

**REPORT OF THE
EXECUTIVE SUBCOMMITTEE OF THE
ARKANSAS LEGISLATIVE COUNCIL**

September 26, 2025

Senator Ben Gilmore, Co-Chair
Senator Justin Boyd, Vice Co-Chair
Senator Bart Hester
Senator Terry Rice

Representative Les D. Eaves, Co-Chair
Representative Jack Ladyman, Vice Co-Chair
Representative Jeff Wardlaw
Representative Brian S. Evans

September 25, 2025 Meeting

We, the Executive Subcommittee of the Arkansas Legislative Council, met Thursday, September 25, 2025, in Room B of the Big MAC Building, Little Rock, Arkansas. Senate Co-Chair Ben Gilmore, called the meeting to order and saw a quorum of members present.

Co-Chair Gilmore recognized Mr. Chester Shannon, Superintendent, Jackson County School District, to present a waiver request for Cooperative Purchasing Construction Services. **After questions from members, Representative Brian Evans, House Speaker, made a motion to approve the request for the Jackson County School District. The motion was seconded and passed by voice vote.**

Co-Chair Gilmore then recognized Mr. Jason Sanders, Superintendent, De Queen School District, to present a waiver request for Cooperative Purchasing Construction Services. **After questions from members, Senator Terry Rice made a motion to approve the request for the De Queen School District. The motion was seconded and passed by voice vote.**

Co-Chair Gilmore moved on to recognize Representative Mary Bentley and Ms. Jill Thayer, Chief Legal Counsel, Bureau of Legislative Research (BLR), to present the Georgia Center for Opportunity, Inc. (GCO) contract for consideration. **With no questions from members, Representative Jack Ladyman made a motion to enter into a contract agreement between GCO and BLR. The motion was seconded and passed by voice vote. (Attachment 1)**

Finally, Co-Chair Gilmore recognized Representative Jack Ladyman and Ms. Jill Thayer, to present the EXCEL Services Corporation contract for consideration. **After questions from members, Representative Jack Ladyman made a motion to enter into a contract agreement between BLR and EXCEL Services Corporation. The motion was seconded and passed by voice vote. (Attachment 2)**

With no further business, the meeting was adjourned.

Respectfully submitted,

Senator Ben Gilmore, Co-Chair and Representative Les D. Eaves, Co-Chair

CONSULTANT SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is between the Georgia Center for Opportunity, Inc. (“GCO”) located at 5051 Peachtree Corners Circle, Ste. 200, Norcross, Georgia, 30092, and the Bureau of Legislative Research (“BLR”), located in the State Capitol Building, Room 315, 500 Woodlane Street, Little Rock, Arkansas 72201. The BLR desires to hire GCO to provide detailed and accurate information concerning Arkansas's public assistance and workforce development programs and to provide recommendations to the Legislative Council's Hospital, Medicaid and Developmental Disabilities Study Subcommittee (the "Subcommittee") with the study assigned to it by Act 145 of 2025, as set forth in GCO's Scope of Work for Arkansas Workforce & Safety Net: Program Coordination Study, dated September 2, 2025 (the “Services and Fees Document”). The information provided by GCO under this Agreement shall be for the use and information of the Subcommittee, the members of the Legislative Council, and the Arkansas General Assembly.

GCO and the BLR hereby agree as follows:

1. **Services to be performed.** The BLR hereby retains GCO to perform the Services as set forth in GCO's Scope of Work and Fees document, as accepted by the Subcommittee on September 22, 2025. The Scope of Work and Fees document is attached hereto and incorporated into this agreement by reference as Attachment A.
2. **Data Required by GCO.** In order to perform the Services, GCO will require information that is held by various entities other than the BLR, including without limitation the Department of Commerce - Division of Workforce Services, the Department of Human Services, and the Department of Education. The parties acknowledge that such data and information is in the possession of third parties; that GCO must rely on these third parties to cooperate in providing this data and information; and that the data and information may be subject to laws restraining or preventing their release or dissemination. BLR authorizes GCO to contact the various entities holding the information that GCO requires in order to perform the Services under this Agreement. BLR Staff will be available to help to facilitate the contact with these entities upon request from GCO. BLR acknowledges and agrees that while GCO is relying on this data and information from such third parties in connection with its provision of the services under this Agreement, GCO makes no representation with respect to and shall not be responsible for the accuracy or completeness of such data and information, and/or the use of any Deliverables based on such data and information.
3. **Deliverables.** In connection with the Services to be provided, GCO will prepare various documents, including, without limitation, recommendations and reports, and will attend legislative committee meetings to present the results of its work, as requested, (the “Deliverables”) to be provided to the BLR for use by the Arkansas General Assembly and its various committees. BLR will own all Deliverables provided under this Agreement.

