



RESOLUTION NO. 20191126-11

A RESOLUTION RATIFYING THE EXECUTION OF AN INTERLOCAL AGREEMENT TO PARTICIPATE IN THE TEXARKANA BROWNFIELDS REGIONAL ENVIRONMENTAL COALITION WITH THE CITY OF TEXARKANA, TEXAS, CITY OF TEXARKANA, ARKANSAS, AND THE ARK-TEX COUNCIL OF GOVERNMENTS

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, the United States Environmental Protection Agency has funding available to conduct Brownfield Assessment activities; and

WHEREAS, the City of Texarkana, Texas, the City of Texarkana, Arkansas, the Ark-Tex Council of Governments, and TexAmericas Center entered into an Interlocal Agreement, executed on or about October 31, 2019 by TexAmericas Center, for the purpose of jointly applying for funds from the Environmental Protection Agency for Brownfield Assessment activities in the area of and around Texarkana, Texas and Texarkana, Arkansas, including the property of TexAmericas Center; and

WHEREAS, joining into a Coalition of the four entities to seek such funding will enhance the prospects of receiving EPA grant funding for the Texarkana area; and

WHEREAS, the City of Texarkana, Texas, has agreed to act as the administrative agent for the four entities in applying for, receiving, and administering grant funds received; and

WHEREAS, the Board of Directors of TexAmericas Center finds that it is in the best interest of the TexAmericas Center to enter into an Interlocal Agreement to seek EPA grant funding for Brownfield Assessment activities;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Interlocal Agreement for the Texarkana Brownfields Regional Environmental Coalition in the form attached hereto as Exhibit "A" shall be and it is hereby approved by the Board of Directors and the execution thereof is hereby ratified; and
2. Scott Norton, the Executive Director/CEO of TexAmericas Center, shall be and he is hereby further authorized to execute any and all documents as may be necessary to participate

in the Coalition and to apply for and receive funds by and through the Coalition and in accordance with the terms of the agreement.

PASSED and APPROVED this 26th day of November, 2019.



Boyd Sartin, Chairman of the Board

ATTEST:



Ben King, Secretary

Attached: Exhibit "A" Interlocal Agreement

Interlocal Agreement

Texarkana Brownfields Regional Environmental Coalition

This Interlocal Agreement [hereafter referred to as "Agreement"] is entered into by and between the following participating entities: City of Texarkana, Bowie County, Texas; City of Texarkana, Miller County Arkansas; Ark-Tex Council of Governments, and the TexAmericas Center [all parties hereafter referred to as "Parties or Party"].

The City of Texarkana, Arkansas, Ark-Tex Council of Governments, and TexAmericas Center herein agree to contract with the City of Texarkana, Texas to administer this Interlocal Agreement. In consideration of the mutual promises and covenants contained in this Agreement, the Parties hereby agree as follows:

I. PURPOSE

The Parties are desirous of applying for and receiving funding from the Environmental Protection Agency ("EPA") for Brownfield Assessment activities. The purpose of this Agreement is to define the roles and responsibilities of the Parties in the Texarkana Brownfields Regional Environmental Coalition ("the Coalition") in order to carry out the activities outlined in the EPA application for the funding of Brownfield Assessment activities and subsequent grant agreement documentation.

II. SCOPE OF ACTIVITIES

Activities funded through the Agreement may include inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, outreach materials and implementation, and other eligible activities. The City of Texarkana, Texas may retain consultants and contractors to undertake various activities funded through the Agreement.

III. RESPONSIBILITIES OF THE CITY OF TEXARKANA, TEXAS

The City of Texarkana, Texas shall serve as the Lead Applicant on behalf of the Coalition. In this capacity, the City of Texarkana, Texas shall have the following responsibilities:

- 1. To manage and administer this Agreement;**
- 2. To prepare grant applications to EPA and other such agencies on behalf of the Coalition;**
- 3. To procure the consultants in compliance with Arkansas and Texas State Statutes; to issue Request for Proposals or Request for Qualifications; to oversee receipt of the submitted proposals and selection and award of contracts; and to negotiate the**

terms of agreements in consultation with the City of Texarkana, Arkansas, Ark-Tex Council of Governments, and the TexAmericas Center;

4. To develop a site selection process based on agreed upon factors that will ensure that a minimum of 11 sites are assessed over the life of the Agreement with an anticipated 8 Phase I sites, 8 Phase II sites and 8 clean-up site plans by requesting funding from EPA, and to submit the same to EPA for prior approval to ensure eligibility;
5. Upon designation of the specific sites, to work with the Ark-Tex Council of Governments and/or TexAmericas Center, depending on exact location for sites outside the Texarkana, Arkansas or Texarkana, Texas City Limits, to finalize the scope of work for the consultant or contractor;
6. To ensure that other activities as negotiated in the work plan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by the Parties;
7. To maintain compliance with the statutes, regulations, and terms and conditions of any grants received by the Coalition;
8. To provide for the general administration of grants received by the Coalition;
9. To maintain compliance by the City of Texarkana, Arkansas, Ark-Tex Council of Governments, and the TexAmericas Center with the terms and conditions of this Agreement:
10. To provide timely information to the City of Texarkana, Arkansas, Ark-Tex Council of Governments, and the TexAmericas Center regarding the management of the Agreement and any changes that may be made to the Agreement over the period of performance; and
11. Any other responsibilities that, from time to time, the Parties shall determine to be necessary and proper to accomplish the purposes of the Agreement.

