

SENATE COMMITTEE ON INTERNATIONAL RELATIONS AND TRADE
81ST LEGISLATURE

SENATOR EDDIE LUCIO, JR.
Chair



SENATOR KEL SELIGER
Vice Chair
SENATOR WENDY DAVIS
SENATOR CRAIG ESTES
SENATOR TROY FRASER
SENATOR MARIO GALLEGOS, JR.
SENATOR TOMMY WILLIAMS

April 29, 2009

The Honorable Pat Ahumada and the Honorable City Commission
City of Brownsville
P.O. Box 911
Brownsville, TX 78522

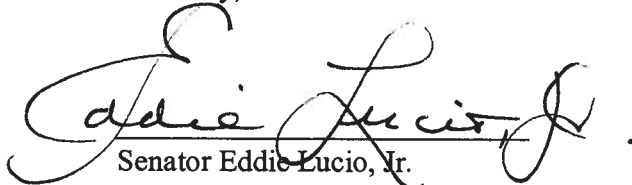
Dear Mayor Ahumada and Commission Members:

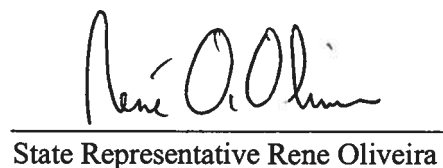
The following members of the 81st Texas Legislature ensure all interested parties in Cameron County that they do not intend to pursue the passage of Senate Bills 1961, 1962, 1963, and 1964 or their companion bills in the Texas House of Representatives.

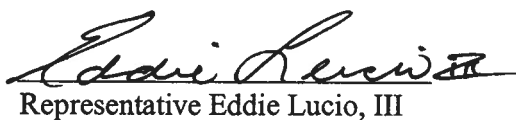
We applaud the efforts of all municipalities involved in working towards agreements and continuing to negotiate agreements on the annexation/boundaries issues. Through this spirit of compromise you all have demonstrated the leadership and due diligence to advance the collective future of our county.

Again, we applaud the City of Brownsville's Resolution No. 2009-029 in calling for the united resolution to all boundary disagreements. We respect the local cooperation and will now give our assurance to do our part by not advancing the aforementioned legislation.

Sincerely,


Senator Eddie Lucio, Jr.


State Representative Rene Oliveira


Representative Eddie Lucio, III


State Representative Tara Rios-Ybarra

ELJ/npj



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 3069;
- (2) extending east along the northern ROW of FM 510 to the intersection of FM 510 and Share 28 Rd;
- (3) continuing north along the western ROW of Share 28 Rd. to the northwestern boundary of block 4, section 1, unit 4 of the Harris-Gentry subdivision;
- (4) continuing east and slightly north along the northern boundaries of blocks 4 and 5 of section 1, unit 4 of the Harris-Gentry subdivision;
- (5) continuing east and slightly north across block 6, section 1, unit 4 of the Harris-Gentry subdivision and block A, section 15 of the Bayview Citrus Gardens subdivision to the northwest corner of block 3, section 15, unit 4 of the Bayview Citrus Groves subdivision;
- (6) continuing east and slightly north along the northern boundaries of blocks 3, 2, and 1 of section 15, unit 4 of the Bayview Citrus Groves subdivision;
- (7) continuing east and slightly north along the northern boundaries of block 3 to the northeast corner of block 4 of section 9, unit 4 of the Bayview Citrus Groves subdivision;
- (8) continuing north to the centerline of the Cayo Atascosa;

- (9) following the centerline of the Cayo Atascosa north and east to General Brandt Highway;
- (10) continuing east along the northern ROW of General Brandt Highway to Buena Vista Rd.;
- (11) following Buena Vista Rd. South to the existing Brownsville city limits;
- (12) continuing south and west along the existing Brownsville city limits to the northern ROW of Highway 100;
- (13) following the northern ROW of Highway 100 west to the western boundary of block 17, section 13, unit 4 of the Bayview Citrus Gardens subdivision;
- (14) continuing south to the current Brownsville city limits;
- (15) extending west along the current Brownsville city limits boundary line to the eastern ROW of Bosque Ave.
- (16) Following the eastern ROW of Bosque Ave. north to the northern ROW of Hwy. 100;
- (17) extending east along the northern ROW of Highway 100 to the southwest corner of block 20, section 13, unit 4 of the Bayview Citrus Gardens subdivision;
- (18) extending north to the northwest corner of block 2, section 13, unit 4 of the Bayview Citrus Gardens subdivision;
- (19) extending east to the eastern ROW of FM 539;
- (20) 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. Inclusion of all Areas.

