

# **NORTHWEST ARKANSAS REGIONAL MOBILITY AUTHORITY AGREEMENT**

As authorized by Act 389 of 2007 of the Arkansas General Assembly, codified as A.C.A. 27-76-101, *et seq.*, Washington County and Benton County herewith form the Northwest Arkansas Regional Mobility Authority (the "Authority").

## **ARTICLE I – AUTHORIZATION**

The parties to this Agreement are Washington County and Benton County, Arkansas and municipalities within the jurisdictional boundaries of the Authority. Municipalities within the jurisdictional boundaries may become a member of the Authority subject to meeting the requirements of A.C.A. 27-76-203. The counties and the subsequent signatory cities agree to join cooperatively in establishing and providing for the operation of the Northwest Arkansas Regional Mobility Authority.

## **ARTICLE II – DURATION**

The Authority shall have a perpetual existence.

## **ARTICLE III – ORGANIZATION**

- A. **CONSTITUTION.** The Authority shall be governed by a Board of Directors. The Board of Directors shall include the County Judge, or a representative designated by the County Judge, of each county that is a member of the Authority; and the Mayor, or a representative designated by the Mayor, of each city of the first class that is a member of the Authority. The designated representative of a County Judge or a Mayor shall be a qualified elector of the jurisdiction that the designated representative is appointed to represent.
- B. **TERMS.** A Director who is a public official may serve on the Board of Directors during his term of office as the County Judge or Mayor of a member of the Authority. A Director who is the designated representative of the Mayor or County Judge serves at the pleasure of the Mayor of the municipality or the County Judge of the county that is a member of the Authority. The term of such a Director shall not extend beyond the term of the appointing public official. A new Mayor or County Judge may designate the same person who served as the designated representative of a previous Mayor or County Judge, as their designated representative to serve as a Director.
- C. **PAY AND EXPENSES.** The members of the Board of Directors of the Authority shall receive no salary or per diem, but shall be entitled to reimbursement of actual travel and out-of-pocket expense incurred on behalf of the Authority as authorized by the Board.

## **ARTICLE IV – JURISDICTIONAL BOUNDARIES**

The jurisdictional boundaries of the Authority shall be co-extensive with the legal boundaries of Washington County and Benton County, Arkansas.

## **ARTICLE V – GOVERNANCE**

The Authority shall be operated and controlled by its Board of Directors in accordance with A.C.A. 27-76-301, *et seq.*



## ARTICLE VI – POWERS AND DUTIES

The Board of Directors shall have those powers and duties set forth in A.C.A. 27-76-401-410. All plans developed by the Authority shall be consistent with state implementation plans, statewide transportation improvements programs if federal aid funds are involved, statewide long-range transportation plans, city and county master street plans, and metropolitan transportation plans in metropolitan areas as required under 23 U.S.C. Section 134 as it existed on January 1, 2007.

## ARTICLE VII – EMINENT DOMAIN

The Authority shall have the power of eminent domain and such powers shall be exercised for public purposes only, as set forth in A.C.A. 27-76-501 – 504.

## ARTICLE VIII – FINANCING AND BONDS

The Authority may be financed or supported as determined by the Board of Directors in accordance with A.C.A. 27-76-601 – 611. However, in no event may any member be financially obligated without the consent of its governing body.

## ARTICLE IX – TOLLING FEES, FARE AND OTHER CHARGES OF A TOLL FACILITY PROJECT

As determined by its Board of Directors, the Authority shall have those tolling powers and rights as set forth in A.C.A. 27-76-701 – 713.

## ARTICLE X – OFFICERS, MEETINGS, AND RULES

- A. OFFICERS. At its organizational meeting and at the first regular meeting of each fiscal year, the Board of Directors shall elect one of its members as Chairman, one as Vice-Chairman, one as Secretary, and one as Treasurer. At the discretion of the Board, the offices of Secretary and Treasurer may be held by one person.
- B. MEETINGS. The Authority's Board of Directors shall meet not less than quarterly at dates, times, and places to be established by the Board. All meetings shall be open to the public as provided by Arkansas law, and shall be conducted pursuant to procedures established by the Board. A meeting may be called by the Secretary at the direction of the Chairman, or upon the direction of a majority of the members of the Board of the Authority.
- C. RULES. Fifty percent (50%) of the members of the Board plus one shall constitute a quorum and no vacancy in the membership of the Authority shall restrict the right of a quorum to exercise all the rights and privileges or the duties of the Authority. The Board of Directors of the Authority may create such committees as it deems necessary for the proper exercise of its functions. The Board shall adopt rules for the transaction of business, and shall keep a complete record of its activities and business, which shall be a public record.

