



## **Regular Meeting of the Board of Directors**

City of Texarkana, Arkansas

216 Walnut Street

**Agenda - Monday, December 16, 2019 - 6:00 PM**

Call to Order

Roll Call

Invocation and Pledge of Allegiance given by Assistant Mayor Linda Teeters

### **CONSENT**

- [1.](#) Approval of the minutes of the regular meeting December 2, 2019. (CCD)
- [2.](#) Adopt a Resolution authorizing the City Manager to enter into a construction contract with Contech Contractors, Inc. (Contech) for Palomino Drive Culvert Replacement (PWD)
- [3.](#) Adopt a Resolution approving the Interlocal Corporation Agreement for Mutual Assistance in Law Enforcement between the City of Texarkana, Arkansas, and the City of Texarkana, Texas. (TAPD)

### **REGULAR**

### **CITIZEN COMMUNICATION**

**NEXT MEETING DATE: Monday, January 6, 2020**

### **ADJOURN**

### **2020 City Calendar**

Juneteenth Celebration - Saturday, June 27, 2020



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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<b>AGENDA TITLE:</b>	Approval of the minutes of the regular meeting December 2, 2019. (CCD)
<b>AGENDA DATE:</b>	December 16, 2019
<b>ITEM TYPE:</b>	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
<b>DEPARTMENT:</b>	City Clerk
<b>PREPARED BY:</b>	Heather Soyars, City Clerk
<b>REQUEST:</b>	Approval of meeting minutes.
<b>EMERGENCY CLAUSE:</b>	No
<b>SUMMARY:</b>	Approval of meeting minutes.
<b>EXPENSE REQUIRED:</b>	N/A
<b>AMOUNT BUDGETED:</b>	N/A
<b>APPROPRIATION REQUIRED:</b>	N/A
<b>RECOMMENDED ACTION:</b>	The City Clerk recommends approval.
<b>EXHIBITS:</b>	Meeting minutes.



## **Regular Meeting of the Board of Directors**

City of Texarkana, Arkansas

216 Walnut Street

**Minutes - Monday, December 02, 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

### **PRESENTATION(S)**

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

Mayor Brown presented an award and pin to Royce Bollier for 5 years of service with the Public Works Department and Heather Soyars for 10 years of service with the City Clerk Department.

Mayor Brown also acknowledged Kevin Jefferson for 15 years of service with Texarkana Water Utilities and Elnora Payton for 25 years of service with Texarkana Water Utilities.

### **CONSENT**

Director Harris requested Item 3. Adopt a Resolution authorizing the City Manager to enter into a construction contract with Contech Builders Inc., for Ermer Dansby Pondexter (EDP) Sports Complex concession stand and bathrooms (PWD), to be removed from the Consent Agenda for discussion.

Motion to approve the Consent Agenda made by Director Hollibush, Seconded by Director Miner.

The motion carried unanimously, and Mayor Brown declared the Consent Agenda approved. The item approved was:

2. Approval of the minutes of the regular meeting November 18, 2019. (CCD)

### **REGULAR**

3. Resolution No. 2019-46 authorizing the City Manager to enter into a construction contract with Contech Builders Inc., for Ermer Dansby Pondexter (EDP) Sports Complex concession stand and bathrooms. (PWD)

After a brief discussion, the motion to approve the resolution was made by Assistant Mayor Teeters, Seconded by Director Hollibush.

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

Voting Present: Director Harris.

The Mayor declared the resolution adopted by a vote of 6-1.

4. Resolution No. 2019-47 authorizing the sale of 110 acres of timber located at the Texarkana Regional Airport. (Airport)

Texarkana Airport Authority Interim Director Dave Snavelly made a short presentation, the motion to approve the resolution was made by Director Harris, Seconded by Director Peavy.

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

The Mayor declared the resolution adopted by a vote of 7-0

#### **CITIZEN COMMUNICATION**

Dr. Doris Davis, 3102 Laurel Street, was opposed to the demolition of the Wilson house.

