EXHIBIT A BOUNDARY ADJUSTMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Dallas, Texas, hereinafter referred to as Dallas, and the City of Irving, Texas, hereinafter referred to as Irving.

WHEREAS, Dallas's eastern boundary is in part contiguous with the western boundary of Irving; and

WHEREAS, this existing boundary does not presently allow the efficient development and delivery of city services to the area; and

WHEREAS, the cities desire to modify their mutual boundary so as to allow more efficient development and delivery of city services to the area; and

WHEREAS, representatives of Dallas and Irving have met and agreed on a mutually acceptable boundary which is in the best interest of the citizens of each city.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises expressed herein, Dallas and Irving agree as follows:

SECTION I.

Statement of Intent

It is the intent of Dallas and Irving to modify their respective boundaries in the following manner:

Adjust 2.011 acres of land in the city of Dallas located east of Northlake Road, south of Belt Line Road, and more particularly described in Exhibit B, attached hereto and made a part of this AGREEMENT, into the territorial limits of Irving; and 3.724 acres of land in the city of Irving located northeast corner of Northlake Road and Bluegill Bay Road, and more particularly described in Exhibit C, attached hereto and made a part of this AGREEMENT, into the territorial limits of Dallas.

To accomplish this objective, each party agrees to release a portion of each respective city so as to allow the other city to include the same.

SECTION II.

Release of Territory

(a) Dallas agrees to release the property described in Exhibit B to Irving.

(b) Irving agrees to release the property described in Exhibit C to Dallas.

SECTION III.

Waiver of Extraterritorial Jurisdiction

(a) Dallas does hereby waive all of its extraterritorial jurisdiction rights existing by reason of the property described in Section II(a) in favor of Irving. It is expressly agreed and understood that this waiver shall operate only in favor of Irving, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which Dallas may be able to assert against any other municipality.

(b) Irving does hereby waive all of its extraterritorial jurisdiction rights existing by reason of the property described in Section II(b) in favor of Dallas. It is expressly agreed and understood that this waiver shall operate only in favor of Dallas, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which Irving may be able to assert against any other municipality.

SECTION IV.

Service Plans

(a) Upon ratification and adoption of this agreement by the city council of Dallas, Dallas does hereby agree to immediately begin implementation into the affected area of the service plan attached to and made a part of this agreement as Attachment No. ___.

(b) Upon ratification and adoption of this agreement by the city council of Irving, Irving does hereby agree to immediately begin implementation into the affected area of the service plan attached to and made a part of this agreement as Attachment No. ___.

SECTION V.

Effective Date

Dallas and Irving agree that this agreement shall take effect only upon ratification and adoption by the governing bodies of each city.

SIGNED this the ____ day of _____, 2019.

CITY OF IRVING, TEXAS

CITY OF DALLAS, TEXAS

City Manager

City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM: CHRISTOPHER J. CASO, Interim City Attorney

By _____

By _____ Assistant City Attorney

ATTEST:

ATTEST:

City Secretary

Billierae Johnson, City Secretary