

AN ORDINANCE **2017-03-09-0146**

AUTHORIZING AN INTERLOCAL AGREEMENT FOR PHASED MUNICIPAL BOUNDARY ADJUSTMENTS AND PHASED EXTRATERRITORIAL JURISDICTION (ETJ) RELEASES BETWEEN THE CITY OF SAN ANTONIO AND THE CITY OF CONVERSE WITH SAN ANTONIO RELEASING APPROXIMATELY 12 SQUARE MILES FROM ITS ETJ; AND APPROXIMATELY 3.6 SQUARE MILES FROM ITS CORPORATE AREA TO CONVERSE WITHIN AN AREA GENERALLY BOUNDED BY IH 35 ON THE NORTH, THE CITY LIMIT LINE EAST OF NE LOOP 1604 ON THE EAST AND IH 10 EAST ON THE SOUTH AND NORTH FOSTER ROAD ON THE WEST IN BEXAR COUNTY, TEXAS, AND AUTHORIZING AN ASSOCIATED MUTUAL AID FIRE AGREEMENT.

* * * * *

WHEREAS, the City of Converse requested the release of approximately 12 square miles from the City of San Antonio's Extraterritorial Jurisdiction; and

WHEREAS, if subject area is released, as requested it would provide more logical planning boundaries; and

WHEREAS, the TEXAS LOCAL GOVERNMENT CODE, Section 42.022 authorizes municipalities to expand their ETJ with the consent of the adjacent municipality; and

WHEREAS, the City of Converse requested the adjustments to mutual municipal boundaries releasing approximately 3.6 square miles from the City of San Antonio's corporate area; and

WHEREAS, the Texas Local Government Code Section 43.031 authorizes adjacent cities to make mutually agreeable city limit adjustments that are less than 1,000 feet in width; and

WHEREAS, the City of San Antonio and the City of Converse have determined that a Mutual Aid Agreement for basic fire services is beneficial for the prompt provision of such services within the area for the term of this Agreement; and

WHEREAS, Chapter 791 of the Texas Local Government Code authorizes agreements between local governments in which one local government provides to the other a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, pursuant to Ordinance No. 2016-12-01-0919, passed and approved on December 1, 2016, the San Antonio City Council authorized the execution of a San Antonio/Converse Automatic Aid Agreement with the City of Converse to provide first responder services; and

WHEREAS, the Automatic Aid Agreement is currently in force but needs to be amended as a result of the attached Interlocal Agreement for the gradual release by the City of San Antonio of areas within its city limits and extraterritorial jurisdiction to the City of Converse and make municipal boundary adjustments; and

WHEREAS, to further the respective desire of each city to work together to enhance growth in the area and to ensure that such growth optimizes the health, safety and welfare of its inhabitants; and

WHEREAS, a public hearing was held on February 22, 2017 by the City of San Antonio's Planning Commission allowing all interested citizens to be heard; and

WHEREAS, the City Council has considered the effect of this boundary adjustment and finds that it is in the best interest of the City of San Antonio and its citizens; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The Interlocal Agreement with the City of Converse, attached as **ATTACHMENT I** and incorporated herein for all purpose, is hereby approved.

SECTION 2. The First Amendment to the San Antonio/Converse Automatic Aid Agreement attached as **ATTACHMENT II** and incorporated herein for all purposes, is hereby approved. The City of Converse will charge the City of San Antonio \$778 per valid run as defined in the Original Agreement. Funding in the amount of \$155,000.00 is the estimated cost of this ordinance for FY 2017. Funding is available in Fund 11001000, Cost Center 2015040002, and General Ledger 5201040, as part of the Fiscal Year 2017 budget and should be encumbered with a purchase order.

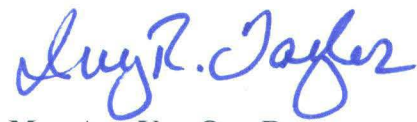
SECTION 3. The City Manager or designee is hereby authorized to enter into and execute an Interlocal Agreement contained in **ATTACHMENT I**.

SECTION 4. The City Manager or designee is hereby authorized to release approximately 12 square miles of the City's ETJ and approximately 3.6 square miles in the City's corporate area in accordance with schedule and under the conditions contained in **ATTACHMENT I**.

SECTION 5. The City Manager or designee is hereby authorized to enter into and execute the Mutual Aid Fire Services Agreement with the City of Converse for the provision of basic fire services in accordance with the provisions of **ATTACHMENT II**.

SECTION 6. This Ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

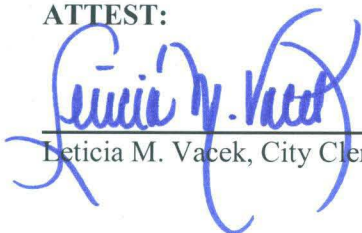
PASSED AND APPROVED on this 9th day of March, 2017.