John Hall, 500 Hickory Street, did not want the Wilson House to be demolished.

Dan Gordon, 804 East 12<sup>th</sup> Street, was against the demolition of the Wilson house.

Trent Hannah, 619 Farren Road, objected to the Wilson house being demolished.

Director Harris questioned the City Attorney about the Historic District ordinance.

**NEXT MEETING DATE: Monday, December 16, 2019**

#### **ADJOURN**

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

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

The motion carried 7-0. The meeting adjourned at 6:33 PM.

**APPROVAL** of the minutes on this 16<sup>th</sup> day of December, 2019.

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Allen L. Brown, Mayor

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Heather Soyars, City Clerk



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt a Resolution authorizing the City Manager to enter into a construction contract with Contech Contractors, Inc. (Contech) for Palomino Drive Culvert Replacement (PWD)

**AGENDA DATE:** 12/16/2019

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Public Works Department

**PREPARED BY:** Tyler Richards, Public Works Director

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**REQUEST:** Adopt a Resolution to Enter into a Construction Contract with Contech for Palomino Drive Culvert Replacement.

**EMERGENCY CLAUSE:** This item will be approved by a resolution; therefore, it will not need an emergency clause.

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**SUMMARY:** A resolution for the award of the construction contract to Contech Contractors, Inc. in the amount of Eighty Thousand Six Hundred Thirty-Five Dollars and Forty-Eight Cents (\$80,635.48) for Palomino Drive Culvert Replacement.

On Tuesday December 3rd, 2019 a bid opening was conducted at City Hall for the referenced project. Four qualified bids were received that met the bidding requirements. Public Works reviewed the bids and found no errors in the submission. The low bid including the alternate by Contech Contractors, Inc. is within the budget amount of \$100,000. A bid tabulation is further provided of the three low bids and summarized below:

Contech Contractors	\$80,635.48
Francis Excavating	\$82,823.01
TEC, Inc.	\$132,220.00

Contech Contractors is licensed in the State of Arkansas and is located in Texarkana, Texas. Contech is very experienced and capable to complete the project.

Award of this contract to Contech Contractors, Inc. meets all bidding requirements. Funds were budgeted and are available for the award of this contract in the Drainage Improvements Fund.

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**EXPENSE REQUIRED:** \$80,635.48

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**AMOUNT BUDGETED:** \$100,000.00

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**APPROPRIATION** \$0.00  
**REQUIRED:**

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**RECOMMENDED** City Manager and staff recommend board approval.  
**ACTION:**

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**EXHIBITS:** Resolution, Bid Tabulation, Contech Contractors, Inc. Bid Proposal.

# RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, after advertisement of a low bid in the amount of \$80,635.48 was submitted by Contech Contractors, Inc., for Palomino Drive culvert replacement; and

**WHEREAS**, funds for such construction are budgeted; and

**WHEREAS**, the City Manager and staff recommend Board 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 construction contract with Contech Contractors, Inc., for the purposes and in the amount set forth above.

**PASSED AND APPROVED** this 16<sup>th</sup> day of December, 2019.

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Allen L. Brown, Mayor

**ATTEST:**

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Heather Soyars, City Clerk

**APPROVED:**

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George Matteson, City Attorney



SECTION 00 41 43 - BID FORM - UNIT PRICE (SINGLE-PRIME CONTRACT)

Project: Culvert Replacement under Palomino Drive  
City of Texarkana, Arkansas

Owner: City of Texarkana, Arkansas  
216 Walnut Street  
Texarkana, AR 71854

Date: 12/03/2019

Submitted by: Contech Contractors Inc.

(full name and address) 4003 W. 7th St., Texarkana, TX 75501

1.1 OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Engineer for the above-referenced Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this Bid Form in lawful money of the United States of America.

