene moved, seconded by Alderman Guthrie to approve Resolution Number 560 as read. The roll being called, the vote was as follows: Ginger Larsen voted aye; Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

Alderman Neil moved, seconded by Alderwoman Larsen to recycle the Fire Department 2009 Dodge Charger. The roll being called, the vote was as follows: Ginger Larsen voted aye; Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

Announcements:

Thank you to all who attended and made the first annual "The Ridge Report" on Saturday, May 10th, such a hugely attended and great success.

Congratulations to all the 2025 graduating seniors from Pea Ridge High School.

The Pea Ridge Blackhawk girls' softball team will play in the State finals for the championship this Friday, May 23rd at 1:00 p.m. against Bauxite at UCA in Conway.

May 20, 2025

Upcoming Events:

Alderman Guthrie moved, seconded by Alderman Keene to adjourn the meeting. Motion passed unanimously.

Nathan See, Mayor

Sandy Button, City Clerk

ORDINANCE NO. 907

**AN ORDINANCE ADDING CHAPTER 11.40 REGULATING
CONDITIONS OF CONSTRUCTION PERMITS; AND FOR
OTHER PURPOSES**

WHEREAS, the City of Pea Ridge, Arkansas, has received complaints from its citizens regarding excessive construction noise and disturbances during the night; and,

WHEREAS, the City of Pea Ridge, Arkansas, has determined that regulations are needed to promote the public peace, health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pea Ridge, Arkansas:

Section 1: Addition of Chapter 11.40 Conditions of Construction Permits to Title 11 of the Pea Ridge Municipal Code. Section 11.40 is hereby added to Title 11 of the Pea Ridge Municipal Code and shall read as follows:

“CHAPTER 11.40

CONDITIONS OF CONSTRUCTION PERMITS

SECTIONS

- 11.40.01 Conditions of construction permits**
- 11.40.02 No waiver of conditions**
- 11.40.10 Revocation of construction permits**
- 11.40.15 Appeal**
- 11.40.20 Fine**

11.40.01 Conditions of construction permits

The following paragraphs of this section outline conditions applicable to every construction-related permit issued by the City of Pea Ridge.

A. Hours of construction

1. Findings and purpose The city council finds that unlimited, nighttime construction is a hazard to the public health, safety, and welfare. Regulation is required to protect the citizens' quiet enjoyment of their

homes.

2. Hours of use Each construction permit issued by the city is conditioned upon all construction activities occurring during the hours outlined in this paragraph. Commercial and residential exterior and interior construction work, including erection, excavation, demolition, or repair of any building and its components, shall be allowed from 6:00 a.m. to 6:00 p.m., Monday through Friday; 7:00 a.m. to 6:00 p.m. on Saturday; and 1:00 p.m. to 6:00 p.m. on Sunday. Additional interior construction work shall be allowed from 6:00 p.m. to 10:00 p.m., Monday through Saturday, provided all exterior openings are improved with closed windows and doors.
3. Emergencies The construction hour restrictions in § 11.40.01.A.2, supra, shall be adhered to except in the case of an emergency impacting the public health, safety, and welfare, and then only with written permission from the Mayor or Director¹ of the city department that issued the construction permit, which permission may be granted for a period not to exceed thirty (30) days while the emergency continues. If an emergency arises when city permission is not obtainable, the necessary work may begin, as required, and reported to the Mayor or Director of the city department that issued the construction permit on the first business day the city is open after the emergency arises. If the city agrees with the emergency designation, permission shall be retroactively applied to the beginning of the emergency.
4. Alternative-hours work permit In cases where construction work can only be performed outside of the hours listed in § 11.40.01.A.2, supra, hereafter referenced as “alternative hours,” the Director of the city department that issued the construction permit, or his designee, may issue a temporary, alternative-hours work permit² on forms created by the city administration.

Applicant must provide the following:

- 1) the work that is proposed to be performed during the alternative hours,
- 2) the reasons the work cannot be performed during the hours permitted by § 11.40.01.A.2,

¹ Defined in this Chapter 11.40 as the city employee who directly reports to the Mayor.

² A separate approval from the construction permit that modifies the permitted working hours.

- 3) the specific impact on the construction or interested parties if the temporary permit is not granted,
- 4) all mitigation measures that will be taken to limit the impact on the surrounding and nearby properties,
- 5) the steps taken to communicate the need to work during alternative hours with the impacted neighbors and public, and
- 6) any possible risks to the public health, safety, and welfare.

Permission shall be granted if the Director of the city department that issued the permit, or his designee, upon review, finds that the applicant's proposal:

- 1) sufficiently demonstrates the need to perform work during alternative hours,
- 2) adequately provides for mitigation of the impact upon surrounding and nearby properties (after communicating with the impacted neighbors and the public), and
- 3) poses no risk to the public health, safety, and welfare.

If approved, the temporary, alternative-hours work permit may be issued for one (1) to seven (7) days. The applicant must obtain the alternative-hours permit and all required construction permits before commencing any work during alternative hours. Alternative hours permittees must take all precautions to avoid disturbing adjacent and nearby occupancies. The city reserves the right to revoke any alternative-hours permit if the work performed disrupts adjoining businesses or residential occupancies or is detrimental to the public health, safety, and welfare.

5. *Exceptions.* The prohibitions of § 11.40.01.A.2, supra, shall not apply to government road, water, sewer, stormwater construction or maintenance projects³, or to utility company construction, maintenance, or service restoration projects.

B. License and Registration Compliance

Every construction permit issued by the city is conditioned upon the construction work being performed by properly licensed and registered professionals. General contractors and subcontractors working under a city construction permit

³ Roads, utilities, and facilities, prior to dedication for public use, do not qualify as exceptions.

shall:

1. possess all required licenses to conduct the work,
2. be in good standing with all applicable licensing agencies, and
3. be authorized by the state and county, as required, to work in Benton County, Arkansas.

11.40.02 No waiver of conditions The permit conditions established by this ordinance may not be waived or modified under any circumstances, absent compliance with §§ 11.40.01.A.3 and 11.40.01.A.4.

11.40.10 Revocation of construction permit Every construction permit issued by the city is subject to the conditions stated herein. Failure to adhere to the conditions outlined within this chapter shall subject a construction permit to suspension or revocation.

11.40.15 Appeal An applicant or permittee may appeal any determination made within Chapter 11.40 within ten (10) business days to the Mayor by filing a petition with the City Clerk.