GCO will maintain full ownership of: (a) working papers of GCO; (b) pre-existing and/or hereinafter developed GCO materials or studies used in the provision of the Services and the Deliverables; (c) GCO know-how, processes, forms, and databases used in the provision of the Services and Deliverables, as well as any and all intellectual property owned by GCO that may be employed in providing the Services and Deliverables, with the

agreement and understanding that data provided by institutions of the State of Arkansas for analysis in this project, may be provided under a Data Use Agreement, which will require destruction of the data upon conclusion of the project. GCO is providing the Services and Deliverables for the use and benefit of the Arkansas General Assembly, and its members and committees. The Services and Deliverables are not for a third party's use, benefit or reliance, other than members of the General Assembly and as authorized by members of the General Assembly of which authorization GCO will be notified by BLR. Except as described in Section 12 of this Agreement, GCO shall not discuss the Services or disclose the Deliverables until such time that the BLR provides GCO notice that the BLR has disclosed the Services and Deliverables to third parties.

4. **Term and Termination.**

- a. The term of this Agreement will commence on September 26, 2025, and terminate on January 31, 2026, with an option to renew for an additional six (6) month period, upon mutual agreement of the parties if the need of the Subcommittee, the Legislative Council, or the Arkansas General Assembly merits an extension.
- b. Either party may terminate the Agreement by giving ten (10) days prior written notice. The obligations of each of the Parties under Paragraphs 3 and 5 of the Agreement shall survive the termination for any work completed as of the termination date, and Paragraph 13 of the Agreement shall survive the termination of this Agreement without limitation.

5. **Fees and Expenses.** The Fees and Expenses related to this Agreement are outlined in the Scope of Work and Fees document, attached hereto as Attachment A and incorporated in this Agreement by reference. The maximum amount BLR will pay to GCO for the provision of the Services is Fifty-Five Thousand Dollars (\$55,000.00). GCO shall invoice BLR monthly for work completed in the prior month, based on actual time worked at the rates set forth in the Attachment A, and expenses incurred. All invoices shall be due and payable by BLR within thirty (30) days of receipt. Monthly invoices will include reimbursements for travel related to the work being performed by GCO and attendance at legislative committee meetings. All mileage amounts will be calculated per Mapquest and copies of the Mapquest routes will be provided to the BLR with the monthly invoices, as well as copies of receipts for reimbursement of actual travel expenses.

In the event that services in addition to those described in Section 1 of this Agreement are required during the term of the Agreement, the Subcommittee shall vote to authorize additional work, subject to the approval of the ALC co-chairs, who shall have the power to approve the additional services and an additional fee for those services in an amount not to exceed ten percent (10%) of the maximum contract amount.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas's conflict of law principles. GCO agrees that any claims against the BLR, whether arising in tort or in contract, shall be brought before the Arkansas State Claims Commission, as provided by Arkansas law, and shall be governed accordingly. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the BLR, the Legislative Council, or the Arkansas General Assembly.

7. **Indemnification.** Subject to Clause 8 below, GCO shall indemnify and hold harmless BLR, its Director, agents, and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorney's fees and costs, arising out of, or relating to, GCO's work under this Agreement.
8. **Liability.** GCO shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an amount in excess of the fees paid by BLR to GCO for the defective portion of services that is the subject of the claim, and in no event will GCO's aggregate liability for all claims and/or defense obligations to the BLR exceed the total fees paid by the BLR for the specific portion of services in dispute. In no event shall GCO be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs) nor shall GCO be liable for any claim or demand against the other party by any third party (other than third party claims for which indemnification is available). The provisions of this paragraph shall apply regardless of the form of action, damages, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, including this Contract's indemnification and defense obligations. To be clear, GCO's obligations to indemnify the BLR or defend BLR shall not exceed the value of the fees paid by the BLR to GCO under this Contract. In the event indemnification or defense obligations exceed this fee, GCO is relieved of indemnification and defense liability.