We have included a Bid Bond or Cashier's Check in the amount of 5% of the bid as the Bid security required in the Request for Bids.

**All applicable federal taxes and State of Arkansas taxes are included in the Unit Prices.**

1.2 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 60 days from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will

- Execute the Agreement within seven days of receipt of acceptance of this Bid.
- Furnish the required bonds within seven days of receipt of acceptance of this Bid.
- Commence Work within seven days after written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which a Contract is signed.

In the event our Bid is not accepted within the time stated above, the required Bid security will be returned to the undersigned, according to the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.3 CONTRACT TIME

If this Bid is accepted, we will

- Complete the Work in **60** Calendar Days from Notice to Proceed.

1.4 UNIT PRICES

Appendix A to this section provides the Unit Prices for specific portions of the Work.

1.5 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price.

Addendum No. .... Dated .....

Addendum No. .... Dated .....

1.6 APPENDICES

A. The following documents are attached to and made a condition of the Bid:  
Appendix A – Bid Proposal

1.7 BID FORM SIGNATURES

The Corporate Seal of

Contech Contractors Inc......

(Bidder - print the full name of your firm)  
was hereunto affixed in the presence of

Wm. B. Dyk.....

(Authorized signing officer and title)  
(Seal)

Kathryn Shaw Administrator.....

(Authorized signing officer and title)  
(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT

## Appendix A

## BID PROPOSAL

To: City of Texarkana, Arkansas  
For the Construction of  
Culvert Replacement under Palomino Drive

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation, that he has carefully examined the form and conditions of the Contract, Advertisement for Bids, Information for Bids, the drawings and specifications therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide the necessary labor, machinery, tools apparatus, and other items incidental to the proposed construction, and will do all work and furnish all the materials called for in the Contract Documents in the manner prescribed therein and according to the requirements of the Engineer as set forth therein at and for the unit prices for the individual items as follows:

ITEM NO.	EST. QUAN.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE FIGURES	TOTAL \$ AMOUNT
1	1	LS	Mobilization Complete in place, The Sum of <u>Thirteen Thousand Four Hundred Seventy Six</u> Dollars and <u>Fifty</u>	\$ 13,476.50	\$ 13,476.50
			Cents per Lump Sum		
2	1	LS	Barricades and Traffic Handling Complete in place, The Sum of <u>One Thousand Three Hundred Seventy Five</u> Dollars and <u>zero</u>	\$ 1375.00	\$ 1375.00
			Cents per Lump Sum		
3	1	LS	Remove and Dispose of Existing Brick Box Culverts and Headwall Complete in place, The Sum of <u>Nine Thousand Three Hundred Fifty</u> Dollars and <u>zero</u>	\$ 9350.00	\$ 9350.00
			Cents per Lump Sum		
4	38	SY	Remove and Dispose of Asphalt Paving Complete in place, The Sum of <u>Twenty Three</u> Dollars and <u>Ten</u>	\$ 23.10	\$ 877.80
			Cents per Square Yard		
5	60	LF	Clearing Vegetation Complete in place, The Sum of <u>Eighty Two</u> Dollars and <u>Fifty</u>	\$ 82.50	\$ 4950.00
			Cents per Linear Foot		
6	38	SY	Asphalt Patch Complete in place, The Sum of <u>One Hundred Seventy One</u> Dollars and <u>Thirty Eight</u>	\$ 171.38	\$ 6512.44
			Cents per Square Yard		
7	219	LF	48" HP Storm Pipe Complete in place, The Sum of <u>One Hundred Twenty Four</u> Dollars and <u>Twenty six</u>	\$ 124.26	\$ 27,212.94
			Cents per Linear Foot		
8	1	EA	25' x 6' 11" Concrete Headwall Complete in place, The Sum of <u>Thirteen Thousand Seven Hundred Fifty</u> Dollars and <u>zero</u>	\$ 13,750.00	\$ 13,750.00
			Cents Each		

