

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TEXARKANA, ARKANSAS POLICE DEPARTMENT
AND
THE TEXARKANA REGIONAL AIRPORT**

This Memorandum of Understanding (“MOU”) is entered into by and between the Texarkana, Arkansas Police Department (“TAPD”) and the Texarkana Regional Airport (“Airport”), collectively referred to as the “Parties,” for the purpose of establishing the terms and conditions under which TAPD will provide law-enforcement services at the Airport.

1. PURPOSE

The purpose of this MOU is to set forth the mutual understanding of the Parties regarding the provision of airport law-enforcement services by TAPD personnel, the reimbursement of associated personnel and equipment costs, and the administrative responsibilities of each Party.

2. EFFECTIVE DATE AND TERM

This MOU shall become effective January 1, 2026, and shall remain in effect until terminated in accordance with Section 10 of this MOU.

3. DISCONTINUATION OF AIRPORT PAYROLL OFFICERS

Effective January 1, 2026, the Airport shall discontinue employing TAPD Officers directly on the Airport payroll. All law-enforcement duties previously performed by TAPD Officers shall thereafter be performed by TAPD specialized police officers assigned by PD to airport duty.

4. PROVISION OF LAW-ENFORCEMENT SERVICES

a. **Coverage.** TAPD shall provide specialized law-enforcement officers to perform airport-specific law-enforcement duties, including patrol, security, and enforcement activities customarily associated with municipal airport operations.

b. **Employment Status.** All officers assigned to airport duty shall remain employees of TAPD and the City of Texarkana, Arkansas at all times. Nothing in this MOU shall be construed to create an employment relationship between the Airport and any TAPD officer.

c. **Scheduling.** TAPD shall be solely responsible for scheduling specialized police officers assigned to airport duty. The Airport shall provide TAPD with timely notice of airport closures or anticipated changes in operations that may affect scheduling needs.

5. REIMBURSEMENT OF PERSONNEL COSTS

a. **Pass-Through Cost Structure.** The Airport shall reimburse TAPD for the total, fully loaded employment cost of officers assigned to airport duty. The intent of the Parties is that this arrangement operates strictly as a pass-through, with no profit to TAPD and no financial deficit to the City.

b. **Hourly Rate.** As of the date of this MOU, the specialized police officers' base hourly rate shall be the hourly rate as established by the Texarkana, Arkansas City Board of Directors, which is currently \$18.45 per hour. The estimated fully loaded cost to the City of Texarkana, Arkansas is currently believed to be approximately \$20.12 per hour, inclusive of wages, benefits, payroll taxes, and other employment-related costs. The final reimbursable rate shall be the verified fully loaded cost as determined by City Finance. Any future adjustment to the Specialized Police Officer hourly rate approved by the Texarkana, Arkansas City Board of Directors shall automatically apply for the purposes of this MOU, without the need for amendment, and any corresponding adjustment to the reimbursable rate shall reflect only the City's actual employment costs and shall not result in profit to the City.

c. **Verification.** City of Texarkana, Arkansas Finance Department shall verify and establish the applicable fully loaded hourly rate. Any adjustment to the reimbursable rate shall be based solely on actual employment costs incurred by the City.

d. **Time Records and Invoicing.** TAPD shall submit officer work records to City of Texarkana, Arkansas Finance Department on a monthly basis. City Finance shall generate and issue an invoice to the Airport within a reasonable time following receipt of the records. The Airport shall remit payment in accordance with the City's standard accounts-payable procedures.

6. POLICE VEHICLE LEASE

a. **Vehicle Lease.** The Airport shall lease from TAPD one (1) marked police unit for use by officers assigned to airport duty.

b. **Lease Rate.** The lease rate shall be \$1,200.00 per month, payable by the Airport.

c. **Fuel and Maintenance.** TAPD shall remain responsible for all fuel, routine maintenance, and necessary repairs associated with the leased vehicle.

d. **Use Limitation.** The vehicle shall be used solely for official law-enforcement duties related to airport operations unless otherwise authorized by TAPD.

7. OPERATIONAL COORDINATION

The Airport Director and TAPD shall maintain regular communication regarding operational needs, security concerns, special events, and any conditions requiring additional or modified law-enforcement coverage.

8. LIABILITY AND INDEMNIFICATION

Each Party shall be responsible for the acts and omissions of its own officers, employees, and agents to the extent provided by applicable law. Nothing in this MOU shall be construed as a waiver of sovereign or governmental immunity.

9. NO THIRD-PARTY BENEFICIARIES

This MOU is intended solely for the benefit of the Parties and creates no rights or benefits in any third party.

10. TERMINATION

Either Party may terminate this MOU upon [e.g., sixty (60)] days’ written notice to the other Party. In the event of termination, the Airport shall remain responsible for payment of all reimbursable costs incurred through the effective date of termination.

11. AMENDMENTS

This MOU may be amended only by written agreement executed by authorized representatives of both Parties.

12. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior agreements or understandings, whether written or oral.

13. AUTHORITY

The undersigned represent that they are duly authorized to execute this MOU on behalf of their respective entities.

TEXARKANA, ARKANSAS POLICE DEPARTMENT

By: _____

Name: _____

Title: _____

Date: _____

TEXARKANA REGIONAL AIRPORT

By: _____

Name: _____

Title: _____

Date: _____