The BLR shall not be liable to GCO for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including bodily injury, death, loss of revenue, profits or other benefits, and claims by any third party, even if the parties have been advised of the possibility of such damages. The foregoing limitation of BLR's liability applies to all causes of action in the aggregate, including, without limitation, to breach of contract, breach of warranty, negligence, strict liability, and other torts.

9. **Independent Contractor Status.** BLR and GCO intend that GCO be engaged to perform the services as an independent contractor. Nothing in this Agreement shall be construed as to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

GCO may not act as an agent for or on behalf of BLR or bind BLR in any manner.

10. **Assignment.** This Agreement may not be assigned without the prior written consent of both parties, which either party may withhold for any reason. Notwithstanding the foregoing, GCO may assign its rights and obligations hereunder to any of its affiliates or subsidiaries under common control and operating under the same trade name. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
11. **Subcontractors.** If at any point during the contract term GCO finds it necessary to utilize a subcontractor, GCO shall seek prior approval of the Subcommittee before contracting any part of the work to be performed under this Agreement. The Subcommittee shall have the right to not approve or to require replacement of any subcontractor found to be unacceptable by the Subcommittee.

12. **Amendment.** This Agreement may be amended upon agreement of both parties to the Agreement and the approval of the Subcommittee and the Legislative Council. Any amendment to this Agreement must be in writing and signed by both parties.
13. **Confidentiality.** “Confidential Information” under this Agreement means non-public information that a party marks as “confidential” or “proprietary” or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential information does not include any information which is (a) rightfully known to the recipient prior to its disclosure; (b) released to any other person or entity (including governmental agencies) without restriction; (c) independently developed by the recipient without use of or reliance on Confidential Information; or (d) or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from a non-party.

Each party will protect the confidentiality of Confidential Information that it receives under the Agreement except as required by applicable law, rule, regulation, or professional standard, without the other party’s prior written consent. Due to the BLR being a public entity within the State of Arkansas, all terms of this Agreement, including but not limited to fee and expense structure, are subject to disclosure under the Freedom of Information Act of 1967, Ark. Code Ann. § 25-19-101, *et seq.*

If disclosure of GCO’s Confidential Information is required by law, rule, regulation, or professional standard, (including any subpoena or other similar form of process), the BLR shall provide GCO with prior prompt written notice thereof.

In consideration of GCO’s and BLR’s agreement to provide one another with access to their respective Confidential Information, GCO and BLR each agrees to maintain in confidence all Confidential Information of the other. Except as provided in this Agreement, neither GCO nor BLR shall in any manner disclose any Confidential Information of the other to any person, entity, firm or company whatsoever, without the express written consent of the other. GCO and BLR shall each take all steps necessary to ensure that their respective partners, subcontractors, affiliates, officers, employees, independent contractors, agents and other representatives (collectively “Representatives”) maintain the Confidential Information in confidence.

14. **Restriction of Boycott of Israel.** In accordance with Arkansas Code § 25-1-503, GCO hereby certifies and agrees that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, GCO and BLR have executed this Agreement this 26th day of September, 2025.

**GEORGIA CENTER FOR
OPPORTUNITY, INC.:**

By: _____

Randy Hicks, President & CEO

Date

**BUREAU OF LEGISLATIVE
RESEARCH:**

Marty Garrity, Director

Date

ATTACHMENT A

"Scope of Work and Fees Document"

Arkansas Workforce & Safety Net: Program Coordination Study

Arkansas Workforce & Safety Net: Program Coordination Study

Prepared for Arkansas Bureau of Legislative Research
By Georgia Center for Opportunity & Alliance for Opportunity
September 2, 2025

Overview

Objectives

1. To inform the ALC-Hospital, Medicaid, and Developmental Disabilities Study Subcommittee of self-reported program inputs and outcomes for certain public assistance and workforce development programs in the state.
2. To identify areas for improved coordination and outcomes among certain public assistance and workforce development programs.