11.40.20 Fine Violations of the provisions of this chapter of the Pea Ridge Municipal Code shall be deemed a misdemeanor and any person, firm, or corporation guilty of any such violation shall be subject to a fine of not less than Two Hundred and Fifty Dollars (\$250.00), nor more than Five Hundred Dollars (\$500.00), and each day during which a violation continues shall constitute a separate offense and the fine for such continuing violation shall be not less than Two Hundred and Fifty Dollars (\$250.00), nor more than Five Hundred Dollars (\$500.00).

(Ord. No. _____, § 1)"

Section 2: Severability. In the event any portion of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally herein.

Section 3: Repeal. All laws, ordinances, regulations, resolutions, or parts of the same that are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

PASSED AND APPROVED this ____ day of _____, in the year of our Lord, 2025.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk-Treasurer

RESOLUTION NO. 563

**A RESOLUTION AUTHORIZING THE MAYOR, CITY CLERK AND POLICE CHIEF TO ENTER INTO AN
SRO AGREEMENT WITH THE PEA RIDGE SCHOOL DISTRICT**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the city of Pea Ridge, Arkansas:

Section 1: That the Mayor, City Clerk and Police Chief be and are hereby authorized to enter into an SRO agreement with the Pea Ridge School District as outlined in the agreement attached hereto.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED AND APPROVED this 17th day of June, in the year of our Lord, 2025.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk



School Resource Officer (SRO)

Memorandum of Understanding

This Memorandum of Understanding (MOU) between the Pea Ridge School District (school district) and the Pea Ridge Police Department (law enforcement agency) was executed on May 12, 2025.

This MOU provides for a written agreement between the Pea Ridge School District (School District) and the Pea Ridge Police Department. It establishes the needed commitment and support from both institutions. It provides guidelines and policies relevant to the performance of the School Resource Officer (SRO). An SRO is a sworn law enforcement professional assigned to a public school campus during the instructional day or employed by a school district/open enrollment charter school. This MOU will serve as a document that SROs, school administration, the law enforcement agency, students, parents and/or caregivers may refer to for structure and accountability. This MOU shall be reviewed, updated, and signed annually by the administrations of the Pea Ridge School District and the Pea Ridge Police Department. The school administration welcomes recommendations from all community stakeholders, including parents/caregivers, students, teachers, the assigned SRO, other law enforcement personnel, and members of the community. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation that exists between the school district, the law enforcement agency, and the local community.

I. Purpose

The purpose of the MOU is to establish the mission of the School Resource Officer program (SRO program), and provide for an understanding between the school district and the law enforcement agency that the success of the SRO program is a cooperative effort. Additionally, the MOU clarifies roles and expectations of the SRO and formalizes the relationship between the school district and the law enforcement agency. Following the guidelines as established within the MOU will help in building a positive relationship between law enforcement officers, school staff, and students; support a safe and positive learning environment; and potentially decrease the number of youth formally referred to the juvenile justice system.

II. Mission

The mission of the School Resource Officer program is to promote school safety by establishing a safe, supportive, and orderly environment that maximizes collaboration for the enhancement of student learning and success.

III. Goals of the SRO Program

The SRO, SRO supervisor(s), and school officials will collaborate to reduce school violence by:

- a) Ensuring a safe learning environment for students, teachers, and staff.
- b) Fostering a positive school climate based on respect for all children and adults in the school.
- c) Creating partnerships with community stakeholders and other care providers in the community for the benefit of students, staff, and families.
- d) Reducing crime committed by and against youth on campus or in the community.
- e) Establishing a trusted channel of communication with students, parents, and teachers through observation and engagement.
- f) Ensuring SROs serve as a positive role model to instill in students:
 1. Good moral standards,
 2. Respect for others, and
 3. Sincere concern for the school and community.

IV. Chain of Command

- a) An SRO shall be assigned to a school during the instructional day. During the hours that school is in regular session, the SRO may also be assigned additional responsibilities by the law enforcement agency in emergency type/critical incident situations that may require the SRO to leave campus. The law enforcement agency recognizes that removing an officer from the school campus causes difficulty in the school and will only do so when absolutely needed.
- b) The SRO operates under the supervision of the law enforcement agency. When a situation arises within the school that is determined to be criminal in nature, the SRO will notify his/her law enforcement agency supervisor and school administration.
- c) Minor offenses committed on school property can and often should be handled internally within the school without filing criminal charges. Each situation will have unique factors to consider. The SRO shall consult with a member of the school administration (superintendent or principal) concerning these types of offenses. Offenses, such as fighting or using vulgar language, that do not involve serious physical injury shall be considered school discipline issues and handled internally by school officials rather than law enforcement.

V. Roles and Responsibilities

This SRO program is intended to be unique to the community, based on input from the school district administration, teachers, faculty, students, families and community members.

- a) **SRO Roles** – The SRO Program is designed for the SRO to fulfill three overall roles: 1) Law Enforcement Officer; 2) Mentor/ Informal Counselor; (3) Educational Resource.

1. Law Enforcement Officer Role

The SRO in this role provides public safety within the established school boundaries through motorized and foot patrol. The SRO collaborates with the school district/open enrollment charter school administration in developing or updating emergency crisis/critical incident response plans as well as plans for the training of students and staff on various issues. The SRO should establish himself/herself as a resource for students, teachers, parents, and other school staff, while maintaining his/her status as a law enforcement officer.

As a law enforcement professional, the SRO is certified to carry a firearm. SROs will follow their law enforcement agency protocol and policies for the use of force. A copy of the agency policies shall be attached to this MOU and incorporated by reference.

2. Mentor/Informal Counselor Role

One of the primary roles the SRO will fulfill is fostering a positive school climate through relationship building and crime prevention. The SRO will engage in various activities, in consultation with school administration, teachers, and students. He or she should strive to build a school culture of open communication and trust between and among students and school staff. The SRO should focus on getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges at school (such as bullying), at home, or both, and need additional resources or attention to be successful in school.

3. Educational Resource

In this role, the SRO should participate in the school community by becoming a member of the educational team. This will provide the SRO a method to build positive relationships with students, their families, and school staff. Whether talking to students in the hallway, in the lunchroom, or delivering a presentation in the classroom, the SRO should become embedded in the education fabric within the school. Note that any and all presentation materials to be used in the classroom must first be approved in accordance with the district's selection of instructional materials policy.

4. Clarifications of the SRO's role in:

- Responding to Criminal Activity

A role of the SRO, as a law enforcement professional, is to enforce criminal and traffic laws. The SRO will have the authority under Arkansas law to issue warnings and use alternatives to arrest at their discretion.