IV. RESPONSIBILITIES OF THE CITY OF TEXARKANA, ARKANSAS, ARK-TEX COUNCIL OF GOVERNMENTS, AND THE TEX AMERICAS CENTER

The City of Texarkana, Arkansas, Ark-Tex Council of Governments, and the TexAmericas Center will each have the following responsibilities:

1. To appoint (2) members to represent their interest in the Coalition;
2. To provide timely information to the City of Texarkana, Texas as may be requested in performing its duties under this Agreement;
3. To participate fully in the brownfields assessment process;
4. To obtain all required permits, easements, and /or access agreements as may be necessary to undertake assessments at the selected site; provided however, if the City of Texarkana, Arkansas, Ark-Tex Council of Governments, nor the TexAmericas

- Center has the capacity to perform these activities, the City of Texarkana, Texas may assist in securing necessary site access agreements and permits;
5. To comply with all funding requirements set forth in any grant agreements that may be entered into by the City of Texarkana or the Coalition, including an accounting of expenditures of grant funds made by each City of Texarkana, Arkansas, Ark-Tex Council of Governments, and the TexAmericas Center; and
 6. To comply with any other requests that may be made by the Lead Applicant from time to time in performing its duties under this Agreement.

V. FUNDING

1. The City of Texarkana, Texas agrees that any compensation for professional services shall be paid as provided under the terms of any grants received by the Coalition.
2. Any commitment of non-grant funds must be approved pursuant to the procurement requirements of the governing bodies of the respective Parties.
3. The Parties understand and acknowledge that all funds used for payment according to this Agreement, if any, shall be derived solely from funds specifically appropriated for this Interlocal Agreement or projects relating thereto.

VI. NOTICES

Any notices required to be given under this Agreement shall be given to the Parties as follows:

For the City of Texarkana, Texas:

Shirley Jaster, City Manager
220 Texas Boulevard
Texarkana, TX 75501
903-798-3930

Cc: David Orr, Director of Planning and Community Development, david.orr@txkusa.org
Daphnea Ryan, Planner II, drvan@txkusa.org

For the City of Texarkana, Arkansas:

Tyler Richards, Director, Department of Public Works
216 Walnut Street
Texarkana, AR 71854
870-779-4975
tyler.richards@txkusa.org

For the Ark-Tex Council of Governments:

**Paul Prange, Environmental Resources Coordinator
4808 Elizabeth Street
Texarkana, TX 75503
903-832-8636
pprange@atcog.org**

For the TexAmericas Center:

**Scott Norton, Executive Director/CEO
107 Chapel Lane
New Boston, TX 75570
903-223-9841
scott.norton@texamericascenter.com**

VII. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument. This Agreement shall be executed and bound by the terms of the Texas Interlocal Agreement Statute, Chapter 791 of the Texas Government Code.

VIII. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date the last Coalition representative executed the agreement and shall terminate September 30, 2023, or on the date the awarded EPA Assessment Grant expires.

IX. ASSIGNMENT

This Agreement may not be assigned unless by the written mutual consent of all Parties.

X. SEVERABILITY

If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

XI. SUCCESSORS

This Agreement shall also be binding upon and the benefits of this Agreement shall inure to all successors of the Parties.

XII. WITHDRAWAL OF PARTICIPATION

In the event that any of the Parties desire to withdraw its participation, the Party shall give a minimum of sixty (60) days prior written notice to the other Parties of its intention to discontinue its participation in the Coalition; provided, however, such action shall not relieve such Party from any obligations it may have incurred prior to the date of the notice, including any obligations arising from its receipt of grant funds.

This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the date noted below.

APPROVED this _____ day of _____, 2019

CITY OF TEXARKANA, TEXAS

By: _____
Shirley Jaster, City Manager

**STATE OF TEXAS
COUNTY OF BOWIE**

THIS instrument was acknowledged before me on the _____ day of _____, 2019 by Shirley Jaster, City Manager, on behalf of the City of Texarkana, Texas.

NOTARY PUBLIC, STATE OF TEXAS

APPROVED this _____ day of _____, 2019

CITY OF TEXARKANA, ARKANSAS

By: _____
Tyler Richards, Public Works Director

By: _____
Dr. Kenneth Haskin, City Manager

STATE OF ARKANSAS

COUNTY OF MILLER

THIS instrument was acknowledged before me on the _____ day of _____, 2019 by Tyler Richards, Public Works Director and Dr. Kenneth Haskins, City Manager, on behalf of the City of Texarkana, Arkansas.

NOTARY PUBLIC, STATE OF ARKANSAS

APPROVED this _____ day of _____, 2019

ARK-TEX COUNCIL OF GOVERNMENTS

By: _____
Paul Prange, Environmental Resources Coordinator

By: _____
Chris Brown, Executive Director

STATE OF TEXAS

COUNTY OF BOWIE

THIS instrument was acknowledged before me on the _____ day of _____, 2019, by Paul Prange, Environmental Resources Coordinator and Chris Brown, Executive Director on behalf of the Ark-Tex Council of Governments.

NOTARY PUBLIC, STATE OF TEXAS

APPROVED this 28th day of October, 2019

TEXAMERICAS CENTER

By: 
Scott Norton, Executive Director/CEO

STATE OF TEXAS
COUNTY OF BOWIE

THIS instrument was acknowledged before me on the 28th day of October, 2019 by Scott Norton, Executive Director, on behalf of the TexAmericas Center.


NOTARY PUBLIC, STATE OF TEXAS