Contacts

Rachel Barkley, Executive Director, Alliance for Opportunity:
rachel@rkbarkley.com, 352-362-2091

Randy Hicks, President and CEO of Georgia Center for Opportunity:
RandyH@foropportunity.org, 770-242-0001

Address: Georgia Center for Opportunity, 5051 Peachtree Corners Circle, Ste.
200, Norcross, GA 30092

Background

Act 145 of 2025 assigned the ALC-Hospital, Medicaid, and Developmental Disabilities Study Subcommittee to study Arkansas's workforce and safety-net system to recommend reforms. Early discussion emphasized the need for a performance and coordination audit, replicating successful efforts by Utah in the 1990s and, more recently, the Louisiana performance audit that was critical for the state moving forward with its plan to adopt integration and coordination of services. Therefore, legislative leaders sought a solution and asked the Alliance for Opportunity (A4O), housed at the Georgia Center of Opportunity (GCO), to conduct the study. The Georgia Center for Opportunity (GCO) is uniquely

qualified to perform an Arkansas Workforce and Social Services study due to a unique combination of policy expertise and practical experience assisting states with restructuring and reform. GCO is a co-founder of the Alliance for Opportunity, a multi-state nonprofit coalition that evaluates the effectiveness of state-administered public assistance and workforce programs. GCO's work includes assessing state pilot projects, identifying successful models of workforce and social services delivery, and adapting evidence-based approaches for implementation in other states. This specialized expertise, combined with its established cross-state network, provides capabilities that are not available from any other vendor.

It was agreed that GCO/A4O would undertake a study that evaluates the current strengths and weaknesses of Arkansas's government structure with workforce service (WS) programs and key safety-net (SN) programs. The study will guide the ALC-Hospital, Medicaid, and Developmental Disabilities Study Subcommittee in its consideration of better program outcomes, integration, and coordination toward creating "One Door" for Arkansas. To meet the limited timeframe requested, this study will concentrate on what the committee needs to know to make informed recommendations.

Components of Study

The study will provide an overview of Arkansas's system by examining the following topics:

- In general, the study will look at how sites are set up, how services are being administered, how coordination is implemented, how integrated programs and services are, how referrals are made, and how employment activities are incorporated across programs.

More specifically:

- Governance and administrative structure and interconnections
- List of programs involved with workforce services and major safety-net programs.
- Available program data for target programs giving:
 - Fiscal data by state, federal, other, for current and past two years, including appropriated amounts, obligated balances, and accrued expenditures, including unexpended funding, including funds returned to federal or state governments
 - Amounts spent on benefits, training, other indirect benefits, administrative costs
 - Number of participants per fiscal year and other key output data

ATTACHMENT A

- Available performance data for the most recent three years for which reports and data exists actively utilized by administrators for outcome assessments
- Define the workflow from funding sources to benefit delivery for each program
- Obtain the State Plan for each program, where relevant
- Meet with select stakeholders who participate in the delivery of services through these programs, such as Adult Education providers and Local Workforce Development Boards
- Physical locations of offices for each program, coverage areas, maps, and descriptions of services provided
- Coordination and referral operational procedures for other WS and SN programs
- IT integration for eligibility of services and benefits
- Relative ease for clients to navigate system
- Emphasis of work-related activities, resources, and services offered
- Role of case managers and case workers
- Procedures for assessing needs, including mental health, substance abuse, and familial relationships, and deferral/referral of services to outside organizations
- Cross-program data coordination and streamlining of application and redetermination processes, including forms for each program
- Service integration plans that may include the braiding of federal program funding
- Data collection and reporting requirements to federal and state governments

Assumptions

- Overall and individual program cost, participation, and outcome data are readily available for all programs.
- Custom data extractions will not be required to obtain participation, cost, and outcome information.
- All data will be self-reported by agencies and not audited for accuracy.
- State agency directors and staff will be available for interviews and cooperate by responding to requests for data and information to support the project.
- Access to interview voluntary clients who agree to the interviews, and conditioned on confidentiality of personal information.
- Support from key legislators and legislative staff.
- Any delays in required data, reports, information, or staffing available may result in an extension of the delivery and/or cost of the study.