- School Policy Violations
School faculty and staff, not the SRO, should always handle violations of the school student code of conduct or rules that are not criminal matters. SROs are not school disciplinarians, but rather licensed peace officers charged with enforcement of all applicable local, state and federal laws within their jurisdiction. The SRO should not directly intervene in disciplinary incidents unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school. When intervening, the SRO will employ de-escalation techniques as appropriate. All school staff should receive training on the roles and responsibility of the SRO so there is a clear understanding that school discipline is the responsibility of the appropriate school staff. The SRO will report school policy violations through the proper channels to be handled by school administration. In this regard, it is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

- Locker, Vehicle, Personal, and Other Searches
Absent a search warrant or consent, the SRO may conduct a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe the search will result in evidence that the student has committed or is committing a criminal offense. An officer may conduct a limited search of a student's outer clothing when the officer has reasonable suspicion to believe that a student is in possession of a weapon that poses a danger to the officer or others present.

The SRO will not ask a school employee to conduct a search for law enforcement purposes. The SRO may perform searches independent of the school administration only during emergency situations or where criminal activity is suspected.

School employees shall not ask SROs to perform any searches that do not meet the criteria listed above.

b) Primary Responsibilities

The primary responsibilities of the SRO in an SRO Program include, but are not limited to

1. Patrolling the campus by vehicle if necessary but primarily on foot to reduce/prevent crime and help to provide a safe and secure learning environment.
2. Serving as an educational resource, and as a liaison between the school and the law enforcement agency.
3. Developing and maintaining mutually respectful relationships with students and staff to support a positive school climate.
4. Preparing for and providing classroom instruction on a variety of relevant topics.
5. Being proactive in creating and taking advantage of educational situations. (Note: school administrators are encouraged to leverage this resource.)
6. Preparing initial police reports and investigation of crimes committed on campus.
7. Taking enforcement action on criminal matters involving students, when appropriate.
8. Attending school special events as agreed upon in Appendix A.
9. Collecting and maintaining data on SRO activities (arrests, citations, educational programs, etc.)
10. Assisting the school safety coordinator or designated staff member in developing emergency response plans as well as strategies (such as training students and staff) to prevent and/or minimize dangerous events, such as an armed person(s) or active shooter on campus, hostage situations, student disturbances, and natural/man-made disasters.
11. Taking appropriate law enforcement action against individuals or unwanted guests who are at the school or a school function in accordance with the SRO's law enforcement authority.

VI. Physical Restraint or use of Chemical Aerosol Sprays

Except in the case of a clearly unavoidable emergency in which a trained member of school personnel is not immediately available due to the unforeseeable nature of the situation, the physical restraint of a student shall only be used by a member of school personnel who is appropriately trained to administer physical restraint.

- a) The SRO should not be involved in the physical restraint of a student unless:
 1. There is imminent danger of serious physical harm to the student or others; or
 2. The SRO has received the appropriate training on the use of physical restraint in accordance with Ark. Code Ann. § 6-18-2401 et seq. As a sworn law enforcement officer, the SRO may intervene to de-escalate situations.
- b) Physical intervention, including use of aerosol sprays, by the SRO will be undertaken in accordance with the law enforcement agency protocol and policies for the use of force. An SRO acting in the role of a school's behavioral intervention team member will respond in accordance with Ark. Code Ann. § 6-18-2401 et seq.
- c) Any use of force must be reported to the school administration and the SRO law enforcement

supervisor. The rationale for the action must be fully documented by use of established reporting procedures, such as use of physical force to affect an arrest, or control a combative person.

VII. Limits on Interrogations and Arrests

- a) An SRO may participate in the questioning of a student about conduct that could result in criminal charges. In accordance with established law enforcement procedure, a student must be informed of their Miranda rights in age-appropriate language before being questioned; this must be done in the presence of a parent or guardian if the student is under the age of 18. The student's parent(s) or guardian(s) should be allowed sufficient time to arrive at the school to be present for this process.
- b) The Superintendent or other member of the school administration shall be notified if possible prior to an arrest of a student. The student's parent(s) or guardian(s) shall be notified of their student's arrest as soon as practical but always in a timely manner in accordance with Arkansas Law, including Ark. Code Ann. § 6-18-513.

VIII. Role in Truancy Issues

The SRO will not take an active role in truancy matters or in the tracking of truants. The SRO will act as a liaison between the school and law enforcement personnel should law enforcement involvement become necessary due to safety concerns and may assist in performing a safety or well-being check.

IX. Student Educational Records and FERPA

The school district and the law enforcement agency acknowledge the benefit of appropriate information sharing for improving the health and safety of students but also the importance of limits on the sharing of certain types of student information by school personnel. The school district and the law enforcement agency also acknowledge that there is a distinction between student information shared for law enforcement purposes and student information shared to support students and connect them with necessary mental health, community-based, and related services.

- a) In order to facilitate prompt and clear communications, the school district and the law enforcement agency acknowledge that the principal (or their designee) and the SRO are the primary points of contact for sharing student information in accordance with this Agreement.
- b) In accordance with the school district policy on privacy of student records and directory information, SRO's are generally considered "School Officials with a legitimate educational interest" IF the school designates the SRO as such in their FERPA policy.
- c) In addition to FERPA, the Parties agree to comply with all other state and federal laws and regulations regarding confidentiality, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) if applicable.

X. Program Structure

The SRO Program will consist of a law enforcement officer certified within the state of Arkansas who is an employee of the Pea Ridge Police Department (law enforcement agency). The SRO will be assigned by the head of the law enforcement agency to work within the Pea Ridge School District (school district), and will meet all requirements as set forth by the Pea Ridge School District (school district).

XI. Selection and Financial Consideration

- a) The school district administration and the head of the law enforcement agency may establish specific procedures governing the selection of the SRO.
- b) The school district administration and the head of the law enforcement agency shall collaboratively establish the financial agreement necessary for the SRO program, including but not limited to salary, fringe benefits, training costs, and other foreseeable expenses. The specific financial agreements for each SRO shall be identified in Appendix A. The assigned campus(es), hours on campus, day-to-day duties, extracurricular requirements, and activities during the summer should also be specified in Appendix A.

XII. Supplies/Equipment

In order to implement an effective SRO program and create a safe learning environment for students, the school district/open enrollment charter school and law enforcement agency will work in partnership to provide necessary supplies and equipment specified in Appendix A, including but not limited to:

- a) A designated private office (at least one per program/campus);
- b) Standard office equipment (i.e. computer, phone, internet connection, etc.);
- c) Standard law enforcement equipment (i.e. radio, transportation, lethal/non-lethal weapon, etc.);
and
- d) Additional supplies, resources, and equipment as needed (i.e. uniforms, safety/first aid supplies, instructional resources, etc.).

