

AFFILIATION AGREEMENT

This agreement is entered into this _____ day of _____ 2026, between Board of Trustees of the University of Arkansas acting for and on behalf of University of Arkansas, Fayetteville, hereinafter referred to as "UARK" and the City of Jonesboro, hereinafter referred to as "City."

I. PURPOSE OF THE AGREEMENT

It is understood that the participating institutions will cooperate in the Turtle Creek Wetland Partnership as described herein.

Arkansas communities face increasing challenges from urban runoff, nutrient loading, and downstream flooding. Stormwater retention ponds are widespread but are rarely optimized for nutrient removal, ecological enhancement, or public education. Many systems reduce peak flows but do not significantly address nitrogen (N), phosphorus (P), total suspended solids (TSS), or ecological function.

The proposed site drains into the Turtle Creek drainageway and contributes to regional watershed loading. Converting existing retention ponds into expanded permanent wetlands represents a scalable solution that can simultaneously:

- Improve nutrient and sediment removal
- Enhance biodiversity
- Provide climate resilience through increased infiltration and evapotranspiration
- Create measurable ecosystem service benefits
- Enable educational outreach opportunities

Despite the growth of green infrastructure practices, a knowledge gap exists in how urban wetland retrofits can serve dual roles as water treatment systems and structured, measurable youth learning environments. This project directly addresses Arkansas' need for applied research that improves water quality while building public stewardship capacity.

The study addresses critical Arkansas water challenges: nonpoint nutrient pollution, urban runoff management, and the need for applied, integrated, community-embedded water research within K-12 and Higher Education. Outcomes include peer-reviewed publications, applied design guidance for municipalities, and curriculum modules integrating sustainability and green infrastructure into K-12 education.

This research directly aligns with AWRC priorities by addressing water quality and supply issues, training students, and transferring results to stakeholders.

II. OBLIGATIONS OF UARK

UARK Turtle Creek Wetland Partnership

1. An expansion of the permanent wetlands area, currently 25% of the property

Scope: Using EPA and region-specific wetland guidelines, UARK will craft at least three planting and grading design demonstrations of various levels of expansion percentages, types, performance, and impact while incorporating the criteria listed in items 2-5 below. Each concept will contain measurable metrics, benefits, and trade-offs for stakeholders to compare for preference.

Timeline: Summer and Fall 2026

Deliverables: Three (3) Expanded Wetland Design Concepts, including planting communities, and plan, section, and perspective drawings

2. Habitat Enhancement

Scope: As part of the wetland's expansion, research of habitat conditions will include but not be limited to the listed wildlife types: shoreline birds, reptiles, amphibians, and fish. In addition to researching and designing for these habitat needs, other characteristics will be defined, developed, and applied to the conceptual development of the expanded wetlands area.

Timeline: Summer and Fall 2026

Deliverables: Wildlife Vignettes demonstrating habitat needs, nesting, feeding, and essential characteristics

3. Access to Wetlands

Scope: Interior and exterior circulation schematics will be developed to allow visitors to experience the environmental, social, and economic benefits of the expanded wetlands. This can include but not be limited to raised boardwalks, ADA on-grade paths, and other site-appropriate amenities.

Timeline: Summer and Fall 2026

Deliverables: Circulation diagrams demonstrating different modes of transportation and areas of respite.

4. Outdoor Classroom Opportunities

Scope: A participatory, co-design workshop will be conducted with students and school staff to inform the design of an outdoor classroom space near the wetlands area. Co-design activities will be developed to elicit participants' experiences, preferences, and ideas related to outdoor learning and engagement with wetland environments. Methods may include hands-on making, mapping, observational

walks, and facilitated discussion. Insights generated through the workshop will be synthesized into key themes, spatial priorities, and design criteria that will inform the development of an outdoor classroom design concept.

Timeline: Fall 2026

Deliverables: Summary of co-design workshop including thematic analysis of participant input (needs, preferences, and opportunities). An annotated schematic plan for the outdoor classroom.

5. Data Collection

UARK will designate appropriate locations and frequency of data collection to collect quantitative (monitors, sensors, and surveys) and qualitative (photographs, notes, and observations) information regarding the project. This will include the development, installation, and operation of flow monitors, storm-event sampling, soil core samples, community engagement surveys, and floristic quality assessment indexes for wildlife.

Timeline: Summer 2026 to Summer 2027

Deliverables: Data sets of collected information that demonstrate strengths and limitations of design proposals

III. OBLIGATIONS OF THE CITY

1. Fund the local portion of the project at a rate of \$47,453, per the budget attached as Exhibit A, such payments to be made monthly as UARK submits documentation of expenses incurred.
2. Provide personnel time, services, facilities, and/or equipment as appropriate to conduct the project.
3. Use reasonable care to ensure that the property subject to this Affiliation Agreement is safe and fit for the purposes of UARK in conducting the activities called for by this Affiliation Agreement.

IV. UARK AND THE CITY JOINTLY AGREE THAT:

1. There will be no discrimination against a student or faculty member because of race, color, gender, religion, age, national origin, handicap, or veteran status in any aspect of this program.
2. In the event an accident or incident occurs during the student's participation in educational activities, UARK faculty, a representative from the City, and the student involved will prepare a written incident or accident report to be exchanged among all parties.
3. There will be ongoing, open communication between UARK and the City to

ensure understanding of the expectations and roles of both institutions in providing education for students.