ITEM NO.	EST. QUAN.	UNIT	DESCRIPTION & UNIT PRICE IN WORDS	UNIT PRICE FIGURES	TOTAL \$ AMOUNT
9	1	EA	48" Safety End Treatment (4:1) Complete in place, The Sum of <u>Five Thousand Five Hundred Ninety Six</u> Dollars and Cents Each	\$ <u>5596.00</u>	\$ <u>5596.00</u>
10	2	EA	Install Pipe Bends Complete in place, The Sum of <u>Two Thousand Fifteen</u> Dollars and <u>zero</u> Cents Each	\$ <u>2015.00</u>	\$ <u>4030.00</u>
11	13	LF	Rock Filter Dam Complete in place, The Sum of <u>One Hundred Twenty Seven</u> Dollars and <u>sixty</u> Cents per Linear Foot	\$ <u>12760</u>	\$ <u>1658.80</u>
TOTAL AMOUNT of Bid-Items 1 through 11, inclusive					\$ <u>88,789.48</u>

**BID ALTERNATE 1**

8A	1	EA	48" Safety End Treatment (4:1) Complete in place, The Sum of <u>Five Thousand Five Hundred Ninety Six</u> Dollars and <u>zero</u> Cents Each	\$ <u>5596.00</u>	\$ <u>5596.00</u>
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It is understood and agreed that work shall be completed as defined in the Summary of Work.  
It is understood and agreed that work shall be completed in full within the Contract Period of 60 days.

The Undersigned agrees that time is an essential element of the contract. It is also agreed that, in accordance with the Supplementary Conditions of this Contract Document, each day of delay beyond the number of calendar days herein agreed upon for completion of the Project shall be acted upon as herein stipulated. Furthermore, both the Owner and the Contractor (Bidder) are in agreement that each such day of delay, the Owner may withhold, permanently from the Undersigned's total compensation, the sum of **One Hundred Dollars (\$100.00) per calendar day as LIQUIDATED DAMAGES for such delay.**

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

The city will accept the lowest, responsive, and responsible bidder and reserves the right to adjust quantities as well as accept any alternatives in order to meet the city's budget for this project

