

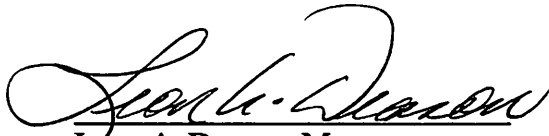
ORDINANCE NO. 2009-02 ^{05-21A}

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF BROWNSVILLE AND THE TOWN OF BAYVIEW ESTABLISHING THE EXTRA-TERRITORIAL JURISDICTION (ETJ) OF THE TOWN

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF BAYVIEW, TEXAS:

1. The Mayor is authorized to execute an Interlocal Cooperative Agreement with the City of Brownsville, Texas authorizing the exchange of extraterritorial jurisdiction between the two cities subject to the provisions contained in the agreement.
2. A copy of this Agreement is attached hereto and made a part hereof.
3. The City Secretary is authorized and directed to present a certified copy of this Agreement to the City of Brownsville proper officials for consideration and acceptance by the appropriate officials of the City of Brownsville.

PASSED AND APPROVED the 21st day of May, 2009.


Leon A. Deason, Mayor

ATTEST:


Janis Silveri, City Secretary

APPROVED AS TO LEGAL FORM:


J. G. Warburton, Town Attorney

Interlocal Cooperation Act Agreement

THE STATE OF TEXAS §
COUNTY OF CAMERON §

This Agreement is entered into between the City of Brownsville, Texas (hereinafter called "BROWNSVILLE") and the Town of Bayview, Texas (hereinafter called "BAYVIEW").

Witnesseth:

Whereas, this Agreement is authorized by §5 of Article XI of the Texas Constitution; Chapter 791 of the Texas Government Code; and Chapters 42, 43, 51, 212, and/or 242 of the Texas Local Government Code (hereinafter called "TLGC");

Whereas, this Agreement benefits both parties hereto; and all procedural requirements for the execution hereof have been met;

Now, therefore, the parties hereto do mutually agree as follows:

PART 1. Definition.

For the purposes of this Agreement, the potential "**Bayview Extraterritorial Jurisdiction**" (ETJ) is hereby established and is described as an area with the following clockwise boundaries and denoted on the attached map:

- (1) Starting at the intersection of FM 2480/Old Port Isabel Rd. and FM 539/FM 3069;
- (2) extending north along the eastern ROW of FM 3069 to the intersection of FM 3069 and FM 510;
- (3) extending east along the northern ROW of FM 510 to the intersection of FM 510 and Share 28 Rd;
- (4) continuing north along the western ROW of Share 28 Rd. to the northwestern corner of block 4, section 1, unit 4 of the Harris-Gentry subdivision;
- (5) continuing east along the northern boundaries of blocks 4, 5 and 6 of section 1, unit 4 of the Harris-Gentry subdivision to the northeast corner of block 6, section 1, unit 4 of the Harris-Gentry subdivision at the western boundary of share 29 of the Espiritu Santo Grant;
- (6) extending north along the western boundary of share 29 of the Espiritu Santo Grant to the to the centerline of the Cayo Atascosa;
- (7) following the centerline of the Cayo Atascosa north and east to the southern ROW of FM 106/General Brandt Highway;
- (8) continuing east along the southern ROW of General Brandt Highway to Buena Vista Rd.;

- (9) following the western ROW of Buena Vista Rd. to the Brownsville city limits boundary at the NW corner of block 65 of the Bayside Gardens subdivision;
- (10) following the Brownsville city limits boundary east to the NE corner of block 93 of the Box Ranch subdivision;
- (11) following the Brownsville city limits boundary south to the SW corner of block 96, Box Ranch Subdivision;
- (12) following the Brownsville city limits boundary west to the SW corner of block 82 of the Box Ranch subdivision;
- (13) following the boundary of the current Bayview ETJ south and slightly east to a point 2000 feet north of the NE corner of block 3 of the Laguna Vista Club subdivision;
- (14) following the Brownsville city limits boundary south to a corner of the Brownsville city limits boundary located on the western boundary of block 21 of the Laguna Vista Club subdivision;
- (15) following the Brownsville city limits boundary west to the western boundary of block 15 of the Laguna Vista Club subdivision;
- (16) following the Brownsville city limits boundary south to a corner on the western boundary of block 91 of the Laguna Vista Club subdivision;
- (17) following the Brownsville city limits boundary west to a corner of the Brownsville city limits boundary located 1000 feet west of block 89 of the Laguna Vista Club subdivision;
- (18) following the Brownsville city limit boundary south to the northern ROW of Highway 100;
- (19) following the northern ROW of Highway 100 west to the eastern boundary of block 1 of the Bayview Citrus Gardens subdivision;
- (20) following the eastern boundary of block 1 of the Bayview Citrus Gardens subdivision north to a point even with the southern boundary of block 10 of the Harris-Gentry subdivision;
- (21) continuing west to the southeastern corner of block 9 of the Harris-Gentry subdivision;
- (22) continuing north to the northeastern corner of block 9 of the Harris-Gentry subdivision;
- (23) continuing west to the eastern ROW of FM 539/FM 3069;
- (24) extending north to the starting point.

