



# Henderson County

## AGREEMENT TO ASSIST A GOVERNMENTAL ENTITY

This agreement is made and entered into this 14th day of April, 2026, by and between Henderson County, a political subdivision of the State of Texas, hereinafter referred to as the County, and the City of Enchanted Oaks, also a political subdivision and /or governmental entity organized under the laws of the State of Texas, and hereinafter referred to as the City of Enchanted Oaks .

Whereas, the County is engaged in the administration of county government and related services for the benefit of the citizens of Henderson County and,

Whereas the City of Enchanted Oaks is engaged in the administration of duties of its own political subdivision and related services for the benefits of its citizens, and,

Whereas, the County and the City of Enchanted Oaks desire to assist one another with the completion of the following project, to-wit: certain Enchanted Oaks Road Project within the City of Enchanted Oaks. This Enchanted Oaks Road Project is as follows:

- **CHIP SEAL ENCHANTED DR  
FROM FORGOTTEN LN. TO 4 – WAY STOP SIGN (9/10 TENTHS)**
- **CITY OF ENCHANTED OAKS TO PAY FOR ALL MATERIALS USED  
FOR THIS PROJECT.**

Whereas, the County and the City of Enchanted Oaks mutually desire to be subject to the provision of section 251.015 of the Texas Transportation Code;

Now therefore, the County and the City of Enchanted Oaks for the mutual consideration hereinafter stated agree and understand as follows:

I.

The effectiveness of this agreement shall be the date of the last signature of the two parties.

II.

The County shall use county road equipment, construction equipment, including trucks, and employees necessary to operate the equipment to assist the City of Enchanted Oaks with the proposed project.

III.

The cost to the County shall not exceed \$7500.00.

IV.

The use of the equipment or employees shall not interfere with the county's work scheduled.

V.

The County will pay only the costs that the County would pay if the county did not assist the City of Enchanted Oaks.

VI.

All materials required to complete the project will be provided by the City of Enchanted Oaks.

VII

The work to be done will be done at the convenience of the County, so as to not conflict with its work schedule.

VIII.

The work to be performed will be done on a timetable mutually agreed upon by the County and the City of Enchanted Oaks.

IX.

The City of Enchanted Oaks certifies that its governing board authorized and requested this agreement with the County prior to the entering of this contract.

X.

The City of Enchanted Oaks agrees to indemnify and hold harmless the County, its agents, contractors, employees, representatives and elected officials, from and against any and all suits, claims, damages, to any property, including reasonable attorney's fees arising out of the City of Enchanted Oaks performance or nonperformance of the service or services and duty or duties herein stated, or arising out to the County's performance or nonperformance of the service

or service and duty or duties herein stated. This indemnity shall apply even if the damages or event was caused in whole or in part by the County's negligent act or omission.

XI.

The City of Enchanted Oaks certifies it has and will maintain throughout the project, insurance in an amount adequate to cover the project and any suit that may arise thereof and, in an amount, sufficient to indemnify the County. The amount of insurance shall be maintained in an amount of no less than \$100,000.00. The City of Enchanted Oaks further agrees to provide, to the County, proof of that insurance upon demand by the County.

XII.

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

Approved and Signed this \_\_\_\_ day of April, 2026.

\_\_\_\_\_  
Honorable Wade McKinney Henderson County Judge  
Henderson County, Texas

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Honorable Judy King  
Mayor  
City of Enchanted Oaks