



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Agenda - Monday, April 01, 2019 - 6:00 PM

Call to Order

Roll Call

Invocation and Pledge of Allegiance given by Assistant Mayor Linda Teeters.

PRESENTATION(S)

1. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (CCD)

CONSENT

2. Approval of the minutes of the regular meeting March 18, 2019. (CCD)
3. Adopt a Resolution authorizing the execution of Mutual Aid Agreement for Fire Protection with the Miller County Volunteer Fire Department. (TAFD)

REGULAR

CITIZEN COMMUNICATION

NEXT MEETING DATE: Monday, April 15, 2019

ADJOURN

2019 City Calendar

Gateway Farmer's Market – Every Tuesday, Thursday and Saturday

Ratha Yatra Festival - Saturday, May 4, 2019

9th Annual RailFest - Saturday, May 11, 2019

Sparks in the Park - Saturday, June 29, 2019



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

GENDA TITLE:	Presentation of the City of Texarkana, Arkansas Employee Service Awards. (CCD)
AGENDA DATE:	04/01/2019
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : <u>Presentation</u>
DEPARTMENT:	City Clerk
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Presentation of employee service awards.
EMERGENCY CLAUSE:	N/A
SUMMARY:	Presentation of employee service awards.
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	N/A
EXHIBITS:	Employee Service Awards List.

City of Texarkana, Arkansas Employee Service Awards

<u>NAME</u>	<u>Department</u>	<u>Years of Service</u>
Kathy Dotson	TWU	5
William Engledowel	TWU	5



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting March 18, 2019. (CCD)
AGENDA DATE:	04/01/2019
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
DEPARTMENT:	City Clerk
PREPARED BY:	Heather Soyars, City Clerk

REQUEST:	Approval of meeting minutes.
EMERGENCY CLAUSE:	N/A

SUMMARY:	Approval of meeting minutes.
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EXPENSE REQUIRED:	N/A
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AMOUNT BUDGETED:	N/A
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APPROPRIATION REQUIRED:	N/A
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RECOMMENDED ACTION:	The City Clerk recommends approval.
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EXHIBITS:	Meeting minutes.
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Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Minutes - Monday, March 18, 2019 - 6:00 PM

Mayor Allen Brown called the meeting to order.

PRESENT: Mayor Allen Brown, Ward 1 Assistant Mayor Linda Teeters, Ward 2 Director Laney J. Harris, Ward 3 Director Steven Hollibush, Ward 4 Director Travis Odom, Ward 5 Director Barbara S. Miner, and Ward 6 Director Terri Peavy.

ALSO PRESENT: City Manager Dr. Kenny Haskin, City Attorney George Matteson, City Clerk Heather Soyars and Deputy City Clerk Jenny Narens.

Invocation and Pledge of Allegiance given by Director Terri Peavy.

CONSENT

Motion to approve the Consent Agenda made by Director Odom, Seconded by Director Teeters.

The motion carried unanimously, and the Mayor declared the Consent Agenda approved. The items approved were:

1. Approval of the minutes of the regular meeting March 4, 2019. (CCD)
2. Resolution No. 2019-12 authorizes the City Manager to purchase a Crew Cab $\frac{3}{4}$ Ton Truck for the Public Works Department Streets Division. (PWD)

REGULAR

3. Resolution No. 2019-13 authorizes the City Manager to submit a Section 108 Loan Application to the U.S. Department of Housing and Urban Development (HUD) for the rehabilitation of the old Boys and Girls Club. (PWD) (Sponsored by Director Terri Peavy)

Assistant Public Works Director Tracie Lee said the Public Works Department would like to submit a Section 108 Loan application to the U.S. Department of HUD in the amount of \$884,871 for the rehabilitation of the old Boys and Girls Club. Restoration of the facility would provide youth, adult and senior recreational services to our citizens.

The existing building formerly known as the Boys and Girls Club had set dormant for several years. Due to City budget constraints the City had been unsuccessful in restoring the building to its former use. By applying for a Section 108 Loan the City would be able to utilize a portion of its annual entitlement to pay the loan.

If for some reason the federal government were to dissolve the CDBG program the payment of the loan would be budgeted in the Public Works budget in the Parks Division capital outlay line item.