XIII. Training Requirements

- a) The SRO shall complete:
 - 1) The forty (40) hour Basic School Resource Officer course within eighteen (18) months of being assigned to the public school district/open enrollment charter school. This course must be developed and provided, or approved, by the Arkansas Center for School Safety.
 - 2) Within five (5) years of receiving the initial Basic School Resource Officer training, a sixteen (16) hour School Resource Officer Refresher training developed and provided, or approved, by the Arkansas Center for School Safety.
 - 3) Certification in Youth Mental Health First Aid, which must be maintained and renewed

every four (4) years if the SRO remains assigned to the school district.

- 4) Twelve (12) hours annually of public school-specific continuing education developed and provided, or approved, by the Arkansas Center for School Safety. Other training required shall include, without limitation:
 - the roles and responsibilities of school resource officers in school districts/open enrollment charter schools;
 - laws that are specific to school districts/open enrollment charter schools; and
 - adolescent behavior and development.
- 5) A SRO who fails to complete any required training shall be unable to serve as an SRO until the training is completed.

b) School District staff

- 1) A superintendent and principal who accept an SRO shall complete a one (1) hour School Resource Officer Roles and Responsibilities training developed and provided, or approved, by the Arkansas Center for School Safety, within nine (9) months of accepting the SRO.
- 2) Personnel directly responsible for supervising an SRO shall complete a one (1) hour School Resource Officer Roles and Responsibilities training developed and provided, or approved, by the Arkansas Center for School Safety within one (1) year of accepting the SRO and every two (2) years thereafter.
- 3) An SRO shall not be assigned to a school district/open enrollment charter school where the superintendent and/or principal have not completed the required training.

XIV. Program Review

The SRO, school administration, and the assigned law enforcement agency supervisor will meet at least annually to determine the goals and objectives of the SRO program for the respective school. A written review of the SRO program should be conducted at least annually.

XV. SRO Evaluation

The SRO and his/her effectiveness shall be evaluated at the end of each school year. The evaluation shall include input from the school administration.

XVI. Term of Agreement

The term of this agreement shall coincide with the school district's school year and will commence on or about **July 1, 2025**, and continue through the end of the **2025-2026** school year.

XVII. Termination of Agreement

Either party may terminate this agreement upon sixty (60) days written notice to the other party.

XVII. Modification

No modification of this MOU shall be valid or binding unless the modification is in writing, duly dated, and signed by both parties.

Executed this ____ day of _____, 20 ____.

<p>PEA RIDGE SCHOOL DISTRICT</p> <p>By: _____ SUPERINTENDENT</p>	<p>CITY OF PEA RIDGE:</p> <p>By: _____ MAYOR</p> <p>By: _____ HEAD OF LAW ENFORCEMENT AGENCY</p>
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Appendix A

School Resource Officer (SRO) Financial Agreements, Duties, Assignments, and Other Staffing Details.

1. Financial Agreement Details (To include salary, fringe benefits, training costs – mandated and additional, equipment and supplies cost, and other foreseeable expenses)

1.1 The Pea Ridge Police Department will employ and assign five (5) School Resource Officers.

1.2 The Pea Ridge School District herein agrees to reimburse the law enforcement agency the sum of **\$291,500**, to employ five (5) SROs, for assignment during regular operation of the school district.

1.3 Activities attended by the SRO’s or other officers of the law enforcement agency at the request of the school district outside of the regular hours of operation of the school will be compensated at the rate agreed upon by the school district and the law enforcement agency.

1.4 The school district will not pay the law enforcement agency for expenses incurred by the SRO's and/or the law enforcement agency resulting from law enforcement-related activities and equipment used by the SRO's outside of the scope of the duties outlined in this MOU.

1.5 The law enforcement agency shall pay all costs related to the SRO's employment, including salary and all other costs incurred for mandated in-service training related to state certifications, vehicle expenses, radios, uniforms, equipment, and other benefits, as stated in the City and law enforcement agency's employee handbook.

1.6 The school district shall reimburse the law enforcement agency for the services provided for in this MOU in **eight (8) consecutive monthly payments of \$36,437.50**, with the first payment due on **September 12th, 2025**.

2. Campus(es) Assigned

A total of five (5) SRO's will be assigned to cover the Primary School, Intermediate School, Middle School, Junior High School, and High School campuses to include the ALE school. The law enforcement agency will control, in coordination with the school district administration, the individual SRO's assignments and may change those assignments at any time with notification to the school district administration. The school district and law enforcement agency acknowledge that SRO's may be assigned to cover multiple campuses and that some campuses may not have an SRO on campus during portions of the school day when those SRO's are covering shared campuses as assigned by the law enforcement agency. No specific times will be set for the coverage of any particular campus covered by a shared SRO.

The normal SRO schedule will be 7:30 AM to 3:30 PM each day the school district is in operation.

SRO's shall not be required to attend in-service days except that the school may request the officer to participate in specific training events through the SRO supervisor.

3. Extra-Curricular Activity Requirements

SRO's are required to attend home varsity football games, senior prom, and the graduation ceremony.

Additional police coverage for extracurricular activities and/or special events are by request and may be filled by SRO's or other officers of the law enforcement agency when available. The school district shall be credited for 500 hours of police coverage for extracurricular coverage by SRO's or other officers. The district will reimburse the city at a rate of \$50.00 per hour for extracurricular coverage above the agreed upon 500 hours.

The school district acknowledges that special coverage for events outside of regular school operating hours places a significant burden on the law enforcement agency to provide manpower. As such, the school district recognizes that special coverage may not be available and the law enforcement agency makes no guarantees for coverage to special events outside of those specifically stated above in this MOU.

RESOLUTION NO. 564

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A CONTRACT WITH HALFF ASSOCIATES, INC.**

WHEREAS, the city needs engineering services and desires to contract with Halff Associates, Inc. ("Halff").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the city of Pea Ridge, Arkansas:

Section 1: That the Mayor and City Clerk be and are hereby authorized to execute the attached agreement with Halff at the rates set forth therein.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED AND APPROVED this 17th day of June, in the year of our Lord, 2025.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk-Treasurer

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS

This Agreement for Professional Engineering Services (the "Agreement") is entered into by the **City of Pea Ridge** a **Political Subdivision** of the State of **Arkansas** ("Client"), duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer ("Engineer"), relative to Engineer providing professional engineering services to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

I. TERM OF AGREEMENT. This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until terminated as provided herein.

II. SERVICES TO BE PERFORMED BY ENGINEER. Engineer shall provide to Client basic engineering services on an "as needed" basis as determined by Client (collectively the "Services"). The Services may include, without limitation, planning, surveying, project design, project development, and consultation regarding general engineering issues, review of documentation, GIS services, database services, and defined construction phase services. Specific Services to be performed shall be set forth in and more fully described in a task order ("Task Order").