M A Y O R

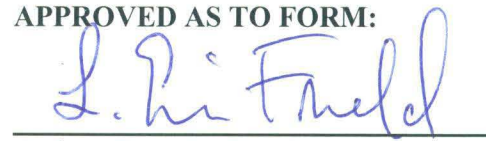
Ivy Taylor


ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney


Agenda Item:	5A (in consent vote: 5A, 5B, 6)						
Date:	03/09/2017						
Time:	11:08:28 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an Interlocal Agreement between the City of San Antonio and the City of Converse for phased Extraterritorial Jurisdiction releases, phased municipal boundary adjustments, and phased Converse Annexations in which San Antonio will release approximately 12 square miles from its Extraterritorial Jurisdiction and approximately 3.6 square miles from its corporate area to the City of Converse and Converse will annex approximately 12 square miles within an area bounded by IH-35 on the north, the San Antonio city limit line east of East Loop 1604 North on the east, IH-10 East on the south, and North Foster Road on the West in Bexar County, Texas and amending the Mutual Aid Fire Agreement between the City of San Antonio and the City of Converse.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				x

ATTACHMENT I

CITY OF SAN ANTONIO
AND
CITY OF CONVERSE

INTERLOCAL AGREEMENT

This Interlocal Agreement (“*Agreement*”) is made and entered into between the City of San Antonio (“*COSA*”), a Texas municipal corporation acting through its City Manager and the City of Converse (“*Converse*”) a Texas municipal corporation acting through its City Manager (sometimes herein referred to as a “*Party*” individually or as “*Parties*” collectively) in accordance with the Texas Interlocal Cooperation Act.

WHEREAS, to further the respective desire of each city to work together to enhance growth in the area and to ensure that such growth optimizes the health, safety and welfare of its inhabitants; and

WHEREAS, Converse has requested that the COSA release approximately 12 square miles of land from its extraterritorial jurisdiction (“*ETJ*”) so that the land may be annexed by Converse; and

WHEREAS, both cities are interested in providing urban level services to high population areas; and

WHEREAS, COSA will release property within its ETJ to Converse as permitted by the TEXAS LOCAL GOVERNMENT CODE, Section 42.022; and

WHEREAS, Converse will annex the area within the released ETJ in accordance with the appropriate provisions of the TEXAS LOCAL GOVERNMENT CODE, Chapter 43; and

WHEREAS, upon the completion of each phase of the annexation by Converse, COSA and Converse will adjust their respective municipal boundaries as permitted by the TEXAS LOCAL GOVERNMENT CODE, Section 43.031 with COSA releasing approximately 3.6 square miles of the COSA to the City of Converse; and

WHEREAS, Bexar County, Bexar County Emergency Services District No. 11 and Bexar County Emergency Services District No. 1 are supportive of this plan; and

WHEREAS, both municipalities are desirous of entering into an agreement to attain their mutually respective goals;

The Parties mutually agree as follows:

Section 1. COSA ETJ Releases.

A. On March 9, 2017, COSA by approval of this Interlocal Agreement the Phase 1 area containing approximately 600 acres (0.94 square miles) of its ETJ in the Northeast Loop 1604 area generally located west of NE Loop 1604, south of the city limits of Converse and north of IH-10 East is released to Converse. The Phase 1 area is more particularly described in **EXHIBIT "A"**.

B. By November 30, 2017, COSA will release the Phase 2 area containing approximately 1225.2 acres (1.91 square miles) of its ETJ in an area generally bounded on the north by Crestway Road, on the east by the city limit line of Converse and on the south by Gibbs Sprawl Road; an area along FM 78 bounded on the east by the city limit line of Converse and on the west by Walzem Road and an area extending north and south of Weichold Road to the north, bounded on the east by NE Loop 1604, bounded on the south by the San Antonio city limit line near IH 10 East and bounded on the west by FM 1516 is released to Converse. The Phase 2 area is more particularly described in **EXHIBIT "A"**.

C. By November 30, 2020, provided that Converse has annexed or approved for annexation, i.e., approved by the Converse City Council in November but effective prior to December 31, 2020, the property described above as Phase 1 (595.3 acres) and Phase 2 (1225.2 acres), COSA will release the Phase 3 area containing approximately 925.26 acres (1.45 square miles) of its ETJ in an area generally bounded on the north by Crestway Road, on the east by the city limit line of Converse, on the south by Gibbs Sprawl Road and on the southwest and west by Eisenhower Road and Eagle Crest Boulevard along the City limit line of Windcrest. The Phase 3 area is more particularly described in **EXHIBIT "A"**.

D. By November 30, 2023, San Antonio to release Phase 4 Area containing approximately 1105.53 acres (1.73 square miles) of its ETJ in area generally bounded on the north by Gibbs Sprawl Road, on the east by the city limit line of Converse on the south by FM 1518, and on the west by Walzem Road, if Phase 3 Area has been annexed or approved for annexation (approved by the Converse City Council but effective prior to December 31, 2023). The Phase 4 area is more particularly described in Exhibit "A".

E. By November 30, 2026, San Antonio to release Phase 5 Area containing 2044.49 