

## **ECONOMIC DEVELOPMENT AGREEMENT**

This Economic Development Agreement ("Agreement") is made and entered into for a three-year period beginning October 1, 2021 through September 30, 2024, by and between the CITY OF BRECKENRIDGE, TEXAS ("City"), a Texas home-rule municipal corporation, and the BRECKENRIDGE ECONOMIC DEVELOPMENT CORPORATION ("BEDC"), a Texas nonprofit economic development corporation duly established and created pursuant to Section 4B of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes, as amended (the "Act").

### **RECITALS**

**WHEREAS**, on May 12, 2007, a special election was held by the City where the voters of the City approved to adopt a tax under the provisions of Section 4B of the Act; and

**WHEREAS**, the City desires to grant public money to BEDC so that BEDC carries out economic development activities in the City and in addition to BEDC's activities allowed under the Act; and

**WHEREAS**, the City Commission of the City of Breckenridge ("City Commission") has found and determined that entering into this Agreement with BEDC will further the public interest and welfare, and is consistent with the City's economic development objectives to pursue economic benefits for the City of Breckenridge that aid in increasing sales and use tax revenues within the City, attract additional jobs, and promote or develop new and expanded business enterprises; and

**WHEREAS**, the City is authorized under Section 380.002(b), to enter into an agreement with an economic development corporation to grant the corporation public money; and

**WHEREAS**, the funds proposed to be granted by the City to BEDC shall be derived from lawfully available sources other than from the proceeds of bond or other City obligations payable from ad valorem taxes; and

**WHEREAS**, the City and BEDC desire to set forth in this Agreement the terms and conditions for the granting of public money to BEDC for the development and diversification of the economy of the City, the creation/attraction of additional jobs, the development and expansion of commerce and those activities, as authorized under the Act.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **AGREEMENTS**

#### **Section 1. Recitals**

The recitals set forth above are incorporated herein by reference, as if fully set Forth.

## **Section 2. Definitions**

"Agreement" shall mean this Economic Development Agreement between the City and BEDC.

"BEDC" shall mean the Breckenridge Economic Development Corporation, a Texas nonprofit economic development corporation duly established and created pursuant to Section 4B of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes, as amended, or any successor thereto or assignee thereof under this Agreement. "City" shall mean the City of Breckenridge, Texas.

"City Commission" shall mean the City Commission of the City.

"Effective Date" shall mean the first day of October after the last date of execution hereof by the City approving the Agreement.

## **Section 3. City Requirements**

In consideration of BEDC's agreement to the development and diversification of the economy of the City, the attraction of additional jobs, the development and expansion of commerce, and to perform the other acts hereinafter described, City agrees to grant BEDC any and all taxes which are collected pursuant to Section 4B of the Act.

## **Section 4. BEDC Requirements**

In consideration of the City agreeing to perform the foregoing, BEDC hereby agrees to carry out economic development activities in the City, in addition to other activities allowed under the Act, with the objective being to pursue economic benefits for the City that aid, among other things, in increasing sales and use tax revenues within the City, attracting additional jobs, and promoting or developing new or expanded business enterprises.

## **Section 5. Personal Liability of Public Officials**

A. City Personal Liability. To the extent permitted by State law, no employee of the City, nor any City Commission member, officer, or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement.

B. BEDC Personal Liability. To the extent permitted by State law, no employee of the BEDC, nor any board member, officer, or agent of the BEDC, shall be personally responsible for any liability arising under or growing out of this Agreement.

## **Section 6. Term**

This Agreement shall be effective for a period of three (3) years from October 1, 2021 through September 30, 2024.

**Section 7. Entire Agreement**

This Agreement contains the entire agreement between the City and BEDC with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the City and BEDC.

**Section 8. Captions**

The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles and, therefore, will be given no effect in construing this Agreement and shall not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

**Section 9. Successors and Assigns**

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

**Section 10. Notices**

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

City: City of Breckenridge  
105 N. Rose Avenue  
Breckenridge, Texas 76645  
Attn: City Manager

BEDC: Breckenridge Economic Development Corporation  
P.O. Box 1466  
Breckenridge, Texas 76424  
Attn: Executive Director

The parties hereto may from time to time change their respective addresses for purposes of notice hereunder by giving notice to such effect in accordance with the provisions of this section.

**Section 11. Interpretation**

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

**Section 12. Applicable Law**

This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Stephens County, Texas.

**Section 13. Severability**

In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

**Section 14. No Third-Party Beneficiary**

The terms and provisions of this Agreement are for the sole benefit of City and BEDC, and no third party whatsoever is intended to benefit here from.

**Section 15. Authority**

BEDC represents and warrants to, and covenants with City that:

A. It is a Texas nonprofit economic development corporation with full power and authority to enter into and be bound by its obligations under this Agreement.

B. The execution, delivery, and performance of this Agreement by the executing officer on behalf of BEDC have been duly authorized by BEDC's board of directors This Agreement has been duly and validly executed and delivered by the executing officer on behalf of BEDC, and constitutes the valid and binding obligation of BEDC, enforceable against it in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates provided herein below.

**CITY OF BRECKENRIDGE, TEXAS**

By: \_\_\_\_\_  
**Bob Sims, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Heather Robertson-Caraway, City Secretary**

**S E A L**

**BRECKENRIDGE ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
**Nic McClymond, President**

**ATTEST:**

\_\_\_\_\_  
**Ronnie Anderson, Secretary**

**S E A L**