

**AGREEMENT OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF JONESBORO**

**AND**

**THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**

RELATIVE TO

**Design of BNSF railroad overpass on Highway 18 as part of a railroad corridor crossing plan** in the City of Jonesboro, (hereinafter called the "Project").

**WHEREAS**, the Arkansas State Highway and Transportation Department (hereinafter called the "Department") has completed the Highway 18 BNSF Railroad Overpass Feasibility Study, which recommends construction of a Highway 18 overpass of the Burlington Northern Santa Fe Railroad; and

**WHEREAS**, the Project scope only includes engineering design, environmental documentation and right-of-way and utility documents; and

**WHEREAS**, the estimated total cost of the Project is approximately \$1.5 million; and

**WHEREAS**, the City of Jonesboro (hereinafter called the "City") has received a FY 2014 Transportation Investment Generating Economic Recovery (TIGER) VI Discretionary Grant to be utilized for the Project, not to exceed \$1.2 million; and

**WHEREAS**, the City desires to partner with the Department in funding the Project and has committed to share in 20 percent of the project cost, approximately \$300,000; and

**WHEREAS**, funding participation will be as follows, subject to the amount of Federal-aid funds and obligation limitation approved and available for the Project:

	<u>Maximum Federal %</u>	<u>Minimum Sponsor %</u>	
Preliminary Engineering by Consultant	80	20	
Right-of-Way/Utilities	80	20	
Department Administrative Costs	80	20	; and

**WHEREAS**, Arkansas State Highway Commission Minute Order 2014-115 has authorized the Department to enter into the necessary agreements with the Federal Highway Administration (FHWA) and the City, for the Department to serve as the administrative agency for the Project.

**IT IS HEREBY AGREED** that the City and the Department will accept the additional responsibilities and assigned duties as described hereinafter.

**THE CITY WILL:**

1. Reimburse the Department for Department administrative costs in accordance with funding participation percentages shown above.
2. Be responsible for all costs included in the project scope not provided by the Federal Highway Administration. Any responsibility for work outside the project scope herein must be approved by an amendment to this agreement.
3. When requested, provide the Department with 20 percent of the funding of the Project.
4. Repay to the Department the federal share of the cost of the Project if for any reason the Federal Highway Administration removes federal participation. The City understands and agrees that the Department may cause necessary funds to be withheld from the City's Motor Fuel Tax allotment should the City fail to pay to the Department any required funds, fail to complete the Project as specified.
5. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the City, including any act of omission, neglect or misconduct of said City. Further, the City shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.

**THE DEPARTMENT WILL:**

1. Be responsible for all phases of project development, including environmental documentation, surveys and mapping, roadway and bridge design, right of way and utility plans, and property acquisition documentation.
2. Be reimbursed for all costs incurred while performing this Project in accordance with funding participation percentages shown above, up to the maximum Federal participation amount.

IT IS FURTHER AGREED that should the City fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the City from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED, that should the City fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, the Department may cause such funds as may be required to be withheld from the City's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**ARKANSAS STATE HIGHWAY  
AND TRANSPORTATION DEPARTMENT**

**CITY OF JONESBORO**

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**Scott E. Bennett, P.E.**  
Director of Highways and Transportation

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**Harold Perrin**  
Mayor

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**Carol Duncan**  
City Attorney

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**Donna Jackson**  
City Clerk

**ARKANSAS STATE HIGHWAY  
AND TRANSPORTATION DEPARTMENT  
NOTICE OF NONDISCRIMINATION**

The Arkansas State Highway and Transportation Department (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to EEO/DBE Section Head (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: [EEO/DBE\\_Section\\_Head@ahtd.ar.gov](mailto:EEO/DBE_Section_Head@ahtd.ar.gov)

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.