

## TECHNICAL ASSISTANCE AGREEMENT

Agreement, made this 19 day of January, 2021, by and between the Board of Trustees of the University of Arkansas acting for and on behalf of University of Arkansas, Fayetteville campus, 1125 W. Maple Street, 210 Administration Building, Fayetteville, AR 72701 (hereinafter referred to as "University"), and City of Cherokee Village, 2 Santee Dr, Cherokee Village, AR 72529, (hereinafter referred to as "Cherokee Village").

## WITNESSETH:

WHEREAS, Cherokee Village desires to engage the University to perform a Technical Assistance Project to prepare a cultural asset map, master plan, exhibition materials, and a final report for Cherokee Village; and

WHEREAS, University has personnel and facilities that would allow performance of the Technical Assistance entitled "Cultural Asset Mapping and Master Plan - City of Cherokee Village, Arkansas" as described in Exhibit I (hereinafter referred to as "Project"), a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, both Cherokee Village and University consider it desirable and in the public interest to perform the Project;

NOW, THEREFORE, the parties agree as follows:

1. Statement of Work and Services.

a. Cherokee Village agrees to engage the services of University as an independent contractor to perform the Project. The Project will be under the supervision of Stephen Luoni (Project Director) at University, with the assistance of appropriate associates and colleagues at University as may be required. University agrees as an independent contractor to perform the Project. Such Project was originally approved by University in accordance with University policy and may be subsequently amended only in accordance with University policy and the written agreement of University and Cherokee Village.

b. University shall commence the performance of Project promptly after the effective date of this Agreement, and shall use its best efforts to perform such Project in accordance with the terms and conditions of this Agreement.

c. In the event that the Project Director becomes unable or unwilling to continue Project and a mutually acceptable substitute is not available, and the University thereby is unable to complete Project in accordance with this Agreement, University and/or Cherokee Village shall have the option to terminate said Project.

d. Written program reports shall be provided by University to Cherokee Village as mutually agreed to by the parties to this Agreement.

2. Award and Payment. Cherokee Village agrees to pay University sixty-five thousand and one and NO/100 Dollars (\$65,000) on a cost reimbursable basis for expenses and other related costs incurred in conjunction with the Project. This cost, as shown by approximate category of expense in the attached Exhibit I which is attached hereto and is incorporated herein by reference, for information only, shall be payable upon receipt of University invoices submitted to Cherokee Village by University. University will send Cherokee Village invoices at least quarterly and no more frequently than monthly, and Cherokee

Village agrees to pay University within thirty (30) days of receipt of such invoices.

3. Basic Term. This Agreement shall become effective January 1, 2021, and unless earlier terminated as hereinafter provided, shall expire January 31, 2022.

4. Publicity. Cherokee Village will not use the name of University or of any member of University's Project staff, in any publicity, advertising, or news release without the prior written approval of University. University will not use the name of Cherokee Village nor any employee of Cherokee Village, in any publicity without the prior written approval of Cherokee Village.

5. Responsibility. The parties each agree to assume individual responsibility for the actions and omissions of their respective employees, agents and assigns in conjunction with this Project.

6. Indemnification. Cherokee Village shall indemnify and hold harmless University, its trustees, officers, agents and employees from any liability or loss resulting from judgments or claims against them arising out of the activities to be carried out pursuant to the obligations of this Agreement or the use by Cherokee Village of the results of the Project provided, however, that the following is excluded from Cherokee Village's obligation to indemnify and hold harmless:

a. The negligent failure of University to comply with any applicable governmental requirements; or

b. The negligence or willful malfeasance by a trustee, officer, agent or employee of University.

7. Default and Termination. In the event that either party to this Agreement shall be in default of any of its material obligations hereunder and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the party not in default shall have the option of terminating this Agreement by giving written notice thereof, notwithstanding anything to the contrary contained in this Agreement. Termination of this Agreement shall not affect the rights and obligations of the parties that accrued prior to the effective date of termination. Cherokee Village shall pay University for all reasonable expenses incurred or committed to be expended as of the effective termination date, subject to the maximum amount as specified in Article 2.