The City was requesting a 20-Year loan term, with total annual debt service of approximately \$30,000 to \$50,000. The loan carries a 3% interest rate.

Assistant Public Works Director Tracie Lee said she had been asked by the City Manager if this would affect any City funds in terms of staffing. She said no, the plan was to staff with existing staff and nonprofit organizations have said they would help. Ms. Lee said there was \$65,000 in the grant proposal and the money was from the Advertising and Promotion Commission (A&P). She said she was also asked if the startup money in the loan proposal was inclusive in the \$884,871 loan, and yes, it was.

Mayor Brown asked if the City had to pay the loan back what services would be at a disadvantage.

Assistant Public Works Director Tracie Lee said no services would be at a disadvantage. She said Public Works budgeted \$50,000 in capital outlay for Parks and Public Works only used about \$10,000.

Mayor Brown asked once this proposal was posted on Facebook how many positive or negative comments were made.

Assistant Public Works Director Tracie Lee said there were only positive comments. She said they had several places wanting to plan fund raisers to help.

Mayor Brown said he wanted to make sure the \$65,000 it took to run the facility came from the A&P Commission. He asked if the current value of the building and property were \$514,000, and once the building was renovated the value would be \$1.5 million.

Assistant Public Works Director Tracie Lee said yes.

Assistant Mayor Teeters asked if there were going to be a walkway connecting the Ermer-Dansby Pondexter Park to the facility.

Assistant Public Works Director Tracie Lee said there was going to be a walking trail funded by grant money also.

Director Harris asked if the City looked into using one of the elementary schools as a building instead of the former Boys and Girls Club building. He said he asked for the environment report Friday by submitting a FOIA request. Director Harris said he recently came back from Washington and there was talk about cutting the CDBG fund money.

Public Works Director Tyler Richards said in 2011 there was a phase one environmental study and there were no concerns. He said the phase two study went in to details and what to do with the findings. Public Works Director Tyler Richards said the only thing brought up was a small amount of asbestos on the exterior of the building.

Mayor Brown said the asbestos would be taken care of by the environmental company before the City could proceed with any renovation. He said the City did not have any ownership over any school building and the City had to go through the legal process, and there was a deadline for this loan application.

City Manager Dr. Kenny Haskin said keep in mind City Hall had asbestos in it and it could be mitigated, the proposal was to move forward with the loan application and the asbestos would be mitigated.

Assistant Mayor Teeters said she works for the school district and she thought the plans for the empty schools were to be used for training facilities and storage.

Director Peavy said a year ago she attended a workshop and she learned there was money out there for incentives to grow a healthier community. She said she brought the idea to the City Manager and he said it was a good idea, but the City had no money to renovate the former Boys and Girls Club building. Director Peavy said now a door had been opened.

Assistant Public Works Director Tracie Lee said every President had put CDBG on the chopping block, but it had never happened. She said it was supposed to go away last year and the City received an increase.

Mayor Brown said even if the CDBG funds were removed there were Park funds available to use. He said the City would have advance notice before the CDBG funds were removed.

Director Hollibush thanked Director Peavy for getting the ball rolling on this project and Public Works Director Tyler Richards, Assistant Public Works Director Tracie Lee, and the City Manager for finding the grant money. He read a brief statement stating in the past decade the City had seen many community resources close its doors due to financial restraints. Director Hollibush said the restoration of the former Boys and Girls Club would be the first step in restoring much needed resources in our community. He said community centers provide a safe environment for children, teens and seniors to learn, play and grow. Director Hollibush asked the Board members to support this effort in restoring the former Boys and Girls Club.

City Manager Dr. Kenny Haskin said thank you to Ms. Lee and Mr. Richards for all the work and effort they and their department did, and the City feels confident in the efforts moving forward.

Motion to adopt the resolution made by Director Hollibush, Seconded by Assistant Mayor Teeters.

Cassandra Gilbo the project director for the Texarkana Regional Center on Aging said this was a great project and it would allow her organization to come in and help with nutrition, physical activity for older adults and children as well. She said she was excited the project was on the table even if it took a year. Ms. Gilbo said her organization was also willing to help with writing grants as well.

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Hollibush, Director Odom, Director Miner, Director Peavy.

Voting Present: Director Harris.

The motion carried 6-0.