**NOTE:** Bid prices must be shown in words and figures, and in the event of discrepancy, the words shall control.

END OF SECTION

**Bid Tabulation  
for  
Palomino Drive Culvert Replacement - W.O.# PW-2019-003**

Item #	Description	Est Qty	U/M	Contech Contractors Texarkana, TX		Francis Excavating Texarkana, TX		TEC, Inc Texarkana, TX		RBIS, LLC Texarkana, AR	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$13,476.50	\$13,476.50	\$4,141.00	\$4,141.00	\$9,047.50	\$9,047.50	\$6,500.00	\$6,500.00
2	Barricades and Traffic Handling	1	LS	\$1,375.00	\$1,375.00	\$4,750.00	\$4,750.00	\$1,040.00	\$1,040.00	\$3,220.00	\$3,220.00
3	Remove and Dispose of Existing Brick Box Culverts and Headwall	1	LS	\$9,350.00	\$9,350.00	\$12,500.00	\$12,500.00	\$46,950.00	\$46,950.00	\$14,400.00	\$14,400.00
4	Remove and Dispose of Asphalt Paving	38	SY	\$23.10	\$877.80	\$26.32	\$1,000.16	\$38.25	\$1,453.50	\$63.00	\$2,394.00
5	Clearing Vegetation	60	LF	\$82.50	\$4,950.00	\$129.19	\$7,751.40	\$346.50	\$20,790.00	\$307.00	\$18,420.00
6	Asphalt Patch	38	SY	\$171.38	\$6,512.44	\$150.00	\$5,700.00	\$220.00	\$8,360.00	\$204.00	\$7,752.00
7	48" HP Storm Pipe	219	LF	\$124.26	\$27,212.94	\$165.05	\$36,145.95	\$136.00	\$29,784.00	\$219.00	\$47,961.00
8	25' x 6'-11" Concrete Headwall	1	EA	\$13,750.00	\$13,750.00	\$8,800.00	\$8,800.00	\$12,200.00	\$12,200.00	\$17,300.00	\$17,300.00
9	48" Safety End Treatment (4:1)	1	EA	\$5,596.00	\$5,596.00	\$3,850.00	\$3,850.00	\$4,460.00	\$4,460.00	\$12,500.00	\$12,500.00
10	Install Pipe Bends	2	EA	\$2,015.00	\$4,030.00	\$1,317.00	\$2,634.00	\$2,320.00	\$4,640.00	\$4,400.00	\$8,800.00
11	Rock Filter Dam	13	LF	\$127.60	\$1,658.80	\$38.50	\$500.50	\$95.00	\$1,235.00	\$225.00	\$2,925.00
<b>BASE BID</b>					<b>\$88,789.48</b>		<b>\$87,773.01</b>		<b>\$139,960.00</b>		<b>\$142,172.00</b>
8A	48" Safety End Treatment (4:1)	1	EA	\$5,596.0000	\$5,596.00	\$3,850.00	\$3,850.00	\$4,460.00	\$4,460.00	\$12,500.00	\$12,500.00
<b>TOTAL BID w/ ALTERNATE</b>					<b>\$80,635.48</b>		<b>\$82,823.01</b>		<b>\$132,220.00</b>		<b>\$137,372.00</b>



**CITY OF TEXARKANA, AR  
BOARD OF DIRECTORS**

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**AGENDA TITLE:** Adopt a Resolution approving the Interlocal Corporation Agreement for Mutual Assistance in Law Enforcement between the City of Texarkana, Arkansas, and the City of Texarkana, Texas. (TAPD)

**AGENDA DATE:** December 16, 2019

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** TAPD

**PREPARED BY:** Heather Soyars, City Clerk

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**REQUEST:** Interlocal Agreement for Mutual Assistance in Law Enforcement

**EMERGENCY CLAUSE:** No

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**SUMMARY:**

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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:**

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**EXHIBITS:** Interlocal Agreement

# RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the police departments of the City of Texarkana, Arkansas, and the City of Texarkana, Texas, have reached an agreement for mutual assistance in law enforcement to cooperate in exercising the powers and duties of law enforcement in the investigation of criminal activity and in enforcement of the criminal laws of the States of Arkansas and Texas; and

**WHEREAS**, the agreement is captioned “Interlocal Cooperation Agreement for Mutual Assistance in Law Enforcement” and a copy of same is attached hereto and made a part hereof; and

**WHEREAS**, it is in the best interest of the City that this agreement be approved;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, that the attached Interlocal Cooperation Agreement for Mutual Assistance in Law Enforcement be, and it is hereby in all respects approved.

**PASSED AND APPROVED** this 16th day of December, 2019.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
George Matteson, City Attorney

## **Interlocal Cooperation Agreement For Mutual Assistance in Law Enforcement**

The City of Texarkana, Texas, a municipal political subdivision of the State of Texas, and the City of Texarkana, Arkansas, a municipal political subdivision of the State of Arkansas, enter into this Interlocal Cooperation Agreement For Mutual Assistance in Law Enforcement (“Agreement”) to cooperate in exercising the powers and duties of law enforcement, in the investigation of criminal activity, and in enforcement of the criminal laws of the states of Texas and Arkansas, pursuant to the authority granted under Texas Government Code Chapter 791, the *Interlocal Cooperation Act*, Arkansas Code Annotated Chapter 25-20-101, et seq., the *Interlocal Cooperation Act*, Texas Code of Criminal Procedure Article 2.124(b), Arkansas Code Annotated 16-18-115, and City of Texarkana, Arkansas Ordinance No. L-211.