4. This Affiliation Agreement in no way creates an employment relationship between the parties. Both UARK and City are independent contractors and neither has authority to act for or to bind the other.
5. If there is any confidential information, covered information, export controlled data, items, or information under any regulation not limited to ITAR and EAR, both parties agree to communicate in advance of providing such information/item so the applicable controls needed for protecting such information/item are assessed and the receiving party is able to determine if they have the resources and required time to implement such controls prior to agree with the receipt of such.

V. IMMUNITY

The University of Arkansas is an agency of the State of Arkansas. Both the Eleventh Amendment to the United States Constitution and Constitution of the State of Arkansas grant sovereign immunity to the State and its agencies. Because of the Constitutional grant of sovereign immunity, the University of Arkansas has no authority to enter into a covenant or agreement to hold a party harmless or to indemnify a party from damages. Any claim for damages against University of Arkansas must be presented to the Arkansas State Claims Commission.

Nothing in this Affiliation Agreement is intended to, nor shall it waive, the sovereign immunity of University of Arkansas. Any provision of this Affiliation Agreement which conflicts with the laws of the State of Arkansas is **null** and void.

VI. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes any contemporaneous or previous written or oral agreements, representations or undertakings concerning the matters and arrangements provided for in this Affiliation Agreement. No supplement, modification or amendment to this Affiliation Agreement will be binding unless such supplement, modification or amendment is in writing and signed by all parties.

VII. WAIVER

A waiver of any provisions of this Affiliation Agreement will not be considered a waiver of any other provision, whether or not similar, nor will any waiver on one occasion constitute a continuing or permanent waiver.

VIII. NOTICE

Any request, notice or other communication to be given under this Affiliation Agreement must be in writing and delivered personally or by messenger, private mail, courier service, facsimile or sent by registered, certified mail, return receipt

requested, or postage prepaid, as follows:

To Bob Davis
AVC, Research & Innovation
Office of Sponsored Programs
1125 W. Maple Street
316 Administration Building
Fayetteville, AR 72701
Tel: 479-575-6846
Email: ospdir@uark.edu

To City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401

All notices will be considered effective (i) upon receipt if delivered personally or by messenger or private mail courier, (ii) on the business day of successful transmission by facsimile or (iii) otherwise on the third business day after deposit in the U.S. mail.

IX. HEADINGS

Captions of the articles and sections of this Affiliation Agreement are for convenience only and must not be interpreted or construed to explain, modify, amplify or aid in the interpretation, construction or meaning of any provision of this Affiliation Agreement.

X. SUCCESSORS

The terms and agreements herein shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

XI. ADDITIONAL DOCUMENTS

The parties shall execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Affiliation Agreement.

XII. SEVERABILITY

Any provisions herein declared invalid under any law shall not invalidate any other provision of this Affiliation Agreement.

XIII. APPLICABLE LAW

This Affiliation Agreement and the documents provided for herein shall be governed by, and construed in accordance with, the laws of the State of Arkansas.

XIV. This Affiliation Agreement will be reviewed by each party annually or when requested by either party and shall be in effect until December 31, 2027. The Affiliation Agreement may be terminated by giving thirty (30) days' written notice following failure of any party to meet the obligations set out in the Agreement and, where such failure is capable of cure, fails to cure such failure within the thirty (30) day notice period. If the Affiliation Agreement is terminated, City shall pay all outstanding invoices for work performed up to and including the date of termination.

XV. It is understood that this Affiliation Agreement shall be interdependent. UARK and the City will derive the greatest benefits by promoting the interests of both parties, thereby rendering the best service to the public.

XVI. This Affiliation Agreement may be executed in any number of counterparts. Signatures to this Affiliation Agreement may be transmitted by facsimile transmission, by scanned copies of signatures in portable document format ("PDF") delivered via electronic mail, or by any other electronic means intended to preserve the electronic signature of a party. Together with the Affiliation Agreement, such signatures will have the same effect as physical delivery of the paper document bearing an original signature. Each counterpart shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument.

Signatures to Follow

CITY OF JONESBORO

**BOARD OF TRUSTEES OF THE UNIVERSITY
OF ARKANSAS ACTING FOR AND ON
BEHALF OF UNIVERSITY OF ARKANSAS,
FAYETTEVILLE**

Harold Copenhaver, Mayor

Bob Davis, AVC, Research & Innovation

Date

Date

ATTEST:

April Leggett, City Clerk

EXHIBIT A. - Proposed Budget

<i>Cost Category</i>	<i>City of Jonesboro (\$)</i>
Salaries and Wages	
PI – Phillip Zawarus	15,450
Co-PI – Lily Mank	8,297
Co-PI – Ken McCown	--
Scott Biehle	2,344
Total Salaries and Wages	26,091
Fringe Benefits	
Total Fringe Benefits	4,070
<i>Total Supplies</i>	
Environmental Sensors	1,000
Planting Material	4,000
Co-Design Workshop Supplies	750
<i>Total Equipment</i>	--
<i>Total Services or Consultants</i>	--
AWRC Water Sample Testing	500
<i>Total Travel</i>	1000
<i>Total Other Direct Costs</i>	--
Hosted Workshops	250
Undergraduate Students	--
Total Other Direct Costs	7,500
Indirect Costs (UA Rate of 26%)	9,792
Total Project Costs	47,453