- a. **Task Orders.** Task Orders are not binding until fully executed by each Party. Upon specific written request by Client, Engineer will prepare a detailed fee schedule for Client's review and approval. Should Client request, Engineer may agree to assist Client in developing and preparing a scope of services responsive to a particular request to be incorporated into each Task Order. Task Orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended.
- b. **Independent Contractor Status.** Engineer shall perform the Services hereunder as an independent contractor and not as an agent or fiduciary of Client.
- c. **Standard of Care.** Engineer shall perform the Services with the normal and customary standard practices of the engineering profession ordinarily used by members of the profession under similar circumstances at the same time and in the same locality where the Services are to be performed (the "Standard of Care").
- d. **Timeliness of Performance.** Engineer shall perform the Services hereunder with due and reasonable diligence consistent with the Standard of Care.
- e. **Client Objection to Personnel.** If at any time after the Effective Date Client has a reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Client shall notify Engineer in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Engineer shall promptly propose substitutes to Client. Upon Client's mutual agreement, Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution. Engineer must secure Client approval prior to hiring any and all consultants.

III. COMPENSATION AND PAYMENT TERMS.

- a. **Fees and Costs.** Client agrees that Engineer shall be paid for all Services rendered hereunder at the hourly rates reflected on Exhibit A, attached hereto, plus reimbursable of reasonable and necessary expenses ("Direct Costs") incurred by Engineer in the performance of the Services. Direct Costs include, without limitation, postage, equipment, expendables, mileage, subcontractor or special consultant fees, freight, testing fees, copies, and blueprints. Exhibit B lists the current Unit Pricing Schedule for Direct Costs. Direct Costs shall be billed at 1.1 times actual costs.
- b. **Invoices.** Engineer will submit monthly statements to Client for actual Services rendered and reimbursable

expenses incurred, if any. Invoices will be reasonably itemized to show the services performed broken down by the person(s) performing such services, the amount of time expended by such person(s) in performing the services, the billing rate for each such person, and a brief summary of the services performed by each such person.

- c. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Engineer receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.
- d. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Engineer of nonpayment, Engineer shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
- e. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the applicable Task Order. Unless stated otherwise in such Task Order, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.
- f. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Engineer in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date, invoice number and the disputed amount. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute charges not disputed within said thirty (30) day period.
- g. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Engineer with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Engineer's services; (iii) provide access to property owned by Client and or any third party as may be necessary for the performance of Engineer's services for Client; (iv) make prompt payments in response to Engineer's statements; and (v) respond in a timely manner to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

V. TERMINATION. Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Services being performed by a third party. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS.

- a. **Ownership by Client.** All sketches, computations, drawings, tracings, documents, technical reports, charts, plans, specifications, photographic negatives, survey notes, and maps and other data prepared or obtained under the terms of the contract (collectively the "Deliverables") shall be electronically and physically delivered

to and become the property of the City without restriction or limitation on their use. . In the case of an agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. At the City's sole discretion, the items could become the property of the City.

Notwithstanding the foregoing, any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Engineer. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.

- b. **Reuse of Deliverables.** Any reuse by Client, or by those who obtain said information from or through Client, without Engineer's involvement, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Engineer's Affiliates").
- c. **Indemnification for Reuse of Deliverables.** Not Used.
- d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Engineer. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this section by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

To Engineer:
Half Associates, Inc.
Attn: Legal Department
1201 North Bowser Road
Richardson, TX 75081-2275
Telephone: 214-346-6200
With copies to legalhelp@half.com

To Client:
City of Pea Ridge
Attn: _____

Tele: _____
Email: _____

VIII. INSURANCE. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing performance of the services.

IX. DISPUTE RESOLUTION.

- a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise, the Parties agree that such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and

information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

- c. **Mediation.** Excluding Disputes related to a disputed and/or unpaid invoice which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Engineer. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.
- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of **Arkansas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in **Benton County, Arkansas.**

X. EXCLUSIVITY OF REMEDIES. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XI. AGREED LIMITATIONS ON REMEDIES

- a. **No Individual Liability.** Liability of an individual employee of Engineer shall be governed by applicable Arkansas law.
- b. **LIMITATION OF LIABILITY. NOT USED.**
- c. **Waiver of Consequential Damages.** The issue of consequential damages shall be governed by applicable Arkansas law.
- d. **Time Limit To Make A Claim.** The time for the Parties to make a claim under this Agreement shall be governed by applicable Arkansas law..

XII. PROJECT ENHANCEMENT/BETTERMENT.

- a. **Betterments.** If a component of the Project is omitted from Engineer's Deliverables due to the breach of this Agreement by Engineer or the negligence of Engineer, Engineer will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Notwithstanding the foregoing, Engineer will be responsible only to the extent necessary to place Client in the same position it would have been but for Engineer's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client understands and agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.
- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by Engineer or the negligence of Engineer, Engineer will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.

c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT ENGINEER'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO ENGINEER'S BREACH OR NEGLIGENCE.

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party.

XIV. NO THIRD PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XV. WAIVER. Any failure by the Parties to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the Parties may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XVI. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVII. INTEGRATION. This Standard Form of Agreement, Exhibit A, Exhibit B and each duly authorized and executed Task Order, are fully incorporated herein and represent the entire understanding of Client and Engineer and supersedes and replaces all prior, contemporaneous and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether oral, written, electronic or other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

XVIII. SIGNATORIES. Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF PEA RIDGE, Arkansas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

Hourly Rates (pursuant to Section III.a.)

SCHEDULE OF HOURLY BILLING RATES

Position	Avg Rate/Hour
Project Director	\$325
Senior Project Manager	\$288
Project Manager	\$193
Engineer V	\$338
Engineer IV	\$255
Engineer III	\$193
Engineer II	\$153
Engineer I	\$133
Landscape Architect/Planner IV	\$220
Landscape Architect/Planner III	\$168
Landscape Architect/Planner II	\$143
Landscape Architect/Planner I	\$115
GIS Analyst III	\$145
GIS Analyst II	\$108
GIS Analyst I	\$70
Designer V	\$230
Designer IV	\$170
Designer III	\$140
Designer II	\$125
Designer I	\$115
Administrative Assistant	\$105
Senior Surveyor	\$204
Surveyor	\$163
3-Man Survey Crew	\$233
2-Man Survey Crew	\$165
1-Man Survey Crew	\$115
Resident Engineer	\$213
Senior Construction Inspector	\$158
Construction Inspector	\$100

Mobilization Fees

UAS LiDAR Phoenix (Daily Rate)	\$2,500.00/Day
MX7 Mobile Photogrammetry (Daily Rate)	\$1,500.00/Day
MX9 Mobile LiDAR (Daily Rate)	\$3,200.00/Day

EXHIBIT B

Direct Costs (pursuant to Section III.a.)