PART 2. Consent for Release of Brownsville ETJ.

BROWNSVILLE hereby consents to the release of the Brownsville ETJ as described in Part 1 to Bayview for its potential inclusion in the Bayview ETJ, and all rights pertaining to the released area. The BROWNSVILLE ETJ shall shrink only to the extent that the potential extraterritorial jurisdiction of BAYVIEW expands.

PART 3. Vacuum.

Both parties hereto agree that this Agreement is intended to grant certain rights to BROWNSVILLE and BAYVIEW but is not intended to grant any rights

whatsoever to any other parties, including, but not limited to, any proposed municipality or proposed utility district.

PART 4. Miscellaneous provisions.

A. Assignment. The terms and conditions of this Agreement are binding upon the successors or assigns of both parties hereto.

B. Acknowledgments. Both parties hereto acknowledge and agree that each party makes this Agreement in consultation with its respective legal counsel and at its own risk to ascertain that all formalities have been complied with and that this Agreement is within the power conferred on each party hereto. No provision of this Agreement shall be deemed to be an admission of any given prior relationship between BROWNSVILLE and BAYVIEW.

C. Litigation. All litigation related to this Agreement shall be subject to mandatory pre-suit mediation. In the event that any party hereto should make the other party hereto a party opponent in any lawsuit that is based on the subject matter made the basis of this Agreement, the non-prevailing party in such event shall be liable to pay to the prevailing party its reasonable and necessary attorney's fees and costs incurred by the prevailing party in defending or prosecuting the lawsuit, as the case may be. Both parties hereto agree that in any lawsuit that is based on the subject matter of this Agreement, and in which the parties hereto are aligned as party opponents, both parties will waive the right to a jury and try all issues of fact and law to the court.

D. Circumvention. No party to this Agreement shall directly or indirectly dispute the validity of all or part of this Agreement. In addition, BROWNSVILLE shall not directly or indirectly dispute any past, present, or future change (or attempted change) in municipal or extraterritorial-jurisdiction boundaries by BAYVIEW inside the relinquished ETJ. In addition, BAYVIEW shall not directly or indirectly dispute any past, present, or future change (or attempted change) in municipal or extraterritorial-jurisdiction boundaries by BROWNSVILLE outside the relinquished ETJ.

E. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remainder of the Agreement shall remain unaffected and shall be enforceable according to law.

F. Venue. This Agreement is executed in Cameron County, Texas, is performable in Cameron County, Texas, and shall be construed under the laws of The State of Texas. Venue for any lawsuit arising out of the terms or obligations of this Agreement shall be in Cameron County, Texas.

G. Recordation. No later than 30 days after the effective date of this Agreement, a certified copy of this Agreement (together with authorizing ordinances adopted by both parties hereto and together with minutes of the

meetings at which such adoptions took place) in recordable form shall be filed by one or more of the parties hereto with the County Clerk for recordation in the Official Records of Cameron County, Texas.

H. Execution deadline. Both parties hereto agree that this Agreement is null and void unless this Agreement is fully executed by both parties hereto on or before **July 30, 2009**. Execution hereof has been duly authorized by the governing body of BAYVIEW and the governing body of BROWNSVILLE.

I. Term. This Agreement shall be effective immediately upon execution by both parties hereto after enactment of authorizing ordinance(s) by both parties hereto and shall remain in full force and effect until terminated by the mutual consent of BROWNSVILLE and BAYVIEW in the same manner that this Agreement was approved and executed. This Agreement may be amended at any time by the mutual consent of BROWNSVILLE and BAYVIEW in the same manner that this Agreement was approved and executed.

Therefore, in consideration of the aforesaid covenants, we set our hands and witness hereof in triplicate:

City of Brownsville, Texas

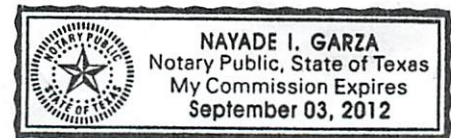
By: *Pat M. Ahumada, Jr.*
Pat M. Ahumada, Jr., Mayor

Attest: *Estela Von Hatten*
Estela Von Hatten, City Secretary

THE STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on *July 1st*, 2009, by Mayor Pat M. Ahumada, Jr.

(SEAL) *Nayade I. Garza*
Notary Public



Town of Bayview, Texas

By: *Leon A. Deason*
Leon A. Deason, Mayor

Attest: *Janis Silveri*
Janis Silveri, City Secretary

THE STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on Jul 23, 2009, by City
Manager .

(SEAL)



Notary Public