4. Ordinance No. 8-2019 authorizes and directs the City Manager to purchase police mobile video and audio equipment. (TAPD)

Chief Bob Harrison said the Police Departments current body and dashboard cameras were out of warranty and obsolete. He said they had tested new cameras and chose WatchGuard camera systems. He said they met the departments criteria and were less expensive. Chief Harrison said this purchase would be for 12 in car camera and 10 body cameras for a total of

\$119,410.00. He said if they placed the order before March 22, 2019, WatchGuard would give them a free camera valued at \$5,195.00. Chief Harrison said the funding for the purchase did not include any City General funds: \$11,112.00 was given from Federal Justice Assistance Grant, \$20,827.58 was from Drug Seizure, \$40,000.00 from Drug Asset Forfeiture Account, \$23,735.21 from Insurance Turn Back, and \$23,735.21 from United States Marshal Service Prisoners.

Assistant Mayor Teeters asked if the money from those funds would zero out the funds for future use.

Chief Harrison said some of the funds would have no more money left. He said the Police Department was trying to pay their own way this time because next time they would need 10 more cameras at \$80,000 and would come to the Board for the money.

Mayor Brown asked if there was a time frame on when they would need the additional cameras.

Chief Harrison said summer, fall or the first of next year.

Mayor Brown asked if the WatchGuard company products were better than what the police had now.

Chief Harrison said yes, they were better.

Assistant Mayor Teeters asked if there would be a warranty.

Chief Harrison said yes.

Director Miner asked what the turnaround time was and if WatchGuard installed the cameras.

Chief Harrison said they could have the cameras in about a month and yes WatchGuard installed the cameras.

Motion to read the ordinance the first time in abbreviated form made by Assistant Mayor Teeters, Seconded by Director Odom.

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Harris, Director Hollibush, Director Odom, Director Miner, Director Peavy.

The motion carried 7-0. The ordinance was read the first time in abbreviated form.

Motion to suspend the rules and place the ordinance on its second reading in abbreviated form made by Director Odom, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Harris, Director Hollibush, Director Odom, Director Miner, Director Peavy.

The motion carried 7-0. The ordinance was read the second time in abbreviated form.

Motion to further suspend the rules and place the ordinance on its third and final reading in abbreviated form made by Director Miner, Seconded by Director Odom.

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Harris, Director Hollibush, Director Odom, Director Miner, Director Peavy.

The motion carried 7-0. The ordinance was read the third and final time in abbreviated form.

Motion to adopt the ordinance made by Assistant Mayor Teeters, Seconded by Director Miner.

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Harris, Director Hollibush, Director Odom, Director Miner, Director Peavy.

The motion carried 7-0 and the ordinance was adopted.

The applicant requests an emergency clause due to time constraints to place the order to receive additional equipment at no charge. An emergency clause requires a separate and distinct vote of the board and was valid only if there were a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)

Motion to approve the emergency clause made by Assistant Mayor Teeters, Seconded by Director Peavy.

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Harris, Director Hollibush, Director Odom, Director Miner, Director Peavy.

The emergency clause was adopted 7-0.

CITIZEN COMMUNICATION

Mitzi Stewart said she wanted the Board to know about a job fair for the homeless she had put together on April 9, 2019, located in the Texarkana Public Library. She also said there was a meeting being held this Wednesday at the Health Department and invited the Board to attend.

Director Odom said the Police Department needed the new cameras to help them.

Assistant Mayor Teeters said the A&P Commission was nominated from the Farmer's Market Association of Arkansas and they won. She said there was a letter and a plaque that she wanted to give to City Hall to display the award.

Director Miner said she had a citizen tell her while they were working with home owner insurance the City was listed as a F9. She said she called Fire Chief Fletcher and asked him, and he said the City was a F2.

Rose Warfield, Faith, Love, and Hope said all three of her children grew up in the former Boys and Girls Club and it had a big impact on her starting Faith, Love, and Hope. She said when she first went to Faith, Love, and Hope they were going to host a garage sale on a Monday and on the Friday before, the children broke into the building and stole most of the electronics. Ms. Warfield said she went to the kid's homes and told them they were not stealing from her they were stealing from themselves. She said the next morning she had 19 kids waiting out front to clean up the mess. Ms. Warfield said if there were anything she could help with, please call her.