Both Parties agree that all areas subject to this agreement shall be considered to be either included in Brownsville's ETJ or part of Bayview's ETJ, and that there are no areas of which shall be considered to be abandoned by either municipality or to create a vacuum or area unincorporated in the ETJ of either municipality. This agreement shall not be interpreted to create an area outside the ETJ of either municipality; nor shall it be interpreted to grant any rights to any third party to include any other municipality, 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 1, 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., Mayor

Attest: _____
Estela Von Hatten, City Secretary

THE STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on _____, 2009, by Mayor Pat M. Ahumada, Jr.

(SEAL) _____
Notary Public

Town of Bayview, Texas

By: _____
Marc Sundquist, Mayor

Attest: _____
Janis Silveri, City Secretary

THE STATE OF TEXAS §
COUNTY OF CAMERON §

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

(SEAL) _____
Notary Public

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 Indian Lake, Texas (hereinafter called "INDIAN LAKE").

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 "**Indian Lake 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 803/Olmito North Rd. and Kretz Rd.;
- (2) continuing east along the southern ROW of Kretz Rd. to the intersection of Kretz Rd. and Old Alice Rd.;
- (3) continuing south along the western ROW of Old Alice Road to the intersection of Old Alice Rd. and Whipple Rd.;
- (4) continuing west along the northern ROW of Whipple Rd. to the intersection of Whipple Rd. and Dirt Rd.;
- (5) extending north along the eastern ROW of Dirt Rd. to the intersection of Henderson Rd. and Dirt Rd.;
- (6) following Henderson Rd. west to FM 803/Olmito North Rd.;
- (7) extending north along FM 803/Olmito North Rd. 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 Indian Lake for its potential inclusion in the Indian Lake ETJ, and all rights pertaining to the released area. The BROWNSVILLE ETJ shall shrink only to the extent that the potential extraterritorial jurisdiction of INDIAN LAKE expands.

PART 3. Inclusion of all Areas.

Both Parties agree that all areas subject to this agreement shall be considered to be either included in Brownsville's ETJ or part of Indian Lake's ETJ, and that there are no areas of which shall be considered to be abandoned by either municipality or to create a vacuum or area unincluded in the ETJ of either municipality. This agreement shall not be interpreted to create an area outside the ETJ of either municipality; nor shall it be interpreted to grant any rights to any third party to include any other municipality, 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 INDIAN LAKE.

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 INDIAN LAKE inside the relinquished ETJ. In addition, INDIAN LAKE 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 1, 2009**. Execution hereof has been duly authorized by the governing body of INDIAN LAKE 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 INDIAN LAKE 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 INDIAN LAKE 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., Mayor

Attest: _____
Estela Von Hatten, City Secretary

THE STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on _____, 2009, by Mayor Pat M. Ahumada, Jr.

(SEAL) _____
Notary Public

Town of Indian Lake, Texas

By: _____
Barbara Collins, Mayor

Attest: _____
Diana Elliot, City Secretary

THE STATE OF TEXAS §
COUNTY OF CAMERON §

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

(SEAL) _____
Notary Public

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 Laguna Vista, Texas (hereinafter called "LAGUNA VISTA").