Human Resources

In-House Resources

- Project Manager: Rachel Barkley
- Project Leader: Erik Randolph
- Eligibility and Operations Expert: Ray Packer
- WIOA Consultant: Mason Bishop
- Research Data Analyst: Jason Gaby
- Content, Legal and Policy Reviewers: Les Ford, Eric Cochling
- Interview Team: Erik, Ray, Mason, Rachel, Les and others as needed
- Publication Production and Design: Rebecca Primis

Arkansas Resources

- Primary legislator contacts: to be determined by Arkansas
- Legislative staff assigned to project: to be determined by Arkansas
- Program office management and staff, including case work staff and contracted entities

Contracted Resources

- Georgia Tech 180° Consulting: Flow chart of Arkansas's current system
- Publication Production: TBD by Publication Production and Design Director

WS & SN Programs Studied:

- Workforce Innovation & Opportunity Act (WIOA) Adult Program (Title I)
- WIOA Dislocated Program (Title I)
- WIOA Youth Program (Title I)
- WIOA Adult Education Program (Title II)
- WIOA Wagner-Peyser Employment Services (Title III)
- WIOA Vocational Rehabilitation (Title IV)
- Unemployment Insurance (UI)
- Reemployment Services and Eligibility Assessment
- Supplemental Nutrition Assistance Program (SNAP) monthly food benefits
- SNAP Education and Training (E&T)
- Temporary Assistance for Needy Families (TANF) Transitional Employment Assistance (TEA)

- TANF Child Care
- Child Care Assistance Program (CCAP)
- Medicaid work requirements

Timeline

Broad timeline

September: Planning phase; preliminary collection of online data and information to answer questions needed for planning the study, framework for what the report will look like, general steps to complete the framework. Determination of benchmarks and framework for inquiries. Formal requests for data and information that includes what was already collected, assembly of preliminary information into a framework for study, determination of missing pieces. By the end of September, a working plan plus data and information requested from agencies.

October: Online interviews as needed for additional information; internal discussion of preliminary assessment. By the end of October, we will have a preliminary rough draft structure of the report with placeholders for additional information that needs to be collected or inserted. Identify gaps in data and process, and set up a plan to obtain information. Site visits begin during the last week of October. Exercise site visits to key offices and staff. Speak to key directors but also line staff. Document operational processes for online and in-person applications, redeterminations, and coordination with other services at physical locations during site visits.

November: Analysis of fact-finding missions and information requests and incorporation of findings into draft language of report. By the end of November, initial rough draft of report.

December: Verification of report information, fill-in missing pieces into document. Last-minute interviews and data requests. Completed first draft. Content editing. By the end of December, first draft is completed and passed to the document preparation team for copy editing, design, and proofing.

January: Copy editing and proofing by publication production team and reviewed by primary authors. Final publication production. Preparation of slide deck and testimony for presentation before the legislature. By the end of January delivery of report to Arkansas Legislature. Slide deck and testimony will be completed.

Method

- Set a vision of best practice as benchmarks for a study that uses internal experiences and studies.
- Scrape Arkansas websites and federal websites for information on Arkansas governance structure, program data, performance data, eligibility systems, reporting requirements, and other information. Information gathered from online sources should be able to provide a basis upon which to build the report.
- Request program and performance data from Arkansas agencies. Be sure to include in the request any customer survey data they might collect.
- Request governance structure and staffing of agencies related to the programs in the study, including physical locations, services provided at each location, coverage area for locations, staffing levels, and staffing responsibilities.
- Use findings of online information in comparison to benchmarks to form rough draft of report with placeholders for needed information. Prepare questions needed to complete report, interviews needed, sites to be visited either physical or virtual.
- Interview online agency heads and other principal individuals to clarify points of governance, operational procedures, integration, and coordination.
- Site visits of major locations to get a feel for how sites are set up, how services are being administered, how coordination is implemented, how integrated they are, how referrals are made, how employment activities are incorporated, and how they compare to vision. Document operational processes for online and in-person applications and redeterminations at physical locations during site visits.
- Use findings of site visits and interviews and additional documentation gathered to fill in placeholders and write first draft of report.
- Review first draft by principal researchers and content reviewers for verification of information and flow of presentation, including improvement of graphics. Search for any missing data points and request information from Arkansas entities or interview select individuals to add to study.
- Finalize draft and pass off to Publication Production team for copy editing, design, and proofing.
- Final document formatting and preparation for distribution.
- Prepare slide deck and testimony for presentation to Arkansas Legislature.