### I.

The following terms shall have the following meanings when used in this Agreement:

- (a) “Peace Officer” means a police officer employed with either the City of Texarkana, Texas Police Department or the City of Texarkana, Arkansas Police Department.
- (b) “Member” means the City of Texarkana, Texas (“Texas City”) or the City of Texarkana, Arkansas (“Arkansas City”);
- (c) “Chief Law Enforcement Officer” means the Chief of Police, or his designee, of either the City of Texarkana, Texas, or the City of Texarkana, Arkansas;
- (d) “Chief Administrative Officer” means the Mayor or City Manager of either the City of Texarkana, Texas, or the City of Texarkana, Arkansas; and
- (e) “Territorial Limits” means the municipal/city limits of a Member.

### II.

The purpose of this Agreement is to authorize cooperation between the Members to increase their efficiency and effectiveness in providing police protection, the investigation of criminal activity, the prevention and suppression of crime, and the enforcement of state criminal laws in the Territorial Limits of the Members where the responding Member is authorized to act under the law of the state of the requesting Member.

### III.

The responding Member will assign its Peace Officers to provide police protection and/or to exercise law enforcement powers and duties inside the requesting Member’s Territorial Limits when:

- A. Requested by the Chief Law Enforcement Officer of the requesting Member; and



- B. The Chief Law Enforcement Officer of the responding Member has determined, in his sole discretion, that the assignment is necessary to provide police protection or assistance in the investigation of criminal activity, the prevention or suppression of crime, or the enforcement of state criminal laws in the Territorial Limits of the requesting Member.

#### IV.

Any request for aid under this Agreement will include a statement of the amount and type of equipment and number of personnel requested and specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by the responding Member's Chief Law Enforcement Officer.

#### V.

The responding Member's Peace Officers will report to the requesting Member's Chief Law Enforcement Officer at the location to which the Officers have been assigned. The requesting Member's Chief Law Enforcement Officer will have the power to issue reasonable orders and directions to the responding Member's Officers and the responding Member's Officers will then act on those orders and directions.

#### VI.

Peace Officers and equipment of the responding Member will be released by the requesting Member when their services are no longer required; provided, however, that the Chief Law Enforcement Officer of the responding Member, in his sole discretion, at any time may withdraw the responding Member's personnel or equipment or discontinue participation in any activity initiated pursuant to this Agreement.

#### VII.

A Texas City Peace Officer qualified under Ark. Code Ann. 16-81-115 may exercise the same powers and duties as an Arkansas City Peace Officer within the Territorial Limits of Arkansas City without further qualification, certification, oath, or bond. An Arkansas City Peace Officer qualified under Texas Code of Criminal Procedure Article 2.124(b) may exercise the same powers and duties as a Texas City Peace Officer within the Territorial Limits of Texas City without further qualification, certification, oath, or bond.

#### VIII.

Each Member under this Agreement expressly waives the right to reimbursement for services performed under this Agreement and shall pay its own costs incurred.

#### IX.

Any responding Peace Officer who is assigned, designated, or ordered by the Chief Law Enforcement Officer of the Member which regularly employs the Officer to perform services pursuant to this Agreement will receive the same wage, salary, pension, and all other compensation

and all other rights for such service, including injury or death benefits, and workers' compensation benefits, as though the service had been rendered within the Territorial Limits of the Member where the Officer is regularly employed. All such wage and disability payments, including workers' compensation benefits, pension payments, reimbursement for damage to equipment and clothing, medical expenses, and expenses of travel, food and lodging will be paid the Member which regularly employs such Officer.

#### X.

In the event that any Peace Officer performing services pursuant to this Agreement shall be cited as a party to any civil lawsuit, state or federal, alleging civil liability because of the performance of those services, the Officer will be entitled to the same benefits that the Officer would be entitled to receive if such civil action has arisen out of the performance of the Officer's duties as a Member of the department where the Officer is regularly employed and in the jurisdiction of the Member in which the Officer is regularly employed.