ADJOURN

Motion to adjourn made by Director Hollibush, Seconded by Director Peavy.

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Harris, Director Hollibush, Director Odom, Director Miner, Director Peavy.

The meeting adjourned at 6:49 PM.

APPROVAL of the minutes on this 1st day of April, 2019.

Allen L. Brown, Mayor

Jenny Narens, Deputy City Clerk



CITY OF TEXARKANA, AR
BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution authorizing the execution of Mutual Aid Agreement for Fire Protection with the Miller County Volunteer Fire Department. (TAFD)
AGENDA DATE:	04/01/2019
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Texarkana Arkansas Fire Department
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Mutual Aid Agreement
EMERGENCY CLAUSE:	N/A
SUMMARY:	Mutual Aid Agreement
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Manager and staff recommend approval.
EXHIBITS:	Resolution and Mutual Aid Agreement

RESOLUTION NO. _____

WHEREAS, it is in the best interest of the City of Texarkana, Arkansas, and the protection of its citizens and businesses to enter into a Mutual Aid Agreement with Miller County to provide for mutual aid and fire protection services; and

WHEREAS, the City Manager, Fire Department and staff recommend approval;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that, the City Manager, is authorized to enter into a Mutual Aid Agreement with Miller County, Arkansas, to provide for the mutual aid and for mutual fire protection services by and between the Texarkana, Arkansas, Fire Department and the Miller County Volunteer Fire Department.

PASSED AND APPROVED this 1st day of April, 2019.

Allen L. Brown, Mayor

ATTEST:

Jenny Narens, Deputy City Clerk

APPROVED:

George M. Matteson, City Attorney

**MUTUAL AID AGREEMENT BETWEEN
THE MILLER COUNTY VOLUNTEER FIRE DEPARTMENT
AND
THE TEXARKANA ARKANSAS FIRE DEPARTMENT**

PARTIES:

This Mutual Aid Agreement (hereinafter referred to as "Agreement") is entered into between the Miller County Volunteer Fire Department and the Texarkana Arkansas Fire Department.

PURPOSE:

The purpose of this Agreement is to establish the terms and conditions by which either party may request aid and assistance from the other party in responding to an emergency or disaster that exceeds the resources available in the requesting territorial jurisdiction.

GENERAL PROVISIONS-TERM OF AGREEMENT:

This Agreement is effective upon the day and date of the last signature affixed hereto. This Agreement shall remain in full force and effective until terminated by the parties. The Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which shall be delivered to the other party by hand or by certified mail.

EXECUTION OF AGREEMENT:

This Agreement shall be authorized and approved by the governing body of each party to the Agreement, as reflected by the signature of its designated and authorized representative. Each party shall be responsible for the timely submission, filing, or recording of the agreement and any subsequent amendment or termination thereof with local governmental or regulatory offices, in the proper form and format as required by law.

Therefore, this Agreement document shall be executed three times such that (1) Miller County Volunteer Fire Department will have one executed document with original seals and signatures, (2) Texarkana Arkansas Fire Department will have one executed document with original seals and signatures, and (3) the Miller County Clerk will have one executed document with original seals and signatures for filing with the Miller County records.

Definitions.

“Assistance” includes a party’s local emergency response agency personnel, equipment, facilities, services, supplies, aid, and other resources which are requested by Recipient from Provider.

“Authorized Representative” means the parties’ firefighters within each respective Fire Department who are authorized to request, to offer, or to otherwise provide assistance under the terms of this Agreement.

“Disaster” means any emergency which has been officially declared a “disaster” by gubernatorial or presidential executive order.

“Emergency” means any incident or situation that has occurred, is occurring or will occur in the immediate future that poses a major threat to public safety and causes or threatens to cause loss of life, serious injury, significant damage to property, or major harm to public health or the environment, as a result of an occurrence or imminent threat of widespread or severe damage or loss of life or property, resulting from a natural, technological, or manmade emergency situation, and which a local entity has declared as being beyond the capabilities of its local emergency response agencies.

“Fire-Fighter” means a person providing emergency response services or firefighting assistance who is under the exclusive direction of a party or local emergency response agency, whether the person is compensated for those services (e.g. wages) or is employed in a volunteer capacity.

