

INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is entered on the ____ day of May, 2023 by and between the City of Breckenridge, Texas, a Texas home-rule municipality operating under Article XI, Sec. 5 of the Texas Constitution (the “City”) and Stephens County, a political subdivision of the State of Texas (the “County”).

RECITALS

WHEREAS, the City and the County are authorized to enter into an interlocal agreement pursuant to Chapter 791 of the Texas Government Code to cooperate with each other to perform governmental functions and services;

WHEREAS, “governmental functions and services” include functions related to “streets, roads, and drainage” pursuant to Section 791.003 of the Texas Government Code;

WHEREAS, the City and the County are mutually interested in improving the streets within the City; and

WHEREAS, the City has the power pursuant to Section 3.11 of the City Charter to maintain streets and the County is authorized to “spend county money to finance the construction, maintenance, or repair of a street...in the county that is located in [a] municipality” pursuant to Section 251.012 of the Texas Transportation Code.

AGREEMENT

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

1. Selection of Streets to be Repaired. The City, through the City Manager, and the County, through the County Judge, shall mutually agree on streets within the City to be repaired under this Agreement, and on the timing of such repairs.
2. Division of Labor and Expenses. For any streets repaired jointly by the City and the County under this Agreement, the City agrees to provide the materials for the repairs and the County agrees to provide the labor and equipment to make the repairs. However, should additional equipment need to be rented to perform such repairs, as determined by the County Judge and agreed to by the City Manager, the County shall rent such equipment and the City agrees to reimburse half the cost of such rental expense or the full cost of the rental expenses if its use is exclusively for the City.
3. Performance of Repairs. The County agrees that it shall have the sole responsibility for overseeing the repair work done and the equipment used for such repairs. The City agrees to provide reasonable staff and equipment to assist with traffic control during such repairs if requested by the County.
4. General.

(a) *Term.* The term of this Agreement shall be two years, beginning on the Effective Date and ending on _____. This Agreement shall automatically renew unless either party provides notice to the other party that it does not wish to renew at least ninety (90) days before the end of the then-current term.

(b) *Nonappropriation of Funds.* Each party will strive to ensure that sufficient amounts are budgeted each year for each party to comply with this Agreement. However, should either party fail to appropriate adequate funds to comply with this Agreement, the party failing to so appropriate shall provide notice to the other party at least ninety (90) days prior to the end of the fiscal year in which funds were budgeted. In such case, this Agreement will terminate at the end of the fiscal year in which funds were budgeted.

(c) *Breach.* If any party fails to comply with any provision of this Agreement, the other party shall send written notice of that fact to the breaching party. The Agreement will terminate if the breach is not cured within thirty (30) days after the date notice is received. A waiver by a party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

(d) *Venue.* All parties agree that exclusive venue for any action arising from this Agreement will lie in the District Court located in Stephens County, Texas.

(e) *Severability.* If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision with a mutually acceptable provision consistent with the original intentions of the parties.

(f) *No Waiver of Defense.* Nothing in this Agreement will be construed to waive, modify, or amend any legal defense available to either party, or any past or present City Commissioner, County Commissioner, officer, agent, or employee, including but not limited to governmental immunity from suit as provided by law.

(g) *Assignment.* This Agreement may not be assigned without the written consent of both parties.

(h) *Independent Contractors.* The parties to this Agreement are independent contractors. No party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.

This Interlocal Agreement was duly approved by the City Commission of the City of Breckenridge on the ____ day of _____ 2023.

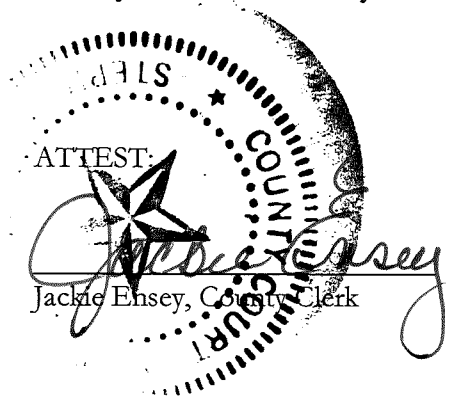
Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L

This Interlocal Agreement was duly approved by the Commissioners Court of Stephens County on the 29th day of April 2023.



Jackie Ensey, County Clerk


Michael Roach, County Judge