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 "**Laguna Vista 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 northwest corner of block 7, abstract 1 of the Laguna Vista Club Subdivision;
- (2) extending east along the northernmost boundary of the South Padre Island Golf and Country Club property to the Gulf Coast;
- (3) following the Gulf coastline to the current Laguna Vista ETJ boundary;
- (4) following the current Laguna Vista ETJ boundary to the existing Brownsville city limits;
- (5) extending west along the existing Brownsville city limits to a point on the northern ROW of Highway 100, approximately 600 feet due south and 100 feet west of the southwest corner of block 397, abstract 1 of the Laguna Vista Club Subdivision (which constitutes the westernmost boundary of the South Padre Island Golf and Country Club property);
- (6) 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 Laguna Vista for its potential inclusion in the Laguna Vista ETJ, and all rights pertaining to the released area. The BROWNSVILLE ETJ shall shrink only to the extent that the potential extraterritorial jurisdiction of LAGUNA VISTA expands.

PART 3. Inclusion of all Areas.

Both Parties agree that all areas subject to this agreement shall be considered to be either included in Brownsville's ETJ or part of Laguna Vista's ETJ, and that there are no areas of which shall be considered to be abandoned by either municipality or to create a vacuum or area unincluded in the ETJ of either municipality. This agreement shall not be interpreted to create an area outside the ETJ of either municipality; nor shall it be interpreted to grant any rights to any third party to include any other municipality, 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 LAGUNA VISTA.

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 LAGUNA VISTA inside the relinquished ETJ. In addition, LAGUNA VISTA 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 1, 2009**. Execution hereof has been duly authorized by the governing body of LAGUNA VISTA 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 LAGUNA VISTA 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 LAGUNA VISTA 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., Mayor

Attest: _____
Estela Von Hatten, City Secretary

THE STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on _____, 2009, by Mayor Pat M. Ahumada, Jr.

(SEAL) _____
Notary Public

City of Laguna Vista, Texas

By: _____
Stan Hulse, Mayor

Attest: _____
Alma Deckard, City Secretary

THE STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on _____ ____, 2009, by Mayor Stan Hulse.

(SEAL) _____
Notary Public

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 City of Los Fresnos, Texas (hereinafter called "LOS FRESNOS").

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.

- (a) For the purposes of this Agreement, the potential "**Los Fresnos 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 the northern ROW of San Jose Ranch Rd./FM 510 and the eastern ROW of FM 539/FM 3069;
 - (2) extending south to the northwest corner of Lot 10 N, Section 7, abstract 2, Citrus Gardens Subdivision;
 - (3) following the northern boundary of Lot 10 N, Section 7, abstract 2, Citrus Gardens Subdivision east to the western edge of block 11, section 3, abstract 2 of the Harris Gentry Subdivision;
 - (4) following the western edge of block 11, section 3, abstract 2 of the Harris Gentry Subdivision south to the northwestern corner of block 12, section 3, abstract 2 of the Harris Gentry Subdivision;
 - (5) extending east along the northernmost boundary of block 12, section 3, abstract 2 of the Harris Gentry Subdivision to the eastern boundary of unsubdivided share 29, abstract 2;
 - (6) extending south along the eastern boundary of unsubdivided share 29, abstract 2 to the southern ROW of Highway 100;
 - (7) extending west along the southern ROW of Highway 100 to the eastern ROW of Bosque Ave.

- (8) following the eastern ROW of Bosque Ave. south to the southwest corner of lot 1, block 7, section 1, abstract 2 of the Magic Valley I subdivision;
 - (9) continuing west to the eastern edge of lot 18, subdivision 4, section 4 of the Citrus Gardens Subdivision;
 - (10) continuing along the current Brownsville municipal boundaries to the centerline of the Southern Pacific Railroad Easement;
 - (11) continuing south along the centerline of the Southern Pacific Railroad Easement to the existing Brownsville municipal boundaries;
 - (12) following the existing Brownsville municipal boundaries to the southeast corner of lot 18, block 1 of the Parker Tract subdivision;
 - (13) extending west to the existing Brownsville municipal boundaries;
 - (14) following the existing Brownsville municipal boundaries to the northern ROW of San Jose Ranch Rd./F.M. 510;
 - (15) continuing east along the northern ROW of San Jose Ranch Rd./F.M. 510 to the starting point.
- (b) For the purposes of this Agreement, the potential "**Brownsville 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 centerline of the Southern Pacific Railroad Easement;
 - (2) continuing east to the eastern ROW of Paredes Line Rd.;
 - (3) continuing south to the southeast corner of block 214, abstract 2, Fresnos Land and Irrigation Co. Subdivision;
 - (4) continuing east to the centerline of the Southern Pacific Railroad Easement;
 - (5) continuing 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 Los Fresnos for its potential inclusion in the Los Fresnos ETJ, and all rights pertaining to the released area. The BROWNSVILLE ETJ shall shrink only to the extent that the potential extraterritorial jurisdiction of LOS FRESNOS expands.