8. Entire Agreement. The parties acknowledge that this Agreement and the attached Exhibit(s) hereto represent the sole and entire Agreement between the parties hereto pertaining to the Project and that such supersedes all prior Agreements, understandings, negotiations and discussions between the parties regarding the same, whether oral or written. There are no warranties, representations or other Agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, amendment, alteration, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties hereto. This Agreement supersedes any other document including Cherokee Village Purchase Order(s).

9. Notices. Any notices, statements, payments, or reports required by this Agreement shall be considered given if sent by United States Certified Mail, postage prepaid and addressed as follows:

If to University:

Kathy Scheibel  
Assistant Director of Office of Sponsored Programs  
University of Arkansas  
1125 W. Maple Street  
210 Administration Building  
Fayetteville, AR 72701

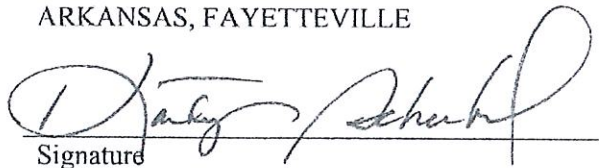
If to Cherokee Village: City of Cherokee Village  
2 Santee Dr.  
Cherokee Village, AR 72529

10. Governing Law. This Agreement shall be governed and interpreted in accordance with the substantive laws of the State of Arkansas, without reference to its conflict of laws principles, and with applicable laws of the United States of America.

**IN WITNESS WHEREOF**, this Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be deemed to be an original, but all of which taken together constitutes one and the same instrument. Executed agreement documents transmitted by electronic means are considered original documents. This Agreement is effective upon the date last signed and executed by the authorized representatives of the parties.

BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ARKANSAS ACTING FOR  
AND ON BEHALF OF UNIVERSITY OF  
ARKANSAS, FAYETTEVILLE

CITY OF CHEROKEE VILLAGE

  
Signature

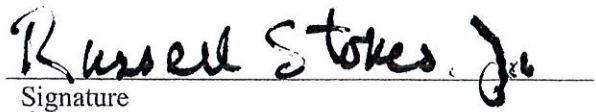
Kathy Scheibel

Name

Asst. Director of Office of Sponsored Programs

Title

1/19/2021  
Date

  
Signature

Russell Stokes, Jr

Name

Mayor

Title

1/26/2021  
Date

**EXHIBIT I**

**Statement of Work**

The University of Arkansas Community Design Center (UACDC) will work in concert with the City of Cherokee Village, Arkansas, the Arts Center of North Arkansas, and various stakeholder groups in compiling research, evaluating cultural assets and leading design charrettes. UACDC will prepare a cultural asset map, master plan, exhibition materials, and a final report. The final report will be visually based with renderings (aerials and eye-level experiences), drawings, and plans illustrating the master plan.