Staff and Budget

Staff Time

	Expected Hours	Hourly Rate	Total
Rachel Barkley, Project Manager	65	\$90	\$5,850
Erik Randolph, Project Leader	270	\$80	\$21,600
Ray Packer, Eligibility and Operations Expert	220	\$70	\$15,400
Mason Bishop, WIOA Consultant	20	\$60	\$1,200
Les Ford, Content Policy Reviewer	40	\$60	\$2,400
Eric Cochling, Content & Legal Reviewer	10	\$80	\$800
Jason Gaby, Research Data Analyst	40	\$30	\$1,200
Graphic Design	10	\$40	\$400
TOTAL			\$43,000

Estimated Travel Costs

\$12,000 Total Cost. Assuming:

- Five staff travel to Little Rock to interview agency officials and staff in October or November.
- 2 staff travel to present findings to committee in January or February.
- \$700-\$1000 airline tickets per person
- \$50/day in-state per diem (food, travel) per person, per day.
- \$200/night for 3 nights.

TOTAL COST: \$55,000

Nuclear Energy Consulting Services Agreement

1. Parties & Roles.

This Agreement is entered into between the Bureau of Legislative Research, located at State Capitol Building, Room 315, 500 Woodlane Street, Little Rock, Arkansas 72201, ("BLR") and EXCEL Services Corporation, located at 11921 Rockville Pike, Ste. 100, Rockville, Maryland 20852, ("EXCEL") (collectively referred to as the "Parties").

Role	Entity	Responsibilities
Prime Consultant	EXCEL Services Corporation	Lead and manage all study tasks; prepare draft and final reports; coordinate stakeholder engagement.
Contracting Agency	Bureau of Legislative Research	Facilitate access to state agencies (if necessary), review and accept deliverables.
Committee	Joint Energy Committee	Direct the work of EXCEL; receive the report and recommendations.

2. Purpose.

During the 2025 Regular Session of the Ninety-Fifth General Assembly of the State of Arkansas, the General Assembly passed Act 707, to create a technical feasibility study on new nuclear energy generation ("Act 707" or "the Act"). Act 707 directs that a consultant be hired to conduct the technical feasibility study and establishes the qualifications for the consultant, as well as the parameters for the study. In addition, the act requires that the consultant's final report be independently evaluated by a third party. The purpose of this Agreement is to effect the technical feasibility study mandated by Act 707 §§ 1(d)(1)–(6).

EXCEL is providing the services for the use and benefit of the Joint Energy Committee of the Arkansas General Assembly (the "Committee"). BLR is the staff agency for the Committee and the General Assembly.

3. Scope of Work.

3.1. Feasibility Study. Pursuant to Act 707, EXCEL shall conduct a technical feasibility study on implementing nuclear energy in the State of Arkansas. The

feasibility study shall determine:

(1) The advantages and disadvantages of nuclear energy generation in this state, including without limitation the economic and environmental impact;

(2) Conclusions and recommendations on:

(A) Optimal design specifications based on site characteristics, possible industrial uses, and reactor technology maturity;

(B) Land and siting criteria, including specific areas such as data centers, existing energy facilities, military bases, and industrial activities requiring process heat that are best suited for new nuclear generation;

(C) Safety criteria required;

(D) Engineering services required;

(E) The feasibility of implementing all commercially licensable and available nuclear generation technologies, including small modular nuclear reactors and microreactors;

(F) Criteria for how well the technologies under subdivision 3.1 (2)(E) of this section are tested and if there are any cases of successful research or commercial operation of the technologies; and

(G) Site transportation and electric transmission capabilities;

(3) Socioeconomic assessment and impact analysis, including without limitation consideration of the impact on:

(A) Workforce education, training, and development;

(B) The local and state tax base;

(C) Supply chains; and

(D) Permanent and temporary job creation;

(4) The timeline for development, including areas of potential acceleration or efficiencies and leveraging existing facilities within this state;

(5) Literature review of studies that have assessed the potential impact of nuclear energy generation in supporting an energy transition; and

(6) Current and future policies that may be needed to support or

accelerate the adoption of nuclear energy generation or may improve its cost-effectiveness, including a survey of federal programs and other methods that could financially assist a nuclear project in this state.

