

**AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF JONESBORO
AND
THE ARKANSAS DEPARTMENT OF TRANSPORTATION**

RELATIVE TO

Design and construction of various state highway projects identified in the 2016-2020 Arkansas Statewide Transportation Improvement Program (STIP) (hereinafter called the "Projects") as shown in Attachment A.

WHEREAS, the City of Jonesboro (hereinafter called the "City") has expressed interest in partnering with the Arkansas Department of Transportation (hereinafter called the "Department") to complete these improvements within the City; and

WHEREAS, the City has agreed to accept Highway 141, Section 0 upon completion of Job 100657, I-555 - Hwy. 49 (Commerce Dr. Extension) (Jonesboro) (S) (hereinafter called the "Commerce Drive Extension"); and

WHEREAS, the City has also agreed to accept a portion of Highway 226, Section 3, from Highway 226 Spur north-northeast to Dabbs Road, as shown on Attachment B, upon completion of improvements to Highway 226 and the Commerce Drive Extension; and

WHEREAS, the City has passed Resolution No. 18:082 agreeing to partner with the Department on the Projects and has committed to contribute no less than \$7.81 million in partnering funds towards the Projects; and

WHEREAS, Arkansas State Highway Commission Minute Order 2017-084 has authorized the Director to enter into the necessary partnering agreements with the City and to proceed with surveys, plans and construction of these improvements as funds become available.

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. When requested, provide the Department with the necessary partnering funds as commitments to specific projects as shown in Attachment A. The City share on specific projects may change, but total contributions will be no less than \$7.81 million.
2. Pay for a consultant to design Jobs 100872, 100881, and 100879 utilizing 100% City funds. The cost of these designs will be counted towards the City's overall commitment of \$7.81 million.
3. Upon completion of the Highway 226 improvements and the Commerce Drive Extension, accept ownership and responsibility for the portion of Highway 226, Section 3, from Highway 226 Spur north-northeast to Dabbs Road, as shown on Attachment B.
4. Upon completion of the Commerce Drive Extension, accept ownership and responsibility of Highway 141, Section 0.
5. Provide input during the project development phase of the Projects.

THE DEPARTMENT WILL:

1. Be responsible for all design, environmental documentation, right of way acquisition, utility relocation for the Projects, unless otherwise requested by the City.
2. Consult with the City during the project development phase of the Projects.
3. Request funds from the City within the terms described heretofore to implement project development and construction for the Projects.
4. Advertise, award, and perform construction inspection for the Projects.
5. Upon completion of the Highway 226 improvements and the Commerce Drive Extension, remove the portion of Highway 226, Section 3, from Highway 226 Spur north-northeast to Dabbs Road, as shown on Attachment B, from the State Highway System.
6. Upon completion of the Commerce Drive Extension, remove Highway 141, Section 0 from the State Highway System.

IT IS FURTHER AGREED, all parties agree to be responsible only for the actions of its employees and assume no responsibility or liability for the acts or omissions of the other party or its employees. 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. 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 Ann. § 19-10-305, or the 11th Amendment of the United States Constitution. The obligations of this paragraph shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 2018.

**ARKANSAS DEPARTMENT OF
TRANSPORTATION**

CITY OF JONESBORO

Scott E. Bennett, P.E.
Director

Harold Perrin
Mayor

Carol Duncan
City Attorney

Donna Jackson
City Clerk

**ARKANSAS DEPARTMENT OF TRANSPORTATION
NOTICE OF NONDISCRIMINATION**

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit 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 (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the 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 Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance for Limited English Proficient individuals is available upon request.

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