No member of the Board of Directors or any officer, employee, or agent of the Authority shall have a personal interest in any business of the Authority or in any contract with the Authority, or in any property or other assets in which the Authority is interested. No person shall be employed by the Authority who is related to a member or officer of the Authority by blood or by marriage within the fourth degree. For purposes of this provision, any corporation or other business in which any member of the Board of the Authority or any



officer, employee or agent of the Authority has a substantial interest shall be prohibited from doing business with the Authority.

#### **ARTICLE XI – AMENDMENT**

This Agreement may be modified or amended in the same manner as this Agreement was adopted.

#### **ARTICLE XII – TERMINATION**

This Agreement shall continue in full force and effect subsequent to its adoption by all signatory parties. Whenever the members of the Authority shall by ordinance determine that the Authority shall be dissolved and that all bonds issued and all other obligations incurred by the Authority have been fully paid or satisfied, the members of the Authority may by ordinance declare the Authority dissolved.

In the event that the Authority shall be dissolved, title to all funds and other property owned by the Authority at the time of dissolution shall be liquidated and distributed to the members in direct proportion to the funds contributed to the Authority by the members, if any, and if no funds were contributed, to each member in the manner provided in the ordinance declaring the dissolution.

#### **ARTICLE XIII – NEW MEMBERS; WITHDRAWALS**

Any municipality within the jurisdictional boundaries of the Authority, without exception, may become a member of the Authority subject to meeting the requirements of A.C.A. 27-76-203.

Any member of the Authority may withdraw at any time without the consent of the other members prior to any bonded debt being issued by the Authority. The withdrawal shall become effective upon the adoption of an ordinance by the withdrawing member and the filing of the ordinance with the Authority. The withdrawal of a member shall not cause a dissolution or otherwise terminate this Agreement.

If there is bonded debt of the Authority outstanding, a member may withdraw from the Authority without the consent of the other members so long as there are sufficient members remaining to constitute the Authority and to provide for a Board of Directors of the Authority.

#### **ARTICLE XIV – COOPERATIVE AGREEMENT**

This Agreement incorporates by reference A.C.A. 25-20-104(c) to the extent that the same is consistent with the provision of the Regional Mobility Authority Act and with this Agreement.

#### **ARTICLE XV – FULL AND COMPLETE POWERS AND DEFINITIONS**

It is the intention of this Agreement and the signatories hereto that the Authority established hereunder have all of the powers, duties, and obligations conferred upon the Authority by the Regional Mobility Authority Act. The definitions and powers of the Act are incorporated by reference.

#### **ARTICLE XVI – GENDER**

Any references to gender made herein are intended to be neutral.



ARTICLE XVII – ENTIRE AGREEMENT

This writing constitutes the entire agreement between the parties. All amendments or modifications hereto must be in writing. Act 389 of 2007 is attached, designated Exhibit A, and incorporated by reference.

In WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their respective behalves on the signature dates set forth below.

BENTON COUNTY, ARKANSAS, BY:

Mary D. Black

DATE: \_\_\_\_\_

WASHINGTON COUNTY, ARKANSAS, BY:

Jerry Hunter

DATE: 9-15-08

CITY OF BELLA VISTA, ARKANSAS, BY:

Frank E. Anderson

DATE: 9/15/08

CITY OF BENTONVILLE, ARKANSAS, BY:

Bob McCaslin

DATE: 9.15.08

CITY OF CENTERTON, ARKANSAS, BY:

Bobbie Griffith

DATE: 9-15-08

CITY OF FARMINGTON, ARKANSAS, BY:

Jerry Goff

DATE: 10/20/08

CITY OF FAYETTEVILLE, ARKANSAS, BY:

Dan Coody

DATE: 9/15/08



CITY OF GENTRY, ARKANSAS, BY:

[Signature]

DATE: 10-20-08

CITY OF LOWELL, ARKANSAS, BY:

[Signature]  
Michael W. Johnson

DATE: 9/15/08

CITY OF LINCOLN, ARKANSAS, BY:

DATE: \_\_\_\_\_

CITY OF PRAIRIE GROVE, ARKANSAS, BY:

[Signature]  
Tom Johnson

DATE: 9-15-08

CITY OF ROGERS, ARKANSAS, BY:

[Signature]

DATE: 15 Sep 08

CITY OF SILOAM SPRINGS, ARKANSAS, BY:

[Signature]  
William Busch Jr

DATE: 15 SEPT 08

CITY OF SPRINGDALE, ARKANSAS, BY:

[Signature]  
Jane M. Van Hoose

DATE: 15 Sep '08

CITY OF WEST FORK, ARKANSAS, BY:

[Signature]  
Michael E. Bushofom

DATE: 6/30/09



CITY OF PEA RIDGE, ARKANSAS, BY:

*Joni R. [Signature]*

DATE: 1-31-2012