PART 3. Consent for Release of Los Fresnos ETJ.

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

PART 3. Inclusion of all Areas.

Both Parties agree that all areas subject to this agreement shall be considered to be either included in Brownsville's ETJ or part of Los Fresno's ETJ, and that there are no areas of which shall be considered to be abandoned by either municipality or to create a vacuum or area unincluded in the ETJ of either municipality. This agreement shall not be interpreted to create an area outside the ETJ of either municipality; nor shall it be interpreted to grant any rights to any third party to include any other municipality, 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 LOS FRESNOS.

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 LOS FRESNOS inside the relinquished ETJ. In addition, LOS FRESNOS 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 1, 2009**. Execution hereof has been duly authorized by the governing body of LOS FRESNOS 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 LOS FRESNOS 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 LOS FRESNOS 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., Mayor

Attest: _____
Estela Von Hatten, City Secretary

THE STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on _____, 2009, by Mayor Pat M. Ahumada, Jr.

(SEAL) _____
Notary Public

City of Los Fresnos, Texas

By: _____
David N. Winstead, Sr., Mayor

Attest: _____
Pam Denny, City Secretary

THE STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on _____, 2009, by Mayor David N. Winstead, Sr.

(SEAL) _____
Notary Public

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 City of Port Isabel, Texas (hereinafter called "PORT ISABEL").

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 "**Port Isabel Extraterritorial Jurisdiction**" is hereby established and is described as an area with the following clockwise boundaries and denoted on the attached map:

- (1) The eastern boundary of The State of Texas;
- (2) A line following the present northern boundary of the Brownsville Navigation District, which lies north of the Brownsville ship channel;
- (3) The existing boundaries of the Brownsville Extraterritorial Jurisdiction (ETJ).

PART 2. Consent for Release of Brownsville ETJ.

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

PART 3. Inclusion of all Areas.

Both Parties agree that all areas subject to this agreement shall be considered to be either included in Brownsville's ETJ or part of Port Isabel's ETJ, and that there are no areas of which shall be considered to be abandoned by either municipality or to create a vacuum or area unincluded in the ETJ of either municipality. This agreement shall not be interpreted to create an area outside the ETJ of either municipality; nor shall it be interpreted to grant any rights to any third party to include any other municipality, 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 PORT ISABEL.

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 PORT ISABEL inside the relinquished ETJ. In addition, PORT ISABEL 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 1, 2009**. Execution hereof has been duly authorized by the governing body of PORT ISABEL 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 PORT ISABEL 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 PORT ISABEL 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., Mayor

Attest: _____
Estela Von Hatten, City Secretary

THE STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on _____, 2009, by Mayor Pat M. Ahumada, Jr.

(SEAL) _____
Notary Public

City of Port Isabel, Texas

By: _____
E. Vega, Mayor

Attest: _____ Joe
Susie Alcocer, City Secretary

THE STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on _____, 2009, by Mayor Joe E. Vega.

(SEAL) _____
Notary Public



- Legend
- Proposed Port Isabel
 - Proposed Los Fresnos
 - Proposed Indian Lake
 - Proposed Bayview (ETJ)
 - Proposed Laguna Vista (ETJ)
 - Laguna Vista City Limits
 - Laguna Vista (ETJ)
 - Brownsville City Limits
 - Brownsville (ETJ) Proposed