EXPENSES

Mileage & Per Diem Meals:	CURRENT IRS RATE All
other Direct Costs (ODC), such as hotels, subcontractors, hotels, research fees etc.:	Cost + 10%

BILLING TERMS

1. Hourly charges will be billed in 0.25-hour minimum increments. Some services may be subject to minimum charges.
2. Hourly rates include charges for personnel, equipment, and supplies, but do not include vehicle mileage charges and per diem.
3. Travel time and mileage will be billed portal to portal from Half's office.
4. Work requested between the hours of 7:00 PM and 6:00 AM and on Saturdays, Sundays, or holidays will be charged at 125% of the noted rates.
5. Services rendered for legal proceedings, including pre-trial hearings, depositions, expert report preparation, and trial testimony, etc. will be charged at 200% of the noted rates.

TASK ORDER # 1

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS	
Effective Date of Agreement	
TASK ORDER #1 Effective Date	
Engineer:	Halff Associates, Inc.
Client:	CITY OF PEA RIDGE, Arkansas

In accordance with Section II of the Agreement for Professional Engineering Services by and between Engineer and Client referenced above (the "Agreement"), Client and Engineer hereby mutually agree upon the terms set forth in this Task Order. To the extent this Task Order conflicts with the Agreement, the Agreement shall control.

SERVICES	
1. PROJECT SCOPE:	
2. DESCRIPTION OF SERVICES (detailed)	
3. PAYMENT TYPE	<input type="checkbox"/> Time & Material <input type="checkbox"/> Fixed Price <input type="checkbox"/> Hourly Rate <input type="checkbox"/> Other
4. FEE NOT TO EXCEED (if applicable)	
5. SCHEDULE	FROM: _____ TO: _____
6. PROJECT LOCATION	
7. OTHER REQUIREMENTS AND PROVISIONS	
8. PRIME AGREEMENT (if applicable)	Owner's Name: Owner's Address: Effective Date of Prime Agreement: Other pertinent Information:

SERVICE CONTACTS	
CITY OF PEA RIDGE, Arkansas	Halff Associates, Inc.
Contact Name:	Contact Name:
Phone No.:	Phone No.:
Email:	Email:

Upon full execution of this Task Order by Engineer and Halff, Halff shall commence performance of the Services described herein in accordance with the terms and conditions of the Agreement.

ENGINEER: Halff Associates, Inc.

CLIENT: CITY OF PEA RIDGE, Arkansas

By: _____
Signature

Printed Name

Title

Date

By: _____
Signature

Printed Name

Title

Date

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS

This Agreement for Professional Engineering Services (the "Agreement") is entered into by the City of Pea Ridge a Political Subdivision of the State of Arkansas ("Client"), duly authorized to act by the City Council of said Client, and HALFF ASSOCIATES, INC., a Texas corporation, acting through a duly authorized officer ("Engineer"), relative to Engineer providing professional engineering services to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

Commented [SP1]: Due to the postponement of our meeting today, I am responding herein with my legal comments to keep things moving. As a matter of governance, the city council possesses the power to approve or disapprove.

WITNESSETH:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

I. TERM OF AGREEMENT. This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until terminated as provided herein.

II. SERVICES TO BE PERFORMED BY ENGINEER. Engineer shall provide to Client basic engineering services on an "as needed" basis as determined by Client (collectively the "Services"). The Services may include, without limitation, planning, surveying, project design, project development, and consultation regarding general engineering issues, review of documentation, GIS services, database services, and defined construction phase services. Specific Services to be performed shall be set forth in and more fully described in a task order ("Task Order").

- a. **Task Orders.** Task Orders are not binding until fully executed by each Party. Upon specific written request by Client, Engineer will prepare a detailed fee schedule for Client's review and approval. Should Client request, Engineer may agree to assist Client in developing and preparing a scope of services responsive to a particular request to be incorporated into each Task Order. Task Orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended.
- b. **Independent Contractor Status.** Engineer shall perform the Services hereunder as an independent contractor and not as an agent or fiduciary of Client.
- c. **Standard of Care.** Engineer shall perform the Services with the normal and customary standard practices of the engineering profession ordinarily used by members of the profession under similar circumstances at the same time and in the same locality where the Services are to be performed (the "Standard of Care").
- d. **Timeliness of Performance.** Engineer shall perform the Services hereunder with due and reasonable diligence consistent with the Standard of Care.
- e. **Client Objection to Personnel.** If at any time after the Effective Date Client has a reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Client shall notify Engineer in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Engineer shall promptly propose substitutes to Client. Upon Client's mutual agreement, Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution. Engineer must secure Client approval prior to hiring any and all consultants.

III. COMPENSATION AND PAYMENT TERMS.

- a. **Fees and Costs.** Client agrees that Engineer shall be paid for all Services rendered hereunder at the hourly rates reflected on Exhibit A, attached hereto, plus reimbursable of reasonable and necessary expenses ("Direct Costs") incurred by Engineer in the performance of the Services. Direct Costs include, without limitation, postage, equipment, expendables, mileage, subcontractor or special consultant fees, freight, testing fees, copies, and blueprints. Exhibit B lists the current Unit Pricing Schedule for Direct Costs. Direct Costs shall be billed at 1.1 times actual costs.
- b. **Invoices.** Engineer will submit monthly statements to Client for actual Services rendered and reimbursable

Commented [NS2]: 250520a - HALFF RESPONSE: Halff accepts this revision to Section II(e.).

Commented [SP3R2]: Resolved

expenses incurred, if any. Invoices will be reasonably itemized to show the services performed broken down by the person(s) performing such services, the amount of time expended by such person(s) in performing the services, the billing rate for each such person, and a brief summary of the services performed by each such person.

- c. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Engineer receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.
- d. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Engineer of nonpayment, Engineer shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
- e. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the applicable Task Order. Unless stated otherwise in such Task Order, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.
- f. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Engineer in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date, invoice number and the disputed amount. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute charges not disputed within said thirty (30) day period.
- g. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Engineer with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Engineer's services; (iii) provide access to property owned by Client and or any third party as may be necessary for the performance of Engineer's services for Client; (iv) make prompt payments in response to Engineer's statements; and (v) respond in a timely manner to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

V. TERMINATION. Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Services being performed by a third party. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS.

