

**Memorandum of Agreement**  
**between**  
**Arkansas State University**  
**and**  
**Arkansas Delta Byways, Inc.**

Article I. Introduction

This Memorandum of Agreement is entered into between Arkansas State University, a publicly supported institution of higher education, and Arkansas Delta Byways, Inc., a private nonprofit corporation, hereinafter referred to as Arkansas Delta Byways.

The general purpose of this agreement is to advance mutual goals involving identifying, developing and promoting the recreational, natural, archeological, scenic, historic and cultural assets of the region and educating residents and visitors alike regarding these assets in the counties that make up the Arkansas Delta Byways region. These include Arkansas, Chicot, Clay, Craighead, Crittenden, Cross, Desha, Drew, Greene, Lee, Mississippi, Monroe, Phillips, Poinsett, and St. Francis counties.

It is recognized that both Arkansas State University and Arkansas Delta Byways have assets to bring to this relationship that, when combined, will strengthen promotional activities within the region.

Article II. Arkansas State University Advantages

Arkansas State University has a major interest in the Delta region and considers its economic and educational development a key aspect of the university's overall mission. As evidence of this commitment, Arkansas State University utilizes the Delta region as an educational and research laboratory for undergraduate and graduate programs, including the interdisciplinary Heritage Studies Ph.D. program.

The university has provided leadership in successful efforts to designate a route along Crowley's Ridge as a national scenic byway and has led similar successful efforts to achieve national scenic byway status for the Arkansas segment of The Great River Road.

Article III. Arkansas Delta Byways Advantages

The Arkansas Delta Byways organization is incorporated specifically as a private nonprofit tourism promotion association and has long-term experience in promoting the Delta. The organization also has a Board of Directors in place that represents the entire region and serves as a policy-making group for expenditure of promotion funds in the Delta.

Additionally, Arkansas Delta Byways is the recognized promotion agency for the region by the Arkansas Department of Parks and Tourism. Thus, it is eligible for matching funds under Parks and Tourism guidelines. The organization has other potential and opportunities for generating promotional funds, including membership levels, advertising revenue, and other gifts and grants.

Article IV. General Agreement

Under the terms of this agreement, both parties agree to combine these advantages for the achievement of mutual goals. Arkansas State University will serve as administrative agent for Arkansas Delta Byways, with Dr. Ruth Hawkins designated as Executive Director. Primary responsibilities will be to manage, subject to an accounting to the Board of Directors and the membership, all of the business affairs of the corporation, as well as to accomplish other specific goals set forth in this agreement.

Office space shall be provided on the Seventh Floor of the Dean B. Ellis Library on the Arkansas State University campus. (Address: Arkansas Delta Byways, P. O. Box 2050, State University, AR 72467. Telephone: 870-972-2803)

Arkansas Delta Byways will be responsible for all direct costs incurred by the organization in the conduct of its business and, in addition, will reimburse Arkansas State University \$35,000 per year. This reimbursement shall be applied to the salary and fringe benefits of a secretary and/or time expended by the executive director that is not reimbursable through federal grants. It is understood, however, that it is the responsibility of the executive director to identify, budget and generate such funds through cost savings and/or additional revenue, as approved by the Arkansas Delta Byways Board of Directors.

In consideration, appropriate promotional grants received through Arkansas State University for the benefit of the Arkansas Delta Byways region will become a part of the Arkansas Delta Byways budget, to be expended in line with the express purposes for which it is designated.

Terms of this agreement shall be for three years, commencing July 1, 2005 and ending June 30, 2008, subject to review at the end of each fiscal year. Renewal each year will be dependent on satisfactory progress, as determined by the Board of Directors, and generation of sufficient revenues.

#### Article V. Responsibilities of the Arkansas Delta Byways Office

The Arkansas Delta Byways Office, to be located at Arkansas State University, will be staffed by an executive director and a secretary. In conjunction with the Board of Directors, the office will be responsible for the following:

- Implement the promotion plan for the Crowley's Ridge Parkway
- Work with the Mississippi River Parkway Commission to promote The Great River Road
- Integrate and promote tourism attractions and opportunities within the entire 15-county region, utilizing the Crowley's Ridge Parkway and the Great River Road as main arteries
- Evaluate current promotional activities of the Arkansas Delta Byways organization to determine cost effectiveness and impact on tourism in the region and to make recommendations for required changes.
- Establish new revenue sources for Arkansas Delta Byways, to include development of membership and active solicitation of grants, private contributions and advertising revenue
- Develop and monitor annual budget, including maintaining separate accounting as required to ensure that all guidelines are met for federal and state grants and matching funds and to ensure that maximum leveraging of funds is achieved
- Provide administrative support for the organization, including correspondence, file maintenance, reports, answering inquiries, mailing promotional materials, etc.
- Develop standard procedures and guidelines to ensure an active and viable organization at the end of the three-year agreement period.

Article VI. Evaluation

Progress made under this agreement will be reviewed each March by the Board of Directors and the Arkansas State University designated Executive Director. In the event of unsatisfactory progress or insufficient revenues, notice of nonrenewal of this Memorandum of Agreement for the following fiscal year may be given by either party by April 1.

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President  
Arkansas State University

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President  
Arkansas Delta Byways, Inc.

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Date

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Date