3.2. Presentation of Recommendations and Report. In addition to conducting the feasibility study, EXCEL shall prepare a draft written report of its findings and recommendations. Upon receipt of the draft evaluation from an independent evaluator, EXCEL shall review that independent evaluation and then make its final written report. EXCEL shall be available to present its final written report to the Committee, upon request of the Committee.

4. Term and Termination

4.1. Term. The term of this Agreement will commence on September 26, 2025, and terminate on September 26, 2026.

4.2. Termination. Either party may terminate the Agreement by giving ten (10) days prior written notice.

5. Schedule.

Milestone	Due Date (months after NTP)
Kick-off & Project Plan	0.5
Interim Findings Memo	4
Draft Report to BLR	8
Draft Evaluation Letter	9
Final Report to BLR	10

6. Compensation (Not-to-Exceed USD \$305,000)

6.1. EXCEL shall be paid based on hourly rates and reimbursement of expenses. The fees and expenses related to this Agreement are outlined in Attachment A and incorporated in this Agreement by reference. The maximum amount BLR will pay to EXCEL for the provision of the Services is Three Hundred, Five Thousand Dollars (\$305,000.00). EXCEL shall invoice BLR monthly for work completed in the prior month, based on milestones completed, actual time worked at the rates set forth at Attachment A, and expenses incurred. All invoices shall be due and payable by BLR within thirty (30) days of receipt. Monthly invoices will include reimbursements for travel related to the work being performed by EXCEL and attendance at legislative committee meetings. All mileage amounts will be calculated per

Mapquest and copies of the routes will be provided to the BLR with the monthly invoices, as well as copies of receipts for reimbursement of actual travel expenses.

6.2. In the event that services in addition to those described in Section 3 of this Agreement are required during the term of the Agreement, the Committee shall vote to authorize additional work, subject to the approval of the Legislative Council, who shall have the power to approve the additional services and an additional fee for those services in an amount not to exceed ten percent (10%) of the maximum contract amount.

6.3. Payment Method: All BLR payments will be made by Automated Clearing House (ACH); EXCEL shall provide required banking information.

7. Key Contract Terms

7.1. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior negotiations and understandings. It may only be amended in writing signed by both parties.

7.2. Records-Retention & Audit Access. Contractor shall maintain all books, documents, and other evidence pertinent to this Contract for five (5) years after final payment and shall permit access by BLR, the Division of Legislative Audit, and the Arkansas Legislative Council.

7.3. Indemnification & Insurance. To the extent allowed by Arkansas law, EXCEL shall indemnify, defend, and hold harmless the State for third party claims to the extent arising from EXCEL's negligence, gross negligence, or willful misconduct. EXCEL shall maintain commercially reasonable insurance. The following disclaimer shall be on each deliverable before distribution: "Prepared by EXCEL Services Corporation for the Bureau of Legislative Research. Information is provided as-is, without warranties. Use at your own risk. No liability is assumed."

7.4. Independent Contractor Status. BLR and EXCEL intend that EXCEL be engaged to perform the services as an independent contractor. Nothing in this Agreement shall be construed as to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. EXCEL may not act as an agent for or on behalf of BLR or bind BLR in any manner.

7.5. Governing Law. This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas's conflict of law principles.

EXCEL agrees that any claims against the BLR, the Committee, or the General Assembly, whether arising in tort or in contract, shall be brought before the Arkansas State Claims Commission, as provided by Arkansas law, and shall be governed accordingly. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the BLR, the Committee, the Legislative Council, or the Arkansas General Assembly. Venue for any action is Pulaski County, Arkansas.

7.6. E-Verify Compliance. EXCEL certifies that it does not employ or contract with unauthorized workers as required by Ark. Code Ann. § 19-11-105.