“Incident Command System” (ICS) means a standardized on-scene emergency management chain of command process during an incident which applies to all response personnel from multiple disciplines, response agencies and/or jurisdictions. ICS is used to centralize control of the facilities, equipment, personnel, procedures, and communications resources or multiple jurisdictions and functional agencies, both public and private, under a common organizational structure and mobilize such resources to best respond to the emergency incident.

“Local Emergency Declaration” means the written document, signed by a local entity’s chief executive officer, as approved by the local entity’s governing body, which specifies and attests to the occurrence or the imminent threat of an emergency that is beyond the capability of all resources available to the local entity within its geographical boundaries.

“Local Emergency Management Agency” means the organizational unit of a municipality, county or fire district with primary jurisdiction, responsibility, and authority for coordinating all homeland security and emergency management activities within the local entity’s specified geographical boundaries.

“Local Emergency Response Agency” means a governmental agency or organized entity that provides emergency response services.

“Local Entity” means a municipality, county or fire district.

“Provider” means the party that furnishes, or is requested to furnish, assistance under the terms of this agreement.

“Recipient” means the party that request or receives assistance under the terms of this agreement.

PROCEDURES FOR REQUESTING AND PROVIDING MUTUAL AID

a. Request for Assistance.

When either party becomes affected by, or is under imminent threat of, an emergency or disaster and has officially declared on emergency, it may request emergency-related mutual aid assistance to the other party. Recipients shall not request assistance unless resources available within the stricken area are deemed inadequate.

b. Required Information.

Each request for assistance shall provide the following information to the extent known by Recipient.

Local Emergency Declaration(s): Identification of all local entities that have formally declared an emergency.

Stricken Area and Status: A general description summarizing the condition of the community (e.g. whether disaster or emergency is imminent, in progress or has already occurred) and of the damage sustained to date.

Incident Command: Identification of the Incident Commander(s) and the person(s) to which Provider’s supervisory personnel will report upon arrival at the designated staging location.

Request for Assistance: Identification of amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed by Recipient.

Services and Infrastructure: Identification of available public services and infrastructure systems in Recipient’s geographical limits, if any, as well as identification of those public services and infrastructure systems made unavailable by the emergency and which Recipient is requesting assistance reestablishing.

Facilities: Identification of the type(s) of sites, structures or buildings outside of Recipient's geographical limits being requested to serve as relief centers, shelters or staging areas for incoming emergency personnel, goods and services.

Length of Deployment: Unless a shorter or longer duration is identified in the initial request for assistance, the normal initial duration of Provider's assistance shall be seven days and may be extended, if necessary, in seven day increments.

Food, Housing, Self Sufficiency and Travel: Recipient shall be responsible for providing food and hydration for Provider's personnel from the time of their arrival at a designated location to the time of their departure. However, Provider's personnel will be, to the greatest extent possible, sufficient while working in the emergency disaster area.

Communications: Identification of the command structure and contact person(s) therein who will coordinate communications between Provider's personnel and Recipient. Provider shall furnish communications equipment sufficient to maintain internal communications between its own personnel during deployment.

Rights and Privileges: Assurances that Provider's personnel rendering assistance under the terms of this Agreement shall have the same powers, duties, rights, privileges and immunities incidental to their regular employment or position with provider.

C Providing Assistance.

No party is required to provide assistance under this Agreement unless it determines that it has sufficient resources to do so. The parties agree that when an authorized representative of Recipient contacts an authorized representative of Provider, Provider will assist its local emergency response agencies' resources to determine the availability of requested personnel, equipment and other assistance, including the feasibility of deploying the same. Provider agrees to immediately communicate information about the availability of resources to Recipient upon receiving a request for aid.

D State and Federal Assistance.

Unless otherwise agreed to by Provider, Recipient shall be responsible for coordinating all request for assistance to local, state, or federal authorities.