#### XI.

Each Member hereby waives all claims against the other Member for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of services under this Agreement. Each Member will bear any liability for and/or cost of damage to its equipment and the death of or injury to its Peace Officers, whether the death, injury, or damage occurs in the Member's own Territorial Limits or in the other Member's Territorial Limits. Subject to and without waiving the liability limits and/or immunities provided by law to a Member and further subject to the liability coverage carried by a Member, each Member will indemnify, defend, and hold harmless the other Member for damages, claims, demands, suits, judgments, costs, and expenses arising from loss of or damage to private property and/or the death of or injury to private persons caused by the Member's personnel or equipment in the performance of this Agreement. For purposes of this Agreement, "private persons" and "private property" mean persons who are not employees of a Member and property in which a Member has no interest.

#### XII.

It is expressly understood and agreed that by the execution of this Agreement neither Member waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it by law against civil liability claims arising in the exercise of the governmental services and functions provided for herein.

#### XIII.

Each Member under this Agreement agrees that if legal action is brought under this Agreement, exclusive venue shall lie in the county in which the defendant Member is located.

XIV.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the applicable laws of the State of Texas and the State of Arkansas.

XV.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XVI.

This Agreement, upon approval of the governing body of each Member and the execution by the duly authorized official of each Member, as expressed, in the approving ordinance or resolution of the governing body of each Member, will be effective on the \_\_\_\_ day of \_\_\_\_\_, 2019, for a term of ten (10) years.

XVII.

During any part of the term of this Agreement a Member may terminate the Agreement by giving thirty (30) days' written notice of intent to terminate signed by the Member's duly authorized Chief Law Enforcement Officer or Chief Administrative Officer to the Chief Law Enforcement Officer or Chief Administrative Officer of the other Member, such written notice to be hand delivered or sent by certified mail.

XVIII.

This Agreement may be amended or modified by the mutual agreement of the Members hereto in writing.

XIX.

This instrument contains all commitments and agreements of the Members, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

XX.

In order to have a more effective relationship between the Members and to provide the best possible police protection, it is hereby agreed that all questions arising under this Agreement shall be handled and resolved by a Law Enforcement Oversight Committee, consisting of the Chief Law Enforcement Officers of each Member.

XXI.

A Member may utilize procurement procedures of the other Member on a cost-neutral basis for purchase of law enforcement vehicles and matériel unless otherwise prohibited by law or vendor requirements. The requesting Member shall submit a request for purchase to the procuring

Member. The procuring Member shall issue an invoice for payment to the requesting Member for the total cost of the requested items, including purchase price and related fees, and the requesting Member shall authorize the procuring Member to proceed with the purchase. The procuring Member shall notify the requesting Member when the requested items have been received from the vendor. The requesting Member shall tender payment in full of the invoice by check made payable to the procuring Member. When the requesting Member's check clears its financial institution, ownership of or title to the requested items shall be transferred "as is" to the requesting Member.

**IT IS SO AGREED:**

**CITY OF TEXARKANA,  
MILLER COUNTY, ARKANSAS**

**CITY OF TEXARKANA,  
BOWIE COUNTY, TEXAS**

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DR. KENNY HASKIN  
City Manager

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SHIRLEY JASTER.  
City Manager

**ATTEST:**

**ATTEST:**

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HEATHER SOYERS  
City Clerk

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JENNIFER EVANS  
City Secretary

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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GEORGE M. MATTESON, J.D.  
City Attorney

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JEFFERY C. LEWIS, J.D.  
City Attorney

**TEXARKANA, ARKANSAS  
POLICE DEPARTMENT**

**TEXARKANA, TEXAS  
POLICE DEPARTMENT**

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ROBERT HARRISON  
Police Chief

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KEVIN SCHUTTE  
Police Chief