BUDGET - University of Arkansas					Date: 12/3/2020				
Proposed to (Sponsor):		City of Cherokee Village (NEA Our Town Program)			Select project type: On-campus other				
Proposed Start & End Dates:		1/1/2021 to 1/31/2021							
UA Lead Investigator:		Stephen Luoni							
UA Lead Dept/COLlege:		ACDC/FJAD							
SALARIES & WAGES	Base Salary	Type Appointment	Person-Months		Cost Share	Year 1		Cumulative	
			CAL/AY	SMR		Sponsor	UA	Sponsor	UA
Stephen Luoni	\$193,769	12 mo. NonCL	0.95		0%	15,000	0	15,000	0
Project Designer (T. Terral)	\$67,275	12 mo. NonCL	2.16		0%	12,000	0	12,000	0
Project Designer (T. Potluri)	\$50,000	12 mo. NonCL	2.40		0%	10,226	0	10,226	0
Co-PI #3		9 mo. NonCL			0%	0	0	0	0
		Sum			0%	0	0	0	0
Co-PI #4		9 mo. NonCL			0%	0	0	0	0
		Sum			0%	0	0	0	0
[Fill in position as needed]		12 mo. NonCL			0%	0	0	0	0
Postdoctoral Associate		12 mo. NonCL			0%	0	0	0	0
Research Associate (staff)		12 mo. NonCL			0%	0	0	0	0
Research Assistant or Tech		12 mo. NonCL			0%	0	0	0	0
Graduate Assistant (Ph.D.)			mo. @		0%	0	0	0	0
Graduate Assistant (Masters)			mo. @		0%	0	0	0	0
Hourly, non-student(s)			hrs @		0%	0	0	0	0
Hourly, enrolled student			hrs @		0%	0	0	0	0
<b>Total S&amp;W</b>						<b>37,226</b>	<b>0</b>	<b>37,226</b>	<b>0</b>
<b>FRINGE BENEFITS</b>					<b>Institutional Rate:</b>				
Faculty/staff academic / calendar salary			26.53%			9,876	0	9,876	0
Faculty summer salary			15.86%			0	0	0	0
GRA(s)			6.61%			0	0	0	0
Hourly, non-student			5.49%			0	0	0	0
Hourly, enrolled student			0.05%			0	0	0	0
<b>Total FB</b>						<b>9,876</b>	<b>0</b>	<b>9,876</b>	<b>0</b>
<b>Total Salaries + Benefits</b>						<b>47,102</b>	<b>0</b>	<b>47,102</b>	<b>0</b>
TRAVEL - Domestic							0	0	0
TRAVEL - Foreign							0	0	0
MATERIALS & SUPPLIES (not fees or services, which are "Other")							0	0	0
JOURNAL PUBLICATION FEES							0	0	0
OTHER DIRECT COSTS (itemize by type; insert extra rows if needed.)							0	0	0
							0	0	0
							0	0	0
							0	0	0
							0	0	0
							0	0	0
<b>Subtotal Other Direct Costs</b>						<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Modified Total Direct Costs (above subtotal costs subject to F&amp;A Cost)</b>						<b>47,102</b>	<b>0</b>	<b>47,102</b>	<b>0</b>
F & A COST (MTDC x RATE):			38.0%			17,899	0	17,899	0
F & A COST (UNRECOVERED):			0.0%			0	0	0	0
F & A COST (COST-SHARE):			0.0%			0	0	0	0
<b>Modified Total Direct Costs (first \$25K of each subaward)</b>						<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
F & A COST (MTDC x RATE) SUB(S):			38.0%			0	0	0	0
<i>(Direct Costs not subject to F&amp;A Cost, with the exception that the first \$25K of each subaward is subject to F&amp;A):</i>									
GRA TUITION		# Credit Hours: 21		Rate:		0	0	0	0
EQUIPMENT @ > \$5000 each							0	0	0
PARTICIPANT (TRAINEE) STIPEND							0	0	0
PARTICIPANT (TRAINEE) TRAVEL							0	0	0
PARTICIPANT (TRAINEE) SUBSISTENCE							0	0	0
PARTICIPANT (TRAINEE) OTHER							0	0	0
SUBAWARD #1, total (Institution):							0	0	0
SUBAWARD #2, total (Institution):							0	0	0
SUBAWARD #3, total (Institution):							0	0	0
SUBAWARD #4, total (Institution):							0	0	0
SUBAWARD #5, total (Institution):							0	0	0
SUBAWARD #6, total (Institution):							0	0	0
SUBAWARD #7, total (Institution):							0	0	0
SUBAWARD #8, total (Institution):							0	0	0
SUBAWARD #9, total (Institution):							0	0	0
SUBAWARD #10, total (Institution):							0	0	0
<b>TOTAL DIRECT COST</b>						<b>47,102</b>	<b>0</b>	<b>47,102</b>	<b>0</b>
<b>TOTAL PROJECT COST</b>						<b>\$65,001</b>	<b>\$0</b>	<b>\$65,001</b>	<b>\$0</b>