E. Unified Incident Command System.

The parties agree that Recipient work toward establishment of a standard ICS to the greatest extent possible, for an emergency requiring mutual aid assistance under this agreement. Recipient's ICS shall be consistent with the concepts and principals of the National Incident Command System (NIMS) developed by the U.S. Department of Homeland Security. The parties agree that Recipient's ICS should aim toward a system that allows for Unified Command (UC) to provide the most efficient and effective means for communication between and coordination of personnel and resources; 1) deployed by various agencies and jurisdiction at the federal, state and local levels; 2) deployed to an emergency occurring in two or more jurisdictions; 3) deployed to an emergency occurring near the geographic boundary between two or more jurisdictions. Utilization of UC and ICS shall not be interpreted as increasing or decreasing the authority, responsibility, and accountability inherent to a local emergency response agency deployed by Provider under the terms of this agreement.

f. Supervision and Control.

The parties agree that Provider's personnel, equipment and other resources will be under the operational control of Recipient. Direct supervision and control of personnel, equipment and resources shall remain with provider's designated supervisory personnel and Recipient shall advise Provider's supervisory personnel of the work tasks to be assigned to Provider's personnel.

g. Recall of Personnel.

The parties agree that Provider's personnel and other resources shall remain subject to recall at any time. Provider shall give Recipient immediate notification of its intent to withdraw personnel or resources. If such notice is not practicable, Provider shall give Recipient the most immediate and earliest possible notice of the recall.

Waiver of Reimbursement.

Unless otherwise agreed upon by Recipient and Provider, terms and conditions governing reimbursement for assistance provided under this Agreement shall be that both the Recipient and Provider waive the right to seek reimbursement from each other in the providing of mutual aid (including any and all expenses incurred or funds expended, including but not limited to direct and indirect payroll costs and actual expenses such as travel expenses, benefits, and workers' compensation premiums, claims and expenses, fuel, and wear and tear and/or actual damage to equipment utilized in providing aid, and any other direct or consequential losses, expenses, or cost incurred in providing aid). Each party shall maintain its own equipment in safe and operational condition.

Insurance.

Each party shall be responsible for its own actions or omissions and those of its personnel. Unless otherwise agreed upon by Recipient and Provider, it is agreed that each party shall be individually responsible for providing insurance coverage in accordance with the following provisions and subject to the terms of the Reimbursement section herein: (1) Unemployment and Workers' Compensation Coverage, (2) Automobile Liability Coverage, and (3) General Liability.

SOVEREIGN IMMUNITY.

By entering into this agreement, the parties do not waive any governmental immunity. Each party specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant state law.

IDEMNIFICATION.

Each party to this Agreement shall assume the risk of liability arising from its own actions or omissions or the actions or omissions of its employees and agents at all times. Neither party agrees to insure, defend, or indemnify the other. To the extent a party does not maintain the proper levels of liability and other insurance coverage pursuant to the terms of this Agreement, the party's liability for being uninsured, or underinsured, shall not be construed as a waiver of its governmental or sovereign immunities.

TITLES NOT CONTROLLING.

Titles of paragraphs are for reference only and shall not be used to construe the language of this Agreement.

APPLICABLE LAW.

In the event the construction, interpretation, and enforcement of this Agreement are subjected to adjudication in a court of law, the construction, interpretation, enforcement of the terms of this Agreement, and each party's duties and responsibilities thereunder, shall be governed by the laws of the State of Arkansas. In such event, the Courts of the State of Arkansas shall have jurisdiction over the Agreement and the parties. Venue shall be in Miller County Circuit Court, Miller County, Arkansas.

SEVERABILITY.

Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

AMENDMENTS.

Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed, and signed by all parties to this Agreement with the same approvals, certifications, submissions and other requirements applicable to the original Agreement.

SIGNATURES.

In witness whereof, the parties to this Agreement through their duly authorized officials or representatives, hereby execute this Agreement on the dates set out below, and in doing so certify that each has read, understood, and agreed to the terms and conditions of this Agreement as set forth herein and has authority to enter into this legally binding contractual agreement. The effective date of this Agreement is the date of the signature and seal last affixed to this page.

Miller County Volunteer Fire Dept.

Texarkana Arkansas Fire Dept.

Cathy H. Harrison 3-6-19
(Signature) (date)

(Signature) (date)

Cathy H. Harrison, County Judge
(Printed Name) (title)

(Printed Name) (title)

Miller County Arkansas:
(affix official seal)

Texarkana, Arkansas:
(affix official seal)

**Mutual aid agreement between Miller County Volunteer Fire Dept.
& Texarkana Arkansas Fire Dept.**