7.7. Confidentiality & FOIA. Proprietary data provided by third parties shall be protected consistent with Ark. Code Ann. § 23-2-316 and Act 707 § 1(e)(2)–(3).

(1) "Confidential Information" means all information which may be imparted in confidence or be of a confidential nature relating to the activities or prospective activities of the Parties, current or projected plans or internal affairs of the Parties and in particular, but not limited to, all information comprised in formulae, specifications, designs, drawings, databases, software, manuals held in whatever form relating to the creation, production or supply of any products by the Parties.

Due to BLR and Committee being a public entity within the State of Arkansas, all terms of this Agreement, including without limitation fee and expenses structure, are subject to disclosure under the Freedom of Information Act of 1967, Ark. Code Ann. § 25-19-101, *et seq.*

(2) The Parties agree and undertake that they shall treat as secret and confidential all or any Confidential Information provided by or on behalf of either Party. The Parties shall not, either during the continuance of this Agreement or at any time after the termination date, disclose or permit to be disclosed to any person whomsoever, or otherwise make use of or permit to be made use of any Confidential Information, except as strictly required in the proper performance of the Services, and/or as otherwise agreed mutually by and between the Parties in writing.

(3) Notwithstanding anything in the foregoing, nothing in this Agreement shall prevent the Parties from making disclosures of Confidential Information as required under law.

7.8. Ownership & License. The Committee, through BLR, owns the final report and independent evaluation; EXCEL retains pre-existing intellectual property and grants a perpetual, royalty-free license to BLR for the final report and independent evaluation.

7.9. Assignment. This Agreement may not be assigned without the prior written consent of both parties, which either party may withhold for any reason. Notwithstanding the foregoing, EXCEL may assign its rights and obligations hereunder to any of its affiliates or subsidiaries under common control and operating under the same trade name. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

7.10. Subcontractors. If at any point during the contract term EXCEL finds it necessary to utilize a subcontractor, EXCEL shall seek prior approval of the Committee before contracting any part of the work to be performed under this Agreement. The Committee shall have the right to not approve or to require replacement of any subcontractor found to be unacceptable by the Committee.

7.11. Restriction of Boycott of Israel. In accordance with Ark. Code Ann. § 25-1-503, EXCEL hereby certifies and agrees that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel.

7.12. Restriction of Boycott of Energy, Fossil Fuel, Firearms, and Ammunition Industries. In accordance with Ark. Code Ann. § 25-1-1101, et seq. EXCEL hereby certifies and agrees that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Energy, Fossil Fuel, Firearms, and Ammunition Industries.

8. Points of Contact

Party	Name / Title	Contact Information
BLR	Jill Thayer, BLR Chief Legal Counsel	thayerj@blr.arkansas.gov 501-683-0720
EXCEL	Brian Meadors, General Counsel	Brian.Meadors@excelservices.com 980-867-1371

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, EXCEL AND BLR have executed this Agreement this ____ day of September, 2025.

EXCEL Services

Corporation

Brian Meadors, General Counsel

Date

BUREAU OF LEGISLATIVE

RESEARCH:

Marty Garrity, Director

Date

ATTACHMENT 'A'

EXCEL Services Corporation 2025-26 Labor Rates

<u>Category</u>	<u>Hourly Rate</u>
Technician	\$120.00
Procedure Writer	\$130.00
Senior Engineer I	\$145.00
Senior Engineer II	\$160.00
Senior Engineer III	\$195.00
Senior Engineer - Executive	\$220.00
Senior Licensing Engineer I	\$145.00
Senior Licensing Engineer II	\$160.00
Senior Licensing Engineer - Executive	\$220.00
Project Manager I	\$175.00
Project Manager II	\$190.00
Physical/Cyber/Info Security Specialist I	\$155.00
Physical/Cyber/Info Security Specialist II	\$195.00
Physical/Cyber/Info Security Specialist - Executive	\$240.00
Executive Regulatory Expert I	\$235.00
Executive Regulatory Expert II	\$275.00
Executive Regulatory Expert III	\$325.00

Expenses are billed at cost (e.g., travel expenses, copies, and so forth). Major expenses will be cleared with BLR prior to the expense being incurred.