**AMENDMENT 1**

**To**

**TECHNICAL ASSISTANCE AGREEMENT**

**Between**

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS ACTING FOR AND ON  
BEHALF OF UNIVERSITY OF ARKANSAS, FAYETTEVILLE**

**And**

**CITY OF CHEROKEE VILLAGE**

**WHEREAS**, the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas, Fayetteville (“University”) and City of Cherokee Village (“Cherokee Village”) entered into a Technical Assistance Agreement No. TAA2112145 (“Agreement”), dated January 19, 2021 and effective January 1, 2021 for Cherokee Village to conduct specific activities under , and

**WHEREAS**, the University and Cherokee Village wish to Amend the Agreement; and

**WHEREAS**, the Agreement may be amended as provided in Article 8 of said Agreement; and

**WHEREAS**, this Amendment No. 1 is in keeping with the goals of the University and Cherokee Village;

**NOW THEREFORE**, the Agreement is hereby amended as follows:

**ARTICLE 2 – AWARD AND PAYMENT**

Article 2 shall be amended by the addition of the following text:

Cherokee Village agrees to pay University additional funds in the amount of Twenty-five Thousand Dollars (\$25,000), as shown by approximate category of expense in the attached Appendix A. Total Project funding shall not exceed dollars Ninety Thousand Dollars (\$90,000).

**EXHIBIT I**

The Statement of Work in Exhibit I of the Agreement shall be deleted in its entirety and replaced with the following text:

**Statement of Work**

The University of Arkansas Community Design Center (UACDC) will work in concert with the City of Cherokee Village, Arkansas, the Arts Center of North Arkansas, and various stakeholder groups in compiling research, evaluating cultural assets and leading design charrettes. UACDC will also develop Cherokee Village parcel and building footprint data files utilizing GIS technology. UACDC will prepare a cultural asset map, master plan, exhibition materials, and a final report, and provide GIS data files to the City. The final report will be visually based with renderings (aerials and eye-level experiences), drawings, and plans illustrating the master plan.

All other terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date of the last required signature.

BOARD OF TRUSTEES OF THE UNIVERSITY  
OF ARKANSAS ACTING FOR AND ON BEHALF  
OF UNIVERSITY OF ARKANSAS

CITY OF CHEROKEE VILLAGE

\_\_\_\_\_  
Signature

Kathy Scheibel

\_\_\_\_\_  
Name

Assoc. Director of Office of Sponsored Programs

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Russell Stokes, Jr*  
\_\_\_\_\_  
Signature

