

**Texas State Board of Plumbing Examiners and the Arkansas Committee of
Plumbing Examiners**

Reciprocal Journeyman Plumber Licensing Agreement

This interagency agreement is entered into by and between the Texas State Board of Plumbing Examiners (Texas) and the Arkansas Committee of Plumbing Examiners (Arkansas) pursuant to the authority set forth in Texas Occupations Code, Chapter 1301 and Arkansas Code Annotated §17-38-301 et. seg.

The parties hereto are located at the following addresses:

Texas State Board of Plumbing Examiners
929 East 41st Street
Austin, Texas 78751

Arkansas Department of Health
Protective Health Codes Slot #24
4815 West Markham Street
Little Rock, AR. 72205-3867

PURPOSE

It is the purpose of this agreement to mutually recognize Journeyman plumber qualifications between states with equivalent standards and examinations, and to allow Journeyman plumbers from either state to become licensed without examination in the other state, subject to the conditions listed herein.

TERMS AND CONDITIONS

In consideration of the terms and conditions contained herein, the parties agree as follows:

DEFINITIONS

1. "State licensing authority" means either Texas or Arkansas, depending on the context.
2. "Journeyman plumber" means a person licensed as a Journeyman plumber under Texas law or Arkansas law.
3. "Licensing state" means the state that has previously issued a Journeyman plumber license.
4. "Reciprocal state" means the state that is being asked to reciprocate licensure.

CONDITIONS FOR LICENSURE

1. **All parties to this agreement shall maintain the requirements for a Journeyman plumber as follows:**
 - a. **A person shall not be licensed as a Journeyman plumber unless that person has:**
 - i. **Completed at least 8,000 hours of on-the-job training under the supervision of a master plumber; and**
 - ii. **Passed a mandatory examination approved by the licensing state.**
2. **In order to qualify for licensure by reciprocity:**
 - a. **The applicant must hold a Journeyman plumber license in Arkansas or Texas.**
 - b. **The applicant's Journeyman plumber license must be current, active, and in good standing in the licensing state.**
3. **An applicant with a journeyman license granted from Arkansas must pass the practical license exam administered by Texas or have held their Arkansas journeyman license for four consecutive years prior to application for reciprocity in Texas.**
4. **An applicant is not eligible for license by reciprocity in Arkansas if the applicant's journeyman license in Texas was granted through reciprocity with another state and the licensee has not passed the license exam administered in Texas.**
5. **An applicant is not eligible for license by reciprocity in Texas if the applicant's journeyman license in Arkansas was granted through reciprocity with another state and the licensee has not passed the license exam administered in Arkansas.**
6. **The reciprocal state shall issue a Journeyman plumber license without need for written examination, when an applicant has met that state's requirements for licensure by reciprocity and has paid the appropriate fees.**

7. Each state shall maintain permanent records of licensure to document applicants' qualifications, experience, education, examinations, and examination scores for a period corresponding to that state's record retention schedule. In those instances where the licensing state is unable to provide evidence that the applicant meets the conditions of this agreement, the applicant shall not be eligible for a license by reciprocity.
8. An applicant is not eligible for a license by reciprocity if the applicant's license has been revoked or suspended in the licensing state.
9. An applicant is not eligible for a license by reciprocity if the applicant has failed to renew a license in the licensing state within the time frame allowed by that state for renewal without retaking the license examination.
10. Once an applicant is granted an initial license by the reciprocating authority, the licensee must comply with all renewal requirements for each state in order to maintain the licenses, including but not limited to, completion of any required continuing education.
11. Both states reserve the right to refuse an application for reciprocity for other good and legal cause.

REQUIRED APPROVALS, PERIOD OF PERFORMANCE

The period of performance of this agreement shall begin on the date the agreement, after being signed by both parties, receives all approvals required by law in Texas and Arkansas.

COMPENSATION

In no event shall either party attempt to seek from the other party any form of reimbursement, compensation, or payment, for any costs, fees, or other charges incurred which relate to performance of this agreement.

NONDISCRIMINATION AND CIVIL RIGHTS

During the performance of this agreement, Texas and Arkansas shall comply with all federal and state nondiscrimination laws, regulations, and policies.

RECORDS MAINTENANCE

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party unless otherwise agreed. Unless required by an applicable public information act or open-records statute, the receiving party will not disclose or make available this material to any third party without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed.

INDEMNIFICATION

Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

SOVEREIGN IMMUNITY

Neither Arkansas nor Texas waives sovereign immunity by entering into this agreement. The parties specifically retain immunity and all defenses available to them as sovereigns.

TERMINATION

Except as otherwise provide in this agreement, either party may terminate this agreement for any reason by providing written notice by certified mail to the other party at the address provided above. The effective date of the termination shall be 30 days from the postmark date of the written notice to terminate the agreement. If this agreement is terminated, each party shall process any pending application for reciprocity received prior to the postmark date of the notice of termination.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this agreement shall not be considered for any purpose to be employees or agents of the other party.

AMENDMENT

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

DISPUTES

In the event that a dispute arises under this agreement, the parties agree to negotiate in good faith to attempt to resolve the dispute.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the states of Arkansas and Texas, as well as all applicable federal law. The provisions of this agreement shall be construed to conform to those laws. In the event of any inconsistency in the terms of this agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable State Law.
2. Federal Statutes and Rules.
3. Any other provisions of the agreement, including materials incorporated by reference.

ASSURANCES

The parties agree that all activity performed as a result of this agreement will be in accordance with all applicable current or future federal, state, and local laws, rules, and regulations.

NOTIFICATION OF CHANGE OF LAW/EXAM

The parties agree that they will notify the other party, in writing, within 60 days if there are any changes to the laws of the authority that alters or amends the requirements needed for journeyman licensure in their state.

ASSIGNMENT

This agreement is not assignable or delegable by either party.

WAIVER

A failure by either party to exercise any right under this agreement shall not preclude that party from subsequent exercise of such right and shall not constitute a waiver of any other rights under this agreement.

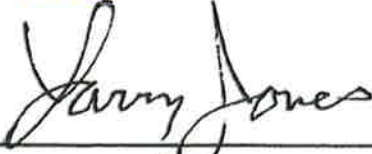
SEVERABILITY

If any provision of this agreement, or any provision of any document incorporated by reference, shall be held invalid, such invalidity shall not affect the other provisions of this agreement, so long as the remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement. To this end the provisions of this agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This agreement constitutes the complete understanding between the parties. No other promises, representations, or agreements shall be binding unless they appear in a writing signed by these parties.


IN WITNESS WHEREOF, the parties have executed this agreement this 10th day of October, 2022.



**Larry Jones, Chairman
Committee of Plumbing Examiners
Protective Health Codes
Plumbing and Natural Gas Section
Arkansas Department of Health**



**Ric W. Mayhan, Executive Secretary
Committee of Plumbing Examiners
Director, Protective Health Codes
Plumbing and Natural Gas Section
Arkansas Department of Health**



**Frank Denton, Chairman
Texas State Board of Plumbing Examiners**



**Lisa G. Hill, Executive Director
Texas State Board of Plumbing Examiners**