

## **BOUNDARY ADJUSTMENT AGREEMENT**

**THIS AGREEMENT** is made by and between the City of Arlington, Texas (hereinafter referred to as “Arlington”) and the City of Grand Prairie, Texas (hereinafter referred to as “Grand Prairie”) acting by and through their respective authorized officers and representatives.

### **WITNESSETH:**

**WHEREAS**, Arlington and Grand Prairie are adjacent municipalities and desire to make mutually agreeable changes to their boundaries of areas that are less than one thousand (1000) feet in width; and

**WHEREAS**, due to the development of State Highway 360, Arlington and Grand Prairie have previously experienced traffic enforcement obstacles associated with highway frontage roads adjoining their respective cities not being under their corresponding jurisdictions; and

**WHEREAS**, Section 43.031 of the Texas Local Government Code authorizes adjacent municipalities to enter into mutually agreeable changes in their boundaries of areas that are less than one thousand (1000) feet in width; and

**WHEREAS**, the representatives of Arlington and Grand Prairie have met and agreed on mutually acceptable boundary adjustments which are in the best interest of the citizens of each city; and

**NOW, THEREFORE**, for and in consideration for the mutual covenants, conditions and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Arlington and Grand Prairie agree as follows:

### **SECTION 1**

The recitals as set forth above are incorporated herein for all legal purposes.

### **SECTION 2**

Arlington does hereby grant, relinquish, and apportion unto Grand Prairie that portion of land located in Arlington and currently consisting of northbound State Highway 360 frontage road currently adjoining land located in Grand Prairie. Grand Prairie does hereby grant, relinquish, and apportion to Arlington that portion of land located in Grand Prairie and currently consisting of southbound State Highway 360 frontage road currently adjoining land located in Arlington. Both cities do hereby waive and release their rights to extraterritorial jurisdiction in, to, and over such land in favor of their respective neighboring city. It is expressly understood and agreed that this waiver and release shall operate only in favor of the cities that are parties hereto and to the specific territories legally described herein, and shall not constitute a waiver of any right or release of any

extraterritorial jurisdiction that Arlington or Grand Prairie may assert over any other territory or against any other municipality.

### **SECTION 3**

Arlington and Grand Prairie agree to and hereby accept into the territorial limits of their cities the respective tracts of land granted to them under this Agreement. Arlington and Grand Prairie do hereby jointly establish a new municipal boundary between their respective municipalities. The new boundary agreed upon herein shall be adjusted as shown by the surveyed metes and bounds and associated drawings, which are labeled Exhibits “A” and “B”, and which are incorporated herein for all legal purposes.

### **SECTION 4**

Arlington and Grand Prairie agree that, from and after the effective date of this Agreement, Arlington shall retain ownership of and be responsible for the operation, repair, and maintenance of the traffic control signals and all associated equipment, fiber lines, street lights, stormwater facilities, and signage located within land previously under Arlington jurisdiction to the extent placed therein by Arlington. Said equipment and installed infrastructure is shown on Exhibit “C”, which is attached hereto and incorporated herein for all purposes. Arlington shall have access to the land previously under Arlington jurisdiction in accordance with the ordinances, resolutions, and regulations of the City of Grand Prairie for the operation, repair, and maintenance of its traffic control signals, equipment, fiber lines, street lights, stormwater facilities, and signage.

### **SECTION 5**

Arlington and Grand Prairie agree that, from and after the effective date of this Agreement, Grand Prairie shall retain ownership of and be responsible for the operation, repair, and maintenance of the traffic control signals and all associated equipment, fiber lines, street lights, stormwater facilities and signage located within land previously under Grand Prairie jurisdiction to the extent placed therein by Grand Prairie. Said equipment and installed infrastructure is shown on Exhibit “D”, which is attached hereto and incorporated herein for all purposes. Grand Prairie shall have access to the land previously under Grand Prairie jurisdiction in accordance with the ordinances, resolutions, and regulations of the City of Arlington for the operation, repair, and maintenance of its traffic control signals, equipment, fiber lines, street lights, stormwater facilities and signage.

## **SECTION 6**

Each party shall provide the other with evidence of its liability and property insurance coverage, in amounts satisfactory to the other, sufficient to provide coverage for claims arising from the operation, repair, and maintenance of its traffic control signals and all associated equipment, fiber lines, street lights, stormwater facilities and signage located upon the tracts of land conveyed to the other party. All policies shall name the other party as an additional insured and contain a waiver of subrogation endorsement in favor of the other party. In the alternative, a party may provide a letter of self-insurance.

## **SECTION 7**

Neither party shall have the right to assign that party's interest in the Agreement without the prior written consent of the other party.

## **SECTION 8**

Nothing contained in this Agreement shall constitute or be deemed to be a waiver of any right, claim, cause of action, or immunity or defense of either Arlington or Grand Prairie.

## **SECTION 9**

If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid, or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable. Provided, however, that if the illegality, invalidity, or unenforceability of any term or terms renders the basic purposes of this Agreement illegal, invalid, or unenforceable or otherwise materially and adversely affects the utility or financial parameters of this Agreement, then either Arlington or Grand Prairie may, upon written notice to the other, terminate this Agreement and the parties agree to enter into good faith negotiations to replace this Agreement with a contract as similar to the terms and conditions of this Agreement as legally permissible.

## **SECTION 10**

Arlington and Grand Prairie agree that in the event of any litigation between the parties to this Agreement, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

## **SECTION 11**

Arlington and Grand Prairie agree that this Agreement shall take effect only upon ratification of adoption by the governing bodies of each city.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

### **CITY OF ARLINGTON, TEXAS**

\_\_\_\_\_  
Gilbert Perales, Deputy City Manager

ATTEST:

\_\_\_\_\_  
Alex Busken, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Teris Solis, City Attorney

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF GRAND PRAIRIE, TEXAS**

\_\_\_\_\_  
Tom Hart, City Manager

ATTEST:

\_\_\_\_\_  
Cathy DiMaggio, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Megan Mahan, City Attorney