*Russell Stokes, Sr*  
\_\_\_\_\_  
Name

*MAYOR*  
\_\_\_\_\_  
Title

*10/6/21*  
\_\_\_\_\_  
Date

**APPENDIX A**

BUDGET - University of Arkansas					Date:	9/8/2021			
Proposed to (Sponsor):		Cherokee Village / NEA							
Proposed Start & End Dates:		1/1/2021		to		1/31/2022			
UA Lead Investigator:		Stephen Luoni							
UA Lead Dept/College:		ACDC							
Select project type: <b>On-campus research</b>									
SALARIES & WAGES	Base Salary	Type Appointment	Person-Months		Cost Share	Year 1		Cumulative	
			CAL/AY	SMR		Sponsor	UA	Sponsor	UA
Stephen Luoni	\$193,769	12 mo. NonCL	0.00		0%	0	0	0	0
PI, summer salary					0%	0	0	0	0
Project Designer (T. Terral)	\$67,275	12 mo. NonCL	0.91		0%	5,112	0	5,112	0
					0%	0	0	0	0
Project Designer (T. Potluri)	\$50,000	12 mo. NonCL	1.87		0%	7,806	0	7,806	0
Co-PI #2, summer					0%	0	0	0	0
Hourly, non-student(s)		1	120	hrs @	\$15	0%	1,800	0	1,800
Hourly, enrolled student				hrs @		0%	0	0	0
<b>Total S&amp;W</b>						<b>14,718</b>	<b>0</b>	<b>14,718</b>	<b>0</b>
<b>FRINGE BENEFITS</b>		<b>Institutional Rate:</b>							
Faculty/staff academic / calendar salary			25.44%	3,286					
Faculty summer salary			16.61%	0					
GRA(s)			6.62%	0					
Hourly, non-student			6.24%	112					
Hourly, enrolled student			0.54%	0					
<b>Total FB</b>				<b>3,398</b>					
<b>Total Salaries + Benefits</b>				<b>18,116</b>					
TRAVEL - Domestic				0					
TRAVEL - Foreign				0					
MATERIALS & SUPPLIES (not fees or services, which are "Other")				0					
JOURNAL PUBLICATION FEES				0					
PROFESSIONAL SERVCIES				0					
OTHER DIRECT COSTS (Itemize by type; insert extra rows if needed.)				0					
<b>Subtotal Other Direct Costs</b>				<b>0</b>					
<b>Modified Total Direct Costs (above subtotal costs subject to F&amp;A Cost)</b>				<b>18,116</b>					
<b>F &amp; A COST (MTDC x RATE):</b>			<b>38.0%</b>	<b>6,884</b>					
<i>(Direct Costs not subject to F&amp;A Cost, with the exception that the first \$25K of each subaward is subject to F&amp;A):</i>									
<b>TOTAL DIRECT COST</b>				<b>18,116</b>					
<b>TOTAL PROJECT COST</b>				<b>\$25,000</b>					



**AMENDMENT 2**  
**To**  
**TECHNICAL ASSISTANCE AGREEMENT**  
**Between**  
**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS ACTING FOR AND ON**  
**BEHALF OF UNIVERSITY OF ARKANSAS, FAYETTEVILLE**  
**And**  
**CITY OF CHEROKEE VILLAGE**

**WHEREAS**, the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas, Fayetteville ("University") and City of Cherokee Village ("Cherokee Village") entered into a Technical Assistance Agreement No. TAA2112145 ("Agreement"), dated January 19, 2021 and effective January 1, 2021 for Cherokee Village to conduct specific activities under , and

**WHEREAS**, the University and Cherokee Village wish to Amend the Agreement; and

**WHEREAS**, the Agreement may be amended as provided in Article 8 of said Agreement; and

**WHEREAS**, this Amendment No. 2 is in keeping with the goals of the University and Cherokee Village;

**NOW THEREFORE**, the Agreement is hereby amended as follows:

**ARTICLE 3 – BASIC TERM**

The parties hereby agree to amend Article 3 by deleting it in its entirety and replacing it with the following:

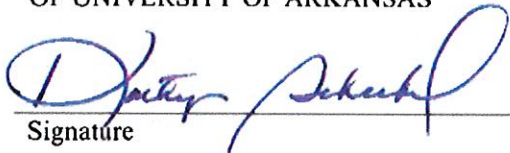
4. Basic Term. This Agreement shall become effective January 1, 2021, and unless earlier terminated as hereinafter provided, shall expire May 31, 2023.

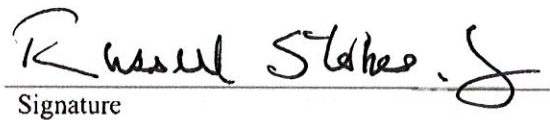
All other terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date of the last required signature.

BOARD OF TRUSTEES OF THE UNIVERSITY  
OF ARKANSAS ACTING FOR AND ON BEHALF  
OF UNIVERSITY OF ARKANSAS

CITY OF CHEROKEE VILLAGE

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Kathy Scheibel  
\_\_\_\_\_  
Name

Russell Stokes, Jr.  
\_\_\_\_\_  
Name

Director of Award Management, OSP  
\_\_\_\_\_  
Title

Mayor  
\_\_\_\_\_  
Title

1/11/2022  
\_\_\_\_\_  
Date

2/22/2022  
\_\_\_\_\_  
Date