

**AGREEMENT OF UNDERSTANDING  
BETWEEN  
THE NORTHEAST ARKANSAS REGIONAL TRANSPORTATION  
PLANNING COMMISSION  
AND  
THE CITY OF JONESBORO  
AND  
THE ARKANSAS DEPARTMENT OF TRANSPORTATION**

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

RELATIVE TO

Development and implementation of **Safe Transportation for Every Pedestrian (STEP) Innovations** (hereinafter called the "Project") in areas of Jonesboro and Little Rock.

WHEREAS, the Arkansas Department of Transportation (hereinafter called the "Department") has been allocated \$100,000 in State Transportation Innovation Council (STIC) Incentive program funds to implement the Project; and

WHEREAS, these Federal-aid funds are to be matched with 20% non-federal funds; and

WHEREAS, the Northeast Arkansas Regional Transportation Planning Commission (hereinafter called the "MPO") and the City of Jonesboro (hereinafter called the "City") have expressed the desire to use these Federal-aid funds for the Project and to provide the necessary matching share for such funds; and

WHEREAS, an oversight committee will be established to help guide the Project with representatives from the Department, the MPO, Metroplan, the City of Jonesboro, the City of Little Rock, and the Federal Highway Administration; and

WHEREAS, the MPO and the City will transmit to the Department, signed and sealed Resolutions from their respective governing bodies authorizing the CEOs or their designated representative to execute agreements and contracts with the Department for the Project; and

WHEREAS, the MPO and the City know of no legal impediments to the completion of the Project; and

WHEREAS, Arkansas State Highway Commission Minute Order No. 2018-020 has authorized the Director to enter into the necessary agreements with the MPO for the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third party benefit or right in any person or entity, not a party to this agreement; and

WHEREAS, it is understood that all parties will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) as stated on Attachment A.

IT IS HEREBY AGREED that the MPO, the City, and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation of the Project and will accept the responsibilities and assigned duties as described hereinafter.

THE MPO WILL:

1. Provide a representative to sit on the established oversight committee that shall review all study results and implementation of any findings.
2. Assist in detailing the project scope and any changes in that scope, review all work products, and exercise study oversight.
3. Prior to the Department issuing a Notice to Proceed, provide payment to the Department for the required matching share of any studies associated with the Project, not to exceed \$25,000.
4. Repay to the Department the federal share of the cost of any portion of this Project if, for any reason, federal participation is removed due to actions or inactions of the MPO, its agents, its employees, or its assigns or the MPO's consultants or contractors or their agents.
5. Be responsible for 100% of any and all expenditures for which federal funds do not participate or that are not approved for federal funds.
6. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

THE CITY WILL:

1. Provide a representative to sit on the established oversight committee that shall review all study results and implementation of any findings.
2. Assist in detailing the project scope and any changes in that scope, review all work products, and exercise study oversight.
3. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Provide a representative to sit on the established oversight committee that shall review all study results and implementation of any findings.

3. Assist in detailing the project scope and any changes in that scope, review all work products, and exercise study oversight.
4. Be responsible for issuing task orders to consultant planning firms currently contracted with the Department for On-Call Planning Services to provide the necessary studies associated with the Project.
5. Request the required matching funds from the MPO prior to executing any task orders with the consultants.
6. Make periodic payments to the consultants for their work on the Project.
7. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for certification of all work in accordance with the task orders and contracts.
8. Retain all records relating to inspection and certification, the consultant's billing statements, and any other files necessary to document the performance and completion of the work.

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 or tort immunity of either party. The Department acknowledges and agrees that entry into this Agreement of Understanding by the City and the Department in no way reduces, diminishes, or waives all statutory and other immunities that the City enjoys by virtue of the City's status as a municipal corporation and governmental entity. 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 on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Agreement of Understanding between:

The Northeast Arkansas Regional Transportation Planning Commission, the City of Jonesboro, and the Arkansas Department of Transportation relative to:

Development and implementation of Safe Transportation for Every Pedestrian (STEP) Innovations.

Signatory

**NORTHEAST ARKANSAS REGIONAL TRANSPORTATION  
PLANNING COMMISSION**

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Erica Tait  
Director

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Date

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John Street  
MPO Policy Chair

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Date

Agreement of Understanding between:

The Northeast Arkansas Regional Transportation Planning Commission, the City of Jonesboro, and the Arkansas Department of Transportation relative to:

Development and implementation of Safe Transportation for Every Pedestrian (STEP) Innovations.

Signatories

**THE CITY OF JONESBORO**

\_\_\_\_\_  
Harold Perrin  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carol Duncan  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donna Jackson  
City Clerk

\_\_\_\_\_  
Date

Agreement of Understanding between:

The Northeast Arkansas Regional Transportation Planning Commission, the City of Jonesboro, and the Arkansas Department of Transportation relative to:

Development and implementation of Safe Transportation for Every Pedestrian (STEP) Innovations.

Signatory

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

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

\_\_\_\_\_  
Date

**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](mailto: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.