



THE STATE OF TEXAS
COUNTY OF HENDERSON
Road & Bridge Precinct 4

**INTERLOCAL COOPERATION AGREEMENT
FOR LABOR AND EQUIPMENT USE**

THIS AGREEMENT is made and entered into the 12th day of November, 2024, by and between **Henderson County**, a political subdivision of the State of Texas, hereinafter referred to as **Henderson County**, and the **City of Moore Station**, also a political subdivision of the State of Texas, hereinafter referred to as **Moore Station**.

WHEREAS, Henderson County is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of Henderson County; and

WHEREAS, Moore Station is a duly organized political subdivision of the State of Texas engaged in the administration of City Government and related services for the benefit of the citizens of the City of **Moore Station**; and

WHEREAS, Henderson County and Moore Station desire to improve streets, parks and other city-owned property by authorizing the intergovernmental contraction authority at the local level for all or part of the functions and services; and

WHEREAS, Henderson County and Moore Station mutually desire to be subject to the provisions of Chapter 791 Vernon Texas Annotated, Government Code, the Interlocal Cooperation Act.

NOW, THEREFORE, Henderson County and Moore Station, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The effectiveness of this agreement shall be the 12th day of November 2024.

II.

The initial term of this agreement shall be from the effective date hereof to and through the 31st day of December 2026.

III.

For the purposes and consideration herein stated and contemplated, Henderson County shall provide the following necessary and appropriate services for Moore Station to the maximum extent authorized by this agreement, and in an amount not to exceed **Five Thousand**

Dollars (\$5,000.00) per year for the two (2) years for a total of **Ten Thousand Dollars (\$10,000.00)**. For the purposes of this agreement the year begins on November 12, 2024 and ends on December 31, 2026

- A. Work to be performed on a mutually agreeable timetable, by Greg Davis/or his successor, City Mayor, and Mark Richardson, Henderson County Commissioner, Precinct 4.
- B. Work to be performed at the convenience of Henderson County, so as not to conflict with Henderson County work schedule.
- C. Henderson County shall not be liable for any damages caused to the field, roads, track, stands, park equipment, fences, or any other property of Moore Station or for any personal injury where such damage was done negligently or intentionally.
- D. Henderson County shall not be responsible for any personal or property damage to the person or property not belonging to Moore Station.

IV.

The City of Moore Station shall designate a suitable individual to act on behalf of the City to serve as "Liaison Officer" for Moore Station with and between Moore Station and Henderson County. The individual, or his designated substitute, shall coordinate the performance of all duties and obligations of Moore Station herein stated; and, shall devote sufficient time and attention to the execution of said duties on behalf of Moore Station in full compliance with the terms and conditions of this agreement; and, shall provide immediate and direct supervision of all of the employees of Moore Station , agents, contractors, sub-contractors, and/or laborers, if any; in furtherance of the purposes, terms, and conditions of this Agreement of the mutual benefit of Moore Station and Henderson County; and,

V.

Henderson County designates Mark Richardson, Henderson County Commissioner, Precinct 4, or his designated substitute or successor in office, to act on behalf of Henderson County, and to serve as "Liaison Officer" for Henderson County with and between Henderson County and Moore Station to insure the performance of all duties and obligations of Henderson County herein stated; and shall devote sufficient time and attention to the execution of said agreement; and shall provide immediate and direct supervision of the Henderson County employees, agents, contractors, sub-contractors, and/or laborers, if any; in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Henderson County and Moore Station.

VI.

INDEMNITY: MOORE STATION AGREES TO INDEMNIFY AND HOLD HARMLESS HENDERSON COUNTY, ITS AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL SUITS, CLAIMS, DAMAGES, LOSSES, EXPENSES, AND/OR FOR ANY INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY, INCLUDING REASONABLE NONPERFORMANCE OF THE SERVICES AND DUTIES HEREIN STATED, OR ARISING OUT OF THE SERVICES AND DUTIES HEREIN STATED; this indemnity shall apply even if the damages or event was caused in whole or in part by Henderson County's negligent act and/or omissions.

VII.

Henderson County shall be solely in charge of all control, techniques, sequences, procedures, and means, and the coordination of all work performed under the terms and conditions of this agreement in regard to the labor and equipment used.

VIII.

City of Moore Station understands and agrees that Moore Station, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of Henderson County.

IX.

Notice to either party, unless otherwise provided for within this contract, shall be in writing, and may be delivered or sent postage-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein or upon receipt in case of hand delivery. The address of Henderson County for all purposes under this Agreement and for all notices hereunder shall be:

Honorable Wade McKinney (or successors in office)
Henderson County Judge
Henderson County Courthouse Annex
Athens, Texas 75751

The address of Moore Station for all purposes under this Agreement and for all notices hereunder shall be:

Greg Davis (or successors in office)
Mayor, City of Moore Station
4720 CR 4319
LaRue, Texas 75770

X.

This agreement represents the entire and integrated agreement between Moore Station and Henderson County and supersedes all prior negotiations, representations and/or or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Moore Station and Henderson County. This agreement is further deemed to have originated and executed in Henderson County, Texas. Both parties agree that in case of any legal proceeding, venue is to be in Henderson County, Texas.

XI.

The laws of the State of Texas hereto, shall govern the validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties. Further, this agreement shall be performable and all compensation payable in Henderson County, Texas.

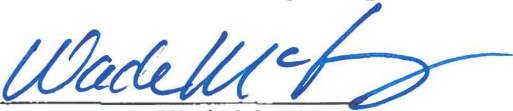
XII.


In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIII.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in multiple originals on the 12 day of October 2024.


County Judge Wade McKinney
Henderson County, Texas


Mayor Greg Davis
City of Moore Station, Texas

**City of Moore Station
Minutes
November 12, 2024**

A regular meeting was held on Tuesday, November 12, 2024. The meeting was called to order by Pro Tem, Greg Davis at 6:05 p.m. with the following councilmen present: Edwin Redic, Jennifer Kelley, Cathy Sowell, and city secretary Margaret Mitchell

Visitors: Deidra Barker, Stephanie Yancy, Tammy Warren, Angie Davis, Lois Jones, and Bryan Barker

A motion was made by Cathy Sowell and seconded by Jennifer Kelley to swear in Greg Davis as the Mayor of the City of Moore Station. The motion was approved by all.

Mayor, Greg Davis made a nomination to appoint Deidra Barker in the vacant seat left by Greg Davis. The motion was made by Edwin Redic and seconded by Cathy Sowell. The motion was approved by all.

A motion was made by Cathy Sowell and seconded by Edwin Redic that the annual fall festival will not be a city event as in the past and that the funds that were collected for the annual fall festival were not turned in from Tammy Warren. The motion was approved by all.

A motion was made by Edwin Redic and seconded Jennifer Kelley to approve the financial report as read board secretary Cathy Sowell. The motion was approved by all.

A motion was made by Cathy Sowell and seconded by Jennifer Kelley to enter into an agreement with Henderson County to assist with road repairs. Voting for: Greg Davis, Cathy Sowell, Jennifer Kelley, and Edwin Redic Voting Against: None

The board tabled the item remaining as a city for a later date.

A motion was made by Edwin Redic and seconded by Cathy Sowell to adjourn the meeting at 6:39 p.m. The motion was approved by all.

Mayor, Greg Davis

Secretary, Cathy Sowell