

CCO Form: DE31
Approved: 07/08 (ASB)
Revised: 07/14 (ASB)
Modified:

**MEMORANDUM OF AGREEMENT
BETWEEN THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION
AND CITY OF JONESBORO, ARKANSAS CONCERNING THE GLOBAL NAVIGATION
SATELLITE SYSTEM REAL TIME NETWORK OF CONTINUOUSLY OPERATING
REFERENCE STATIONS**

THIS AGREEMENT is made by and between the Missouri Highways and Transportation Commission (hereafter, MHTC) and City of Jonesboro, Arkansas (hereafter, "City of Jonesboro, Arkansas").

WHEREAS, City of Jonesboro, Arkansas owns a Global Navigation Satellite System (GNSS) unit and a Continuously operating reference station (CORS) in Jonesboro, Arkansas; and

WHEREAS, the MHTC is building a Trimble GNSS real time network of CORS with a coverage area of Southern Missouri.

WHEREAS, the MHTC is building new GNSS CORS stations, but will lack data from stations located in Arkansas; and

WHEREAS, the data from the GNSS CORS station owned by City of Jonesboro, Arkansas in Arkansas will assist MHTC in creating most complete, accurate and redundant data coverage.

NOW THEREFORE, in consideration of the mutual covenants and promises made in this instrument, the parties agree to the following:

(1) CITY OF JONESBORO, ARKANSAS WILL SHARE DATA: City of Jonesboro, Arkansas agrees to make its best efforts to share data with the MHTC when it is available from its GNSS CORS station.

A) No Cost of Revenue Sharing: Both parties agree that this agreement involves no cost sharing or revenue sharing for either organization.

B) CITY OF JONESBORO, ARKANSAS Makes No Warranties: City of Jonesboro, Arkansas makes no warranties, either expressed or implied, regarding the quality, quantity, availability, or completeness of the data provided under the terms of this Agreement.

C) No Duty to Repair or Replace: Nothing in this Agreement should be construed as a warranty or guarantee by City of Jonesboro, Arkansas that it will repair or replace its GNSS CORS station in the event the GNSS CORS system fails to work properly.

(2) MHTC WILL SHARE DATA: MHTC agrees to make its best efforts to share data with City of Jonesboro, Arkansas when it is available from its GNSS CORS network.

A) No Cost of Revenue Sharing: Both parties agree that this agreement involves no cost sharing or revenue sharing for either organization.

B) No Revenue Generation: Both parties agree that this agreement will provide free and unfettered access to the MHTC GNSS CORS network.

C) MHTC Makes No Warranties: MHTC makes no warranties, either expressed or implied, regarding the quality, quantity, availability, or completeness of the data provided under the terms of this Agreement.

D) No Duty to Repair or Replace: Nothing in this Agreement should be construed as a warranty or guarantee by MHTC that it will repair or replace its GNSS CORS station in the event the GNSS CORS system fails to work properly.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of City of Jonesboro, Arkansas and the MHTC.

(4) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(5) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the MHTC and City of Jonesboro, Arkansas as partners in a partnership or joint venture for any purpose whatsoever.

(6) RIGHTS AND BENEFITS: This Agreement is made for the sole benefit of the parties and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and City of Jonesboro, Arkansas.

(7) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City of Jonesboro Arkansas this _____ day of _____, 2014.

Executed by MHTC this _____ day of _____, 2014.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF JONESBORO, ARKANSAS

Title _____

Harold Perrin, Mayor

ATTEST:

ATTEST:

Secretary to the Commission

Donna Jackson, City Clerk

Approved as to Form:

Commission Counsel
MoDOT