

**AGREEMENT OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF CONWAY**

**AND**

**THE ARKANSAS DEPARTMENT OF TRANSPORTATION**

In Cooperation with the  
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

**Comprehensive study of Highway 65B (Dave Ward Drive) between Highway 365 and Interstate 40** (hereinafter called the "Study") in the City of Conway.

**WHEREAS**, the City of Conway (hereinafter called the "City") and the Arkansas Department of Transportation (hereinafter called the "Department") have determined that a comprehensive planning study should be performed on this corridor to identify recommendations for long-term improvements; and

**WHEREAS**, the City has expressed interest in partnering with the Department for the Study by contributing 50% of the study costs; and

**WHEREAS**, in an effort to expedite this process, the Department has offered to utilize a consultant firm already under contract with the Department for On-Call Planning Services to perform the study; and

**WHEREAS**, the City has passed Resolution No. 2-14-20 agreeing to partner with the Department for the Study; and

**WHEREAS**, Arkansas State Highway Commission Minute Order No. 2018-035 has authorized the Director to enter into the necessary partnering agreements with the City for the Study.

**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 50% of the Study cost.
2. Coordinate with the Department's planning consultant to provide local input on the Study.
3. 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 issuing a task order to one of the Department's on-call planning consultants to complete the Study.
2. Request funds from the City within the terms described heretofore to implement the Study.
3. Provide all other costs needed to complete the Study.

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

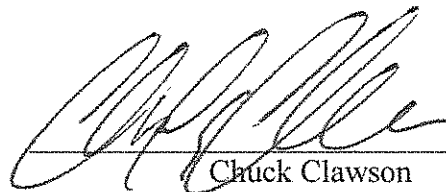
**ARKANSAS DEPARTMENT OF  
TRANSPORTATION**

\_\_\_\_\_  
Scott E. Bennett, P.E.  
Director

**CITY OF CONWAY**



\_\_\_\_\_  
Bart Castleberry  
Mayor



\_\_\_\_\_  
Chuck Clawson  
City Attorney

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

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