

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made by and between the City of Texarkana, Texas (“Texas City”), a Texas home rule municipality, the City of Texarkana, Arkansas (“Arkansas City”), and Amtrak, a national passenger railroad company of the United States (the “Company”)(collectively referred to herein as the “Parties”) acting by and through their respective authorized officers.

The purpose of this MOU is to establish the terms and conditions for the purchase and improvement of certain real property (the “Project”) located at Front Street, Texarkana, USA, and more commonly known as Union Station (“Union Station” or the “Property”).

WHEREAS, the Property is in need of repair and renovation, and is the only remaining non-renovated union station facility along the Amtrak Texas Eagle Route; and

WHEREAS, the only operating portion of the Property is in need of repairs to make the site more ADA compliant and friendly for passengers; and

WHEREAS, this project will preserve the Property’s rich history and contribute to the economic growth and downtown revitalization; and

WHEREAS, there is potential funding available for the Project with funds from the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant program for building acquisition and preliminary engineering and also potential funding from Tax credits and Amtrak’s improvement funds; and

WHEREAS, this Memorandum of Understanding documents the commitments from the Parties to cooperate as described herein regarding the purchase, planning and implementation of the Project;

NOW, THEREFORE, the Parties agree as follows:

Article 1 **Background**

- 1.1 The real property (the “Land”), upon which is located a Building and Improvements commonly known as Union Station (“Union Station”) (also collectively referred to herein as the “Property”) is currently under private ownership.
- 1.2 The Land and Union Station are located on the borders of Texarkana, Texas and Texarkana, Arkansas and cross both States.

- 1.3 The Property is in need of repair and renovation in order to be useable, and is the only remaining non-renovated union station facility along the Amtrak Texas Eagle Route.

Article 2

Project

- 2.1 Texas City, Arkansas City, and Amtrak agree it is in the best interest of the Parties to attempt to purchase the Property in order to make the Property useable by the public.
- 2.2 The Parties commit, upon obtaining ownership of the Property, to work together to make renovations and improvements to Union Station to improve the use of, and allow for more use of the facility.
- 2.2 The redevelopment of Union Station will include, but not be limited to, passenger station amenity improvements and ADA accessibility upgrades, emission reduction, reduced pavement maintenance costs, and other public health and economic development benefits.
- 2.3 It is the intent of the Parties to create a multi-purpose building with passenger rail, grocery store, offices, event space, incubator space, and multi-modal means of transportation such as rail. Additionally, the Texarkana Urban Transit District office, bus station, and bike trails will be located on the exterior of the building.
- 2.4 This Project and Agreement is contingent upon (a) City Council approval of this agreement and any negotiated contract; (b) negotiation of a purchase price that is in line with the appraised value and that is acceptable to the Parties; and (c) completion of a ESA Phase I on the Property which is acceptable to the Parties.

Article 3

Term

- 3.1 This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and the governing bodies of the Parties' respective municipality and shall remain in full force and effect during the operation of Union Station or until mutually terminated by the Parties.

Article 4 Funding

- 4.1 The Parties anticipate Texas City will apply for funding under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program grant application. Arkansas City and Amtrak both agree and commit to assisting and cooperating with Texas City in the steps necessary for development and completion of the grant application, and any information or steps required in the grant application, submission, and response process.
- 4.2 Amtrak commits and agrees that it will provide certain agreed upon funding to assist with the Project.
- 4.3 Texas City and Arkansas City commit and agree to provide certain agreed upon funding to assist with the Project.

Article 5 Responsibilities of Parties

- 5.1 Renovation and Remediation. The Parties have agreed to use commercially reasonable efforts to design, remediate all environmental concerns, and renovate the Property located on Front Street, Texarkana, USA, and commonly known as Union Station to include a multi-purpose building with passenger rail, grocery store, offices, event space and incubator space and multi-modal means of transportation such as rail, the Texarkana Urban Transit District office and bus station and bike trails on the exterior of the building.
- 5.2 The Parties agree they shall cause the Property to be operated and maintained during the term of this Agreement consistent with all applicable rules, laws, regulations, and the requirements of any grant funds.
- 5.3 The Parties have no obligation to fund any amount beyond any allocated funding budgeted for the Project and/or those funds received from outside granting agencies.
- 5.4 The Parties have agreed to execute, or have executed, any consents necessary for the development of the Property and to enter into an agreement setting forth all the terms and conditions of the Parties in order to effectuate the intent of this MOU prior to beginning work on the Project.
- 5.5 The Parties wish to pursue and accomplish their collective objectives in a manner compliant with all laws, rules, and regulations that govern the Property and will seek the mutual agreed upon approvals necessary for any action.

- 5.6 The Parties agree to continue to coordinate with each other in the planning, design, development, and completion of the Project.

Article 6
Sovereign Immunity

- 6.1 Any Party or their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

Article 7
Termination/Default

- 7.1 This Agreement shall terminate upon any one or more of the following:
- (a) by written agreement of the Parties;
 - (b) if any significant portion of the Project is terminated; or
 - (b) Expiration Date.

Article 8
Miscellaneous

- 8.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of all Parties hereto.
- 8.2 Recitals. All Recitals are incorporated into this Agreement.
- 8.3 Limitation of Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. It is understood and agreed between the Parties that each Party in satisfying the conditions of this Agreement, has acted independently, and assumes no responsibility or liability to third parties in connection with these actions.
- 8.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement.

8.5 Notice. All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either Party designates in writing, by US Certified Mail, postage prepaid, or by hand delivery:

TEXAS CITY:
City of Texarkana, Texas
Attn: City Manager
220 Texas Blvd
P. O. Box 1967
Texarkana, Texas 75504-1967
Phone: (903) 798-3902

ARKANSAS CITY:
City of Texarkana, Arkansas
Attn: City Manager
ADDRESS
Texarkana, Arkansas 71854
Phone:

AMTRAK:
Attn: City Manager
ADDRESS
ADDRESS
Phone:

8.6 Amendment

This Agreement may be amended by the mutual written agreement of the Parties.

8.7 Legal Construction

In the event 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, or should any provision be determined to interfere with any Grant funds being used for the Property, such invalidity, illegality, unenforceability, or interference shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, unenforceable, or that interferes with said Grant, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, unenforceable, or interfering.

8.8 Entire Agreement

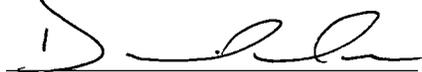
This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement.

8.9 Counterparts

This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

Executed on this ____ day of _____, 2024.

City of Texarkana, Texas



Dr. David Orr, City Manager

City of Texarkana, Arkansas

City Manager

Amtrak

Signature/Authority