

AGREEMENT FOR BUILDING DEMOLITIONS

This Agreement for Building Demolitions (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”), Stephens County, a political subdivision of the State of Texas (the “County”), and Breckenridge Economic Development Corporation, a Texas non-profit economic development corporation (“BEDC”).

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, including such functions and services to promote “public health and welfare” pursuant to Section 791.003 of the Texas Government Code;

WHEREAS, pursuant to Chapter 214 of the Texas Local Government Code, under Article I of Chapter 5 of the Breckenridge Code of Ordinances, the City has processes in place to abate substandard structures within the City, and the City and the County are mutually interested in demolishing and removing substandard structures to promote public health and welfare and increase property tax revenues within the City and the County;

WHEREAS, BEDC is dedicated to promoting economic development within the City of Breckenridge and the BEDC Board has found that assisting with the expenses of demolishing substandard buildings within the City is an acceptable BEDC project as is promotes new or expanded business development pursuant to Section 505.158 of the Texas Local Government Code; and

WHEREAS, the City, County, and BEDC wish to enter into this Agreement to cooperate in demolishing and removing substandard buildings within the City to promote public health and welfare and new or expanded business development.

AGREEMENT

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

1. Responsibilities of City. The City shall provide the County with a list of structures that have been deemed to be substandard structures and ordered to be demolished by the City’s City Commission. The City shall be solely responsible for determining that the substandard structures identified for demolition under this Agreement have been properly deemed to be substandard and ordered to be demolished and that the appropriate time has passed to allow the owners or other interested parties to demolish the substandard structure.

2. Responsibilities of County.
 - (a) The County agrees to demolish identified substandard structures on a schedule to be mutually agreed upon by the County Judge and the City Manager.

(b) The County has agreed to demolish structures in exchange for payment in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) per structure. Prior to demolition of any structure, the County shall notify BEDC at least thirty (30) days of the scheduled demolition. The County shall not undertake the demolition before receiving payment from BEDC.

(c) The County shall be solely responsible for the manner and means of demolition of the identified substandard structures and for supervising its employees or contractors engaging in the same.

(d) After a substandard structure is demolished by the County, the County will haul the demolition debris to the City's monofill.

(e) Should the County not proceed with the demolition of any structure for any reason within six (6) months of receiving payment from BEDC, the County shall refund BEDC's payment within thirty (30) days of BEDC's demand for same.

3. Responsibilities of BEDC. Within thirty (30) days of receiving notice from the County as described in Section 2(b) above, BEDC will remit payment in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) per structure to the City.

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 one party provides notice to the other parties 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 any party fail to appropriate adequate funds to comply with this Agreement, the party failing to so appropriate shall provide notice to the other parties 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, any other party may send written notice of that fact to the breaching party. The Agreement will terminate, as to the party notifying the breaching party of the breach, 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 applicable legal defense available to any party, or any past or present City Commissioner, County Commissioner, Board Member, 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

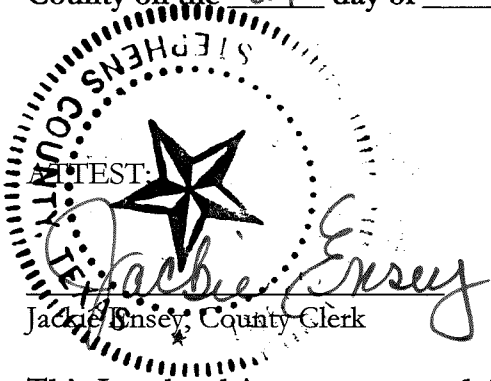
ATTEST:

Jessica Sutter, City Secretary

S E A L

This Interlocal Agreement was duly approved by the Commissioners Court of Stephens County on the 24th day of April 2023.

Michael Roach
Michael Roach, County Judge



This Interlocal Agreement was duly approved by the Board of Directors of the Breckenridge Economic Development Corporation on the ___ day of _____ 2023.

_____, President

ATTEST:

_____, Secretary