- a. ~~License to Ownership by Client. Upon Engineer's completion of Services and receipt of payment in full, Engineer grants to Client ownership of a non-exclusive license to possess and use the final drawings and instruments produced in connection with Engineer's performance of the Services to include, but not be limited~~

Commented [NS4]: 250520a - HALFF RESPONSE: Halff can agree to give the City ownership. We've modified this section accordingly with the City's requested verbiage. We also request that some of the existing verbiage remain.

Commented [SP5R4]: The proposed changes to the city's edits are not agreeable. The proposed language arguably incentivizes unreasonable invoice positions and puts the city at a disadvantage if legitimate billing concerns were to arise. To my knowledge, the city has paid Halff in a timely manner without fail.

Commented [NS6R4]: 250530a - HALFF RESPONSE: Thank you for the explanation of the "payment in full" verbiage. We have reinstated the City's original verbiage.

However, we request that the Halff's computer programs, GIS applications, proprietary data or processes remain the property of Halff.

~~to all sketches, computations, drawings, tracings, documents, technical reports, charts, plans, specifications, photographic negatives, survey notes, and maps and other project-related data prepared or obtained under the terms of the contract under this Agreement (collectively the "Deliverables") shall be electronically and physically delivered to and become the property of the City without restriction or limitation on their use. The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. In the case of an agreement scope or Project involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. At the City's sole discretion, the items could become the property of the City.~~

a. Notwithstanding the foregoing, ~~Client understands and agrees that the Deliverables and~~ any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Engineer. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.

b. ~~Prohibition Against the Reuse of Deliverables. Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Engineer and any reuse by Client, or by those who obtain said information from or through Client, without Engineer's involvement written consent, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Engineer's Affiliates").~~

c. ~~Indemnification for Reuse of Deliverables. Not Used. To the fullest extent permitted by applicable law, Client agrees to defend, indemnify and hold Engineer and Engineer's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section V.b. above. Under no circumstances shall delivery of the Deliverables by Engineer to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the Deliverables.~~

d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Engineer. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this section by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

To Engineer:
Half Associates, Inc.
 Attn: Legal Department
 1201 North Bowser Road
 Richardson, TX 75081-2275
 Telephone: 214-346-6200
 With copies to legalhelp@half.com

To Client:
City of Pea Ridge
 Attn: _____

 Tele: _____
 Email: _____

VIII. INSURANCE. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing performance of the services.

IX. DISPUTE RESOLUTION.

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Commented [NS7]: 250520a - HALFF RESPONSE: Half cannot agree to remove this first sentence. The Deliverables are intended for the specific project for which they are designed/created. However, we can agree to remove the beginning portion of the second sentence as modified.

Commented [SP8R7]: The proposed changes to the city's edits are not agreeable. The city reserves the right to use its property for any legal, municipal purpose. The city agrees that it does so at its "sole risk and without liability or legal exposure to Engineer."

Commented [NS9R7]: 250530a - HALFF RESPONSE: Thank you for the explanation. We accept in light of the additional information.

Commented [NS10]: 250520a - HALFF RESPONSE: Half cannot agree to remove this entire section. If the Deliverables are reused for another purpose, Half should not be responsible. Modified accordingly.

Commented [SP11R10]: The proposed changes to the city's edits are not agreeable. Accepting the proposed language would waive the city's governmental immunities from liability, damages, or suit.

Commented [NS12R10]: 250530a - HALFF RESPONSE: Thank you for the explanation. We believed adding "to the fullest extent permitted by law" covered this concern. However, we can accept.

- a. **"Dispute"** means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise, the Parties agree that such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b, shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. **Mediation.** Excluding Disputes related to a disputed and/or unpaid invoice which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b, above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Engineer. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c, shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX.b, or mediation pursuant to Section IX.c, the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e, below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.
- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of Arkansas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in **Benton County, Arkansas**.

X. EXCLUSIVITY OF REMEDIES. ~~The Parties acknowledge and agree that the remedies set forth in Section XII below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.~~

XI. AGREED LIMITATIONS ON REMEDIES

- a. ~~**No Individual Liability.** Liability of an individual employee of Engineer shall be governed by applicable Arkansas law. In no event shall Engineer's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.~~
- b. ~~**LIMITATION OF LIABILITY, NOT USED.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S AFFILIATES~~

Commented [NS13]: 250520a - HALFF RESPONSE: Halff can agree to remove these two sentences.

Commented [SP14R13]: Resolved

Commented [NS15]: 250520a - HALFF RESPONSE: Halff cannot agree to add "Absent allegations of intentional or reckless conduct, in..." at the beginning of this sentence. Halff is the responsible entity under this contract, not Halff's employees. Halff's insurance policies cover the actions of Halff's employees. Halff cannot agree to allow its employees to take on this personal responsibility.

Commented [SP16R15]: You are welcome to remove this paragraph in its entirety. The parties can defer to state law. If you want this paragraph included, the city requests the edit. What if a Halff employee engages in criminal or outrageous conduct not covered by the policy?

Commented [NS17R15]: 250530a - HALFF RESPONSE: Thank you for the explanation. After conducting further research on the issue, we agree to defer to applicable Arkansas law.

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TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.

- c. **Waiver of Consequential Damages.** ~~The issue of consequential damages shall be governed by applicable Arkansas law. Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit, operating costs and facility downtime, or other similar business interruption losses; however, the same may be caused.~~
- d. **Time Limit To Make A Claim.** ~~The time for the Parties to make a claim under this Agreement shall be governed by applicable Arkansas law. Client may not assert any claim against Engineer after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (23) the statute of repose provided by law.~~

Commented [NS18]: 250520a - HALFF RESPONSE: Client had removed this section. Halff cannot accept unlimited liability.

Commented [SP19R18]: The city deleted sections XI.b, c, and d, as they are not agreeable. The parties can defer to state law. Arkansas is a statutorily and judicially conservative state.

Commented [NS20]: 250520a - HALFF RESPONSE: Client requested to remove this entire section. Modified to track the applicable time frames by law.

Commented [SP21R20]: See above comment.

XII. PROJECT ENHANCEMENT/BETTERMENT.

- a. **Betterments.** If a component of the Project is omitted from Engineer's Deliverables due to the breach of this Agreement by Engineer or the negligence of Engineer, Engineer will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. ~~Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Engineer's Deliverables.~~ Notwithstanding the foregoing, Engineer will be responsible only to the extent necessary to place Client in the same position it would have been but for Engineer's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client understands and agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.
- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by Engineer or the negligence of Engineer, Engineer will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.
- c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT ENGINEER'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO ENGINEER'S BREACH OR NEGLIGENCE.

