



## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is effective as of March 10, 2026, and is between the NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY (the “NET RMA”) and HOPKINS COUNTY (the “County”), political subdivisions of the State of Texas (collectively, the “Parties”).

### WITNESSETH:

**WHEREAS**, the NET RMA is a regional mobility authority created pursuant to the request of Gregg and Smith Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE § 26.01 *et seq.* (the “RMA Rules”); and

**WHEREAS**, the Counties of Gregg, Smith, Cherokee, Rusk, Harrison, Upshur, Bowie, Panola, Wood, Van Zandt, Titus, Kaufman, Camp, and Cass are members of the NET RMA and are represented on the Board of Directors of the NET RMA; and

**WHEREAS**, the County is a county and political subdivision of the State of Texas and is adjacent to the jurisdiction of the NET RMA; and

**WHEREAS**, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

**WHEREAS**, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

**WHEREAS**, Section 370.161 of the RMA Act provides that a regional mobility authority may study, evaluate, design, finance, acquire, construct, operate, maintain, repair, expand, or extend a transportation project in a county in this state that is not a part of the authority if the county and the authority enter into an agreement; and

**WHEREAS**, on November 6, 2025, the Northeast Texas Rural Rail Transportation District (“NETEX”) Board of Directors approved an item providing for the NET RMA to perform a feasibility study on the upgrade of certain NETEX rail facilities located in the County (the “Feasibility Study”); and

**WHEREAS**, the NET RMA has the professional and technical expertise necessary to perform the Feasibility Study; and

**WHEREAS**, the Parties have agreed that it would be to their mutual benefit for the NET RMA and the County to enter into this Agreement to allow the NET RMA to perform the Feasibility Study on the update of NETEX rail facilities located in the County.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

## I. FINDINGS

**1. Recitals.** The recitals set forth above are incorporated into this Agreement for all purposes and are found by the Parties to be true and correct. The Parties have further found and determined that each Party has authorized and approved the Agreement by resolution, order, or other action by its respective governing body, and that this Agreement will be in full force and effect when approved by each Party.

## II. ACTIONS

**1. Performance of Services by NET RMA.** The NET RMA shall provide services related to the review and assessment of the existing condition of the NETEX rail facility and the preparation of the estimated cost to upgrade the facility (the "Services"). A detailed description of the Services is set forth in the Scope of Work, attached hereto as Attachment "A". The Services will be performed under existing consultant contracts of the NET RMA and shall be paid for directly by the NET RMA to consultants under each contract.

**2. County Obligations.** The County shall provide all information in its possession requested by the NET RMA required to provide the Services. All Services shall be paid for by the NET RMA and the County has no obligation to contribute funds for the Services. The County does not have any interest in the provision of Services by the NET RMA, other than the improved mobility and quality of life in the County and throughout the region that will result from the Feasibility Study.

## III. GENERAL AND MISCELLANEOUS

**1. Term and Termination.** This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the Effective Date of this Agreement shall be the date on which it becomes effective. This Agreement shall be in full force and effect until the Parties have completely performed their obligations as stated herein.

**2. Notices.** All notices, demands or other requests, and other communications required or permitted under this Agreement or which any Party may desire to give to the other Party shall be in writing and shall be deemed to be given on the date of receipt by the Party to whom the notice is either (i) hand-delivered, with written receipt of the notice provided by the receiving Party, or (ii) delivered by fax or electronic mail transmission at the respective addresses set forth below, or at such other address as a Party may from time to time designate by written notice to the other Party as herein required:

NET RMA  
1011 Pruitt Place  
Tyler, TX 75703  
Attn: Executive Director

HOPKINS COUNTY  
P.O. Box 288  
Sulphur Springs, TX 75483  
Attn: Hopkins County Judge

**3. Calculation of Days.** Unless otherwise specified, each reference in this Agreement to a day or days refers to a calendar day; however, if the last day of any period described in this Agreement is a Saturday, Sunday, or legal holiday observed by either Party, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday observed by either Party.

**4. Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

**5. Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

**6. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**7. Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

**8. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

**9. Venue.** The parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Smith County, Texas.


**10. Assignment.** Except as otherwise provided in this Agreement, a party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent

of the other party.


**11. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**The Parties** are signing this agreement to be effective on the date stated in the introductory paragraph.

**NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY**

By:   
Glenn H. Green  
Executive Director

**HOPKINS COUNTY**

By:   
The Honorable Robert Newsom  
County Judge

**Attachment A**  
**Scope of Services**

**I. PREPARE AN ESTIMATED COST TO UPGRADE THE RAILROAD FACILITY**

- A. Review and assess the existing condition of the current NETEX rail facility located in the County.
- B. Prepare an estimated cost to upgrade the facility to a Class 3 railroad (or other Class, as determined in the future) and ensure such rail facility meets the requirements for transporting hazardous materials.

This includes all attributes, including but not limited to:

- Bridges
- Roadway grade crossings
- Railbed Ballast
- Crossties
- Railroad signal system
- Existing rail sidings
- Rail right of way maintenance needed

- C. Meet with the NETEX board of directors and other rail entities, as necessary.