

## **INTERLOCAL GOVERNMENTAL SERVICES AGREEMENT BETWEEN RAINS COUNTY AND THE CITY OF POINT, TEXAS**

THIS AGREEMENT is entered into on this the 11th day of June, 2026 by and between the City of Point and Rains County, political subdivisions of the State of Texas. In accordance with Texas Transportation Code §251.015 and Government Code Chapter 791 regarding intergovernmental relations, the Commissioners Court may authorize the use of county road equipment, construction equipment, including trucks and employees necessary to operate the equipment to assist another government entity on a project if:

1. The request is in writing and outlines the scope and the cost of the project which does not exceed \$15,000 per project, or the then-current amount included in Transportation Code §251.015;
2. The time available and the scheduling of all work is determined and controlled by the County Road & Bridge Administrator;
3. The use of the equipment or employees does not interfere with the County's work schedule; and
4. The County only pays the costs that the County would pay if it was not assisting the other government entity.

### **RECITALS**

1. The County owns the necessary equipment for maintaining roads and roadways;
2. The City desires to have the County assist in maintenance within the City from time to time, including the maintenance of streets within the City;
3. The County has an Environmental Enforcement Officer and the City does not. The City needs the assistance of the Environmental Enforcement Officer from time to time to abate serious health and safety issues within the City;
4. The citizens living in the City also pay County taxes;
5. Therefore, under the authority of the above-referenced codes, the parties hereby agree to the following:

### **SECTION 1: TERM**

The term of this agreement shall commence on the 11th day of June, 2026. This Agreement supersedes any and all prior agreements, written or oral, between the parties concerning the same services as of its effective date. This agreement shall become effective as of the date shown above

and shall continue in full force and effect thereafter until terminated by either party on thirty (30) days' written notice to the other or on June 11, 2027. This Agreement shall be reviewed prior to expiration and may be extended for additional two-year periods, if no modifications or changes are made, and upon approval by the Commissioners Court. If changes or modifications are made, then this Agreement must be acted upon by the governing body of the City as well.

## SECTION 2: SERVICES

1. Brush axing of City streets on behalf of the City.
2. The County may assist in minimal projects of resurfacing, repair and maintenance of streets within the City limits with all costs for material to be paid by the City.
3. The City may have incidents that require the assistance of an Environmental Officer from time to time and may request help from the County Environmental Officer with costs to be determined on a case-by-case basis or as specified in Section 3, Compensation.
4. The work will be done strictly on an "as-time-permits" basis, and as equipment and manpower are available by the County. The time and equipment availability will be at the County Road & Bridge Administrator's discretion or, in the case of the Environmental Officer's assistance, that Officer's discretion.
5. The City shall submit each work request in writing to the County Road & Bridge Administrator who shall present the request to the Commissioners Court if he agrees the County can fulfill the request. Each request must include the following details:
  - a. The specific work requested to be performed;
  - b. The specific location of the work to be performed;
  - c. The estimated amount of materials required, in coordination with R&B admin will be paid in its entirety by the City.
6. A request for assistance from the County Environmental Officer shall be submitted directly to that officer. The County Environmental Officer shall maintain a record of all requests from the City and include all action taken in his monthly report to the Commissioners Court.

## SECTION 3: COMPENSATION

1. The City may provide their own material or may request the County to procure the materials under their contracted cost or the cost incurred at the time the work is performed. The price is subject to change if the County's price for the materials increases or decreases.
2. The compensation from the City for all materials shall be paid upon completion of the work as invoiced by the County. The invoice shall be paid within net sixty (60) days of receipt of the invoice or may be subject to a past-due fee of one (1) % as a late charge for each month or portion of a month that the invoice remains unpaid after the due date.

3. All payments by the City under this Agreement shall be made from current revenues legally available to the City.

#### SECTION 4: CIVIL LIABILITY

Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the City. The City shall hold the County harmless from any obligation, costs, claims, judgments, attorneys' fees, attachments and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of willful misconduct or culpable negligence of the County and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction. Each party is responsible for the actions of its own employees. Nothing in this Agreement waives the sovereign immunity of the City or County.

#### SECTION 5: AMENDMENT

This Agreement shall not be amended or modified other than in a Written agreement signed by both parties. However, it may be extended for additional two-year period prior to the termination date if approved by the Commissioners Court with no amendments nor modifications.

#### SECTION 6: CONTROLLING LAW

This Agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas.

#### SECTION 6: SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### SECTION 6: COUNTERPARTS/ELECTRONIC SIGNATURES

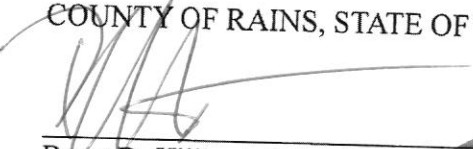
This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall have the same force as originals.

This Agreement is the only Agreement pertaining to street maintenance and/or environmental enforcement within the City by the County.

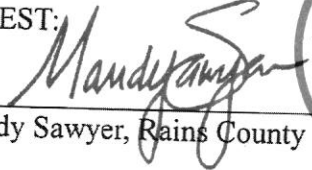
IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date noted in the Agreement foregoing.

Agreed and accepted on this the 17th day of March, 2026, by the Rains County Commissioners Court.

COUNTY OF RAINS, STATE OF TEXAS

  
Brent D. Hilliard, Rains County Judge

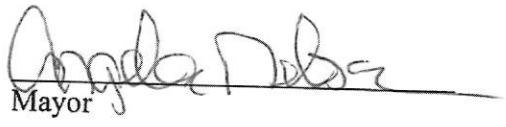
ATTEST:

  
Mandy Sawyer, Rains County Clerk

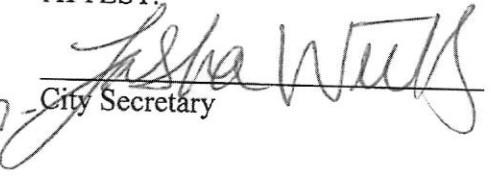


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AGREED AND ACCEPTED ON THIS THE 11<sup>th</sup> day of June, 2026, BY THE CITY COUNCIL  
OF THE CITY OF POINT TEXAS.

  
Mayor

ATTEST:

  
Interim City Secretary

RESOLUTION # 06-26-26 IV.B.f

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Rains County, Texas, held on the 25<sup>th</sup> day of June, 2026, on a motion made by Commissioner of Precinct \_\_\_\_ and seconded by Commissioner of Precinct \_\_\_\_ the following Resolution was adopted.

WHEREAS, Rains County finds it in the best interests of the County to enter into a Interlocal Agreement between the City of Point and Rains County;

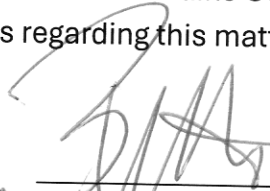
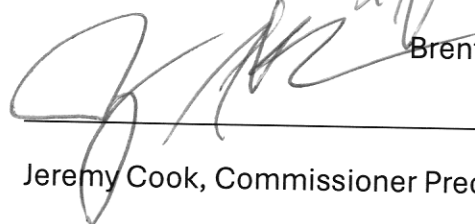
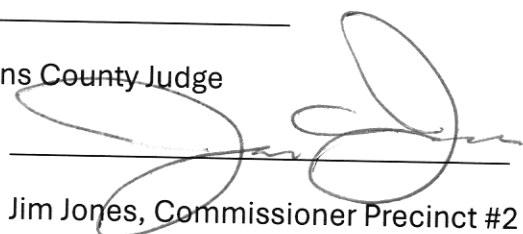
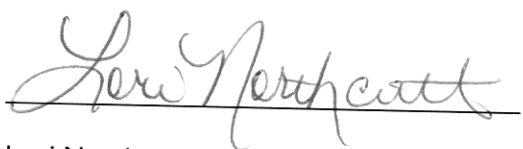
WHEREAS, this Interlocal Agreement will assist with road maintenance and Environmental Enforcement at a cost not to exceed \$15,000 per project, or the then-current amount included in Transportation Code €251.05;

WHEREAS, the time available and the scheduling of all work is determined and controlled by the Rains County Road and Bridge Department;

WHEREAS, the use of equipment or employees does not interfere with the County's work schedule;

Whereas, the County only pays the cost that the County would pay if it was not assisting the other government entity;

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE COMMISSIONERS COURT OF RAINS COUNTY, TEXAS, that this resolution is approval of the Interlocal Agreement between the City of Point and Rains County, and the County designates the County Judge to act in all matters regarding this matter.

  
\_\_\_\_\_  
Brent D. Hilliard, Rains County Judge  
\_\_\_\_\_  
Jeremy Cook, Commissioner Precinct #1  
\_\_\_\_\_  
Jim Jones, Commissioner Precinct #2  
\_\_\_\_\_  
Korey Young, Commissioner Precinct #3  
\_\_\_\_\_  
Lori Northcutt, Commissioner Precinct #4