Commented [NS22]: 250520a - HALFF RESPONSE: Client requested to delete this sentence. Removal of it doesn't make sense in context of the paragraph.

Commented [SP23R22]: More edits can be made if needed. Taxpayers should not be financially responsible in these circumstances.

Commented [NS24R22]: 250530a - HALFF RESPONSE: In context, we can agree to remove this sentence. The concept of betterment is standard in the engineering industry, so we'd prefer the concept language remain.

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party.

XIV. NO THIRD PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XV. WAIVER. Any failure by ~~the Parties~~ ~~Engineer~~ to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and ~~the Parties~~ ~~Engineer~~ may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

Commented [NS25]: 250520a - HALFF RESPONSE: Halff accepts the changes to this Section XV.

Commented [SP26R25]: Resolved

XVI. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this

Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVII. INTEGRATION. This Standard Form of Agreement, Exhibit A, Exhibit B and each duly authorized and executed Task Order, are fully incorporated herein and represent the entire understanding of Client and Engineer and supersedes and replaces all prior, contemporaneous and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether oral, written, electronic or other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

XVIII. SIGNATORIES. Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ___ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF PEA RIDGE, Arkansas

By: _____
Signature

Printed Name

Title

Date

By: _____
Signature

Printed Name

Title

Date

EXHIBIT A

Hourly Rates (pursuant to Section III.a.)

SCHEDULE OF HOURLY BILLING RATES

Position	Avg Rate/Hour
Project Director	\$325
Senior Project Manager	\$288
Project Manager	\$193
Engineer V	\$338
Engineer IV	\$255
Engineer III	\$193
Engineer II	\$153
Engineer I	\$133
Landscape Architect/Planner IV	\$220
Landscape Architect/Planner III	\$168
Landscape Architect/Planner II	\$143
Landscape Architect/Planner I	\$115
GIS Analyst III	\$145
GIS Analyst II	\$108
GIS Analyst I	\$70
Designer V	\$230
Designer IV	\$170
Designer III	\$140
Designer II	\$125
Designer I	\$115
Administrative Assistant	\$105
Senior Surveyor	\$204
Surveyor	\$163
3-Man Survey Crew	\$233
2-Man Survey Crew	\$165
1-Man Survey Crew	\$115
Resident Engineer	\$213
Senior Construction Inspector	\$158
Construction Inspector	\$100

Mobilization Fees

UAS LiDAR Phoenix (Daily Rate)	\$2,500.00/Day
MX7 Mobile Photogrammetry (Daily Rate)	\$1,500.00/Day
MX9 Mobile LiDAR (Daily Rate)	\$3,200.00/Day

EXHIBIT B

Direct Costs (pursuant to Section III.a.)

EXPENSES

Mileage & Per Diem Meals:	CURRENT IRS RATE All
other Direct Costs (ODC), such as hotels, subcontractors, hotels, research fees etc.:	Cost + 10%

BILLING TERMS

1. Hourly charges will be billed in 0.25-hour minimum increments. Some services may be subject to minimum charges.
2. Hourly rates include charges for personnel, equipment, and supplies, but do not include vehicle mileage charges and per diem.
3. Travel time and mileage will be billed portal to portal from Halff's office.
4. Work requested between the hours of 7:00 PM and 6:00 AM and on Saturdays, Sundays, or holidays will be charged at 125% of the noted rates.
5. Services rendered for legal proceedings, including pre-trial hearings, depositions, expert report preparation, and trial testimony, etc. will be charged at 200% of the noted rates.

TASK ORDER # 1

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS	
Effective Date of Agreement	
TASK ORDER #1 Effective Date	
Engineer:	Halff Associates, Inc.
Client:	CITY OF PEA RIDGE, Arkansas

In accordance with Section II of the Agreement for Professional Engineering Services by and between Engineer and Client referenced above (the "Agreement"), Client and Engineer hereby mutually agree upon the terms set forth in this Task Order. To the extent this Task Order conflicts with the Agreement, the Agreement shall control.

SERVICES	
1. PROJECT SCOPE:	
2. DESCRIPTION OF SERVICES (detailed)	
3. PAYMENT TYPE	<input type="checkbox"/> Time & Material <input type="checkbox"/> Fixed Price <input type="checkbox"/> Hourly Rate <input type="checkbox"/> Other
4. FEE NOT TO EXCEED (if applicable)	
5. SCHEDULE	FROM: _____ TO: _____
6. PROJECT LOCATION	
7. OTHER REQUIREMENTS AND PROVISIONS	
8. PRIME AGREEMENT (if applicable)	Owner's Name: Owner's Address: Effective Date of Prime Agreement: Other pertinent Information:

SERVICE CONTACTS	
CITY OF PEA RIDGE, Arkansas	Halff Associates, Inc.
Contact Name:	Contact Name:
Phone No.:	Phone No.:
Email:	Email:

Upon full execution of this Task Order by Engineer and Halff, Halff shall commence performance of the Services described herein in accordance with the terms and conditions of the Agreement.

ENGINEER: Halff Associates, Inc.

CLIENT: CITY OF PEA RIDGE, Arkansas

By: _____
Signature

Printed Name

Title

Date

By: _____
Signature

Printed Name

Title

Date

PROPOSAL & CONTRACT



April 8, 2025
City of Pea Ridge
846 N Davis Street
Pea Ridge, AR

NW Arkansas Division
151 Grading Ln
Cave Springs, AR 72718
Office 479-203-7550

Attn: Monte Keene

TIPS: 2042816

Re: City of Pea Ridge - 2 Inch Street Overlay

Thank you for contacting Pavecon and allowing us to provide you with the following proposal and scope of work

Repair Type	Description	Quantity	Unit	Unit Price	Total
Asphalt	2" Overlay w/ Fiber (CITY)	45,328	SF	\$ 2.72	\$
Asphalt	2" Overlay w/ Fiber (WATER DEPT)	11,472	SF	\$ 2.72	\$
Total Project Cost =					\$

The work is to be performed as follows: *(Reference Plans or Site map as necessary)*

PAVECON, Ltd. will furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at:

- Pea Ridge, AR

Please see following pages to view repair details, inclusions, exclusions, and our terms and conditions. Please sign below to accept this proposal.

ACCEPTED:

PAVECON, LTD.

Alex Wegner
Project Manager