

**MEMORANDUM OF AGREEMENT
BETWEEN THE
ARKANSAS STATE GAME AND FISH COMMISSION
AND THE
CITY OF JONESBORO, ARKANSAS**

THIS AGREEMENT is made and entered into between the Arkansas State Game and Fish Commission (hereinafter referred to as "AGFC" or the "Commission") and the **City of Jonesboro, Arkansas**, (hereinafter referred to as "the City").

WITNESSETH:

WHEREAS, pursuant to Amendment 35 to the Constitution of Arkansas, AGFC is vested with the control, management, restoration, conservation and regulation of the birds, fish, game and wildlife resources of the State and the administration of the laws pertaining thereto. The mission of the Commission is to wisely manage all the fish and wildlife resources of Arkansas while providing maximum enjoyment for the people; and

WHEREAS, the City is a municipal corporation duly organized in Craighead County, Arkansas; and

WHEREAS, it is the desire of the City and AGFC to cooperate for the purpose of renovating and/or establishing on each side of Lawson Road between Valley View Drive and Arkansas Highway 1 in Jonesboro (a total distance of approximately 16,600 lineal feet) a 24" nominal "project"); and

WHEREAS, Lawson Road is the primary route to AGFC's Forest L. Wood Crowley's Ridge Nature Center at 600 Lawson Road and its Northeast Arkansas Regional Office currently under construction at 600-B Lawson Road, and this project will enhance the convenience and safety for those who travel east or west on Lawson Road to visit either facility.

NOW, THEREFORE, AGFC and the City, in exchange for the mutual obligations and covenants contained herein, agree as follows:

I. Scope of Agreement

A. The AGFC agrees to:

1. Reimburse the City up to \$20,000.00 for the cost of Class 7 gravel materials used for the project. Any materials used for the project over and above \$20,000.00 total will be paid for by the City.
2. Provide to the City cooperative access to the project and coordination for project construction.

3. Provide to the City project consultation through an AGFC Regional Construction Coordinator.

B. The City agrees to:

1. Grant AGFC and its agents, employees and assigns, permission to enter on, over and across the proposed site for the purposes set forth herein.
2. Be responsible for ensuring that all required local, state and federal permits, easements, and rights of way are obtained, and that all proper licensing and approval requirements are met for the work-in-kind associated with this agreement.
3. Renovate and/or establish on each side of Lawson Road between Valley View Drive and Arkansas Highway 1 in Jonesboro (a total distance of approximately 16,600 lineal feet) a 24" nominal width gravel shoulder of Class 7 gravel materials at a 4" compacted depth.
4. Provide at its sole expense all labor, equipment, supplies and materials necessary to complete the project.
5. Upon completion of the project, submit a written request that AGFC reimburse the City up to \$20,000.00 for the cost of Class 7 gravel materials used for the project. The request for reimbursement must include detailed documentation (receipts, invoices, etc.) of up to \$20,000.00 in purchases of Class 7 gravel materials used for the project and must be submitted to the following address: Arkansas Game and Fish Commission; Attn: Jerry King, Regional Maintenance Contract Coordinator; 4001 Lindbergh Drive; Jonesboro, AR 72401.
6. Accept sole responsibility for all manner of claims, causes of action or liability arising out of any accident, injury or damage to the City, its equipment or property, its employees or agents, and to any third party's person or property while conducting any activity related to this Agreement. AGFC shall not be liable for injuries or damages because of any action of any individual or organization in connection with this work.
7. To the extent permitted by Arkansas law, hold harmless, defend, and indemnify AGFC, its Commissioners, Director, and employees from or against for any and all claims, judgments, causes of action, liability, damages, and expenses of whatsoever nature incident to, or resulting from, the City's activities or performance under this Agreement. Furthermore, notwithstanding the foregoing, the City agrees that: (a) it will cooperate with AGFC in the defense of any action or claim brought against AGFC seeking the foregoing damages or relief; (b) it will in good faith cooperate with AGFC should any third party present any claims of the foregoing nature against AGFC to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature. This Agreement shall be deemed and construed as binding solely between the two parties and shall not be deemed or construed as conferring any benefit or indemnification on behalf of any third party. Nothing in this Agreement shall be deemed or construed as an admission of liability or as

a waiver of any sovereign immunity of either party. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

II. Term

This Agreement shall become effective as soon as signed by both parties and shall remain in force until January 31, 2015, unless terminated earlier in accordance with its terms herein.

III. Termination

This Agreement may be terminated by mutual consent of the parties, or by one party upon thirty (30) days written notice. Any such termination of the Agreement is without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

IV. Amendment

Amendments to this Agreement may be proposed by either party upon written notice to the other party, and such amendments shall become effective as soon as signed by both parties hereto.

V. Notices

Any notices required hereunder shall be addressed as follows:

To City:

Harold Perrin, Mayor
City of Jonesboro
515 W. Washington Ave.
Jonesboro, AR 72401

With copy to:

L.M. Duncan, Chief Operations Officer
City of Jonesboro
515 W. Washington Ave.
Jonesboro, AR 72401

To AGFC:

Loren Hitchcock, Director
Arkansas Game and Fish Commission
2 Natural Resources Dr.
Little Rock, AR 72205

With copy to:

James D. Gunter, PE - Chief CERE
Arkansas Game and Fish Commission
2 Natural Resources Dr.
Little Rock, AR 72205

VI. Miscellaneous

- A. The parties agree that they are not entering into a legal partnership, joint venture or other such arrangement, nor is the purpose of the parties to enter into a commercial undertaking for monetary gain. Nothing in this Agreement shall be construed to place a financial commitment or obligation upon either of the parties.
- B. It is the intent of the parties that Arkansas Code Ann. §§ 18-11-304 through 18-11-306 shall be applicable to the fullest extent of the law so that AGFC and the City shall not be

liable or responsible in any manner for any personal injury, whether resulting in death or not, nor for any property loss or damage, sustained or alleged to have been sustained by any person or persons whomsoever, whether such person or persons shall be on the subject lands or water with the permission or at the sufferance of the City or AGFC.

- C. By the signing of this Agreement, the parties assure and certify that they will comply with Title IV of the Civil Rights Act of 1964 (P-L88-352) and that in accordance with that Act, no person in the United States shall, on grounds of race, color, or national origin be excluded from participating in, be denied the benefits of, or be otherwise subject to discrimination in this project.
- D. The officials executing this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of the City and the Commission, respectively, and that the terms and provisions hereof constitute valid and enforceable obligations of each.
- E. This Agreement shall be interpreted and construed in accordance with the laws of the State of Arkansas. With respect to any claim for monetary damages against the Commission, the appropriate venue shall be in the Arkansas State Claims Commission, Pulaski County, Arkansas.
- F. No transfer or assignment of this Agreement, or any part thereof or interest therein, shall be made unless all of the parties first approve such transfer or assignment in writing.
- G. This Agreement constitutes the entire agreement between the parties. There are no Agreement.

**ARKANSAS STATE GAME AND FISH
COMMISSION**

CITY OF JONESBORO, ARKANSAS

By: _____

Loren Hitchcock
Loren Hitchcock, Director

Dated this 17th day of February, 2012.