

Exhibit A

MEMORANDUM OF UNDERSTANDING
Between
ARKANSAS GAME AND FISH COMMISSION
And
CITY OF JONESBORO

RE: BOAT RAMP, COURTESY DOCK, AND CHILDRENS FISHING COMPARTMENT AT CRAIGHEAD FOREST PARK LAKE---JONESBORO, AR

Purpose.

This Memorandum of Understanding (MOU) between the Arkansas Game and Fish Commission (Commission) and the City of Jonesboro (City) is entered into for the purpose of enhancing sport-fishing and maintaining and improving public fishing access to City's Craighead Forest Park Lake through the construction of a boat ramp, courtesy fishing dock, children's fishing compartment and fish habitat improvements.

Terms and Conditions.

The Commission agrees to:

- A. Provide plans and specifications for design and construction of the facilities.
- B. Provide necessary materials and equipment to construct an ADA accessible fishing platform on the north side of the children's fishing compartment (ADA Trail is by City). Construct a levee with borrow fill materials to form the compartment adjacent to the existing Access 5.
- C. Furnish materials and labor to construct a 10' wide by 24' long wood frame courtesy dock near the new boat ramp. This construction will include an ADA compliant sidewalk access to the courtesy dock from the existing ADA parking space.
- D. Furnish materials, labor, contractors and design to construct a 20' wide by 176' long concrete boat ramp at Access 7 as per standard plans and specifications of the Commission.
- E. Provide intermittent supervision as needed by Commission Regional Construction Coordinator and District Biologist to coordinate this work.
- F. Install project signs at the boat ramp and children's fishing compartments identifying the facility and sponsors.
- G. Provide soils engineering to drill sample test holes, identify existing soil characteristics and make construction recommendations.
- H. Provide pump and personnel to pump down the lake level for this renovation work. The pump capacity is approximately 1500 gallons per minute and will discharge into the existing lake spillway system.
- I. This project is funded by the Sport Fish Restoration Program under project F-92-1, expiring June 30, 2005. Any funding for work completed beyond this period will be subject to approval of a grant amendment and extension by the U.S. Fish and Wildlife Service.

The City agrees to:

- A. Excavate approximately 28,000 cubic yards of dirt to deepen coves. Provide and install erosion control as required.

- B. Provide, haul-in and place approximately 50 each 20-yard dump truck loads of acceptable debris for fish habitat structure. Stumps excavated from lake bed may be used when available. Concrete drainage tile rejects may also be used when available.
- C. Provide materials, labor, equipment and design for ADA trails as needed at the children's fishing compartment.
- D. Provide all maintenance as needed to all of the facilities added by this MOU.
- E. Allow these facilities to continuously be open for free public use except for reasonable closure periods (such as after dark) during the 25-year anticipated useful life of the improvements.
- F. The City shall hold the Commission harmless from any and all claims incident to, or resulting from, the construction, operation, maintenance, or use of these improvements.
- G. No transfer or assignment of this Agreement or any part thereof, or interest therein shall be made unless the Commission first approves such transfer or assignment in writing.
- H. This agreement may be amended in writing at any time by the mutual agreement of the parties hereto subject to the provisions of Federal Grant #F-92-1 and any amendments thereto.

This MOU shall be in force from the time of agreement indefinitely until both the Commission and the City mutually agree to dissolve the agreement.

Both the City and the Commission understand that federal matching funds shall be used in fulfilling the Commission's obligations under this agreement. In the event that any present or future action or inaction on the part of the City results in a required repayment by the Commission of any federal funds expended on this project by the Commission, the City covenants and agrees to immediately reimburse the Commission for the full amount of any such funds the Commission is required to repay the federal agency.

By the signing of this memorandum, both the City and the Commission assure and certify that they will comply with Title IV of the Civil Rights Act of 1964(PL-88-352) and that in accordance with that ct, no person in the United States shall, on grounds of race, color, religion or national origin, be discriminated against in use of the facility.

IN WITNESS WHEREOF, each party has caused this Memorandum of Understanding to be executed by an authorized official on the day and year set forth below their signature.

ARKANSAS GAME AND
FISH COMMISSION

BY: *Over Hitchcock*
 TITLE: DEPUTY DIRECTOR
 DATE: 4-10-05