

Reciprocal Journeyman Plumber Licensing Agreement

Between

Arkansas Committee of Plumbing Examiners and State Plumbing Board of Louisiana

This interagency agreement is entered into by and between the Arkansas Committee of Plumbing Examiners and the State Plumbing Board of Louisiana ("Louisiana") pursuant to the authority set forth in ARKANSAS A.C.A. § 17-38-301 *et. seq.* and LOUISIANA STATUTE TIT. 37, § 1367

The parties hereto are located at the following addresses:

Arkansas Department of Health Committee of Plumbing Examiners Slot #24 4815 W. Markham Street Little Rock, AR. 72205

State Plumbing Board of Louisiana 11304 Cloverland Avenue Baton Rouge, LA 70809

PURPOSE

It is the purpose of this agreement to mutually recognize Journeyman plumber qualifications between states with equivalent standards, and to allow Journeyman plumbers from either state to become certified/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 Arkansas Committee of Plumbing Examiners or State Plumbing Board of Louisiana, depending on the context.
- 2 "Journeyman plumber" means a person qualified as a Journeyman plumber under Arkansas law, or a person qualified as a Journeyman plumber with a natural gas fitter certification under Louisiana law.
- 3 "Certified" means that a person has been granted a Journeyman plumber with a natural gas fitter certification (Louisiana) certificate/license by the state licensing authority.
- 4 "Certification" refers to the process of a state licensing authority in issuing a Journeyman plumber (Arkansas) or Journeyman plumber with a natural gas fitter certification (Louisiana) certificate/license.
- 5 "Licensing state" means the state that has previously issued a Journeyman plumber (Arkansas) or Journeyman plumber with a natural gas fitter certification (Louisiana) certificate/license.
- 6 "Reciprocal state" means the state that is being asked to reciprocate.
- 7 For purposes of this agreement, certified and licensed, and certificate and license, are synonymous and may be used interchangeably.

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 Arkansas and Louisiana.

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, Arkansas and Louisiana 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.

TIMELY RESPONSE

Arkansas and Louisiana agree to respond within 30 days to requests for verification of an applicant's status and qualifications when requested.

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 Louisiana nor Arkansas 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 provided 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.

x Larry Jones 1/5/24

Larry Jones
Chairman, AR Committee of Plumbing Examiners

x Ric Mayhan 1-5-24

Ric Mayhan
Executive Secretary, AR Committee of Plumbing Examiners

x Ashley Jones Tullier

Ashley Jones Tullier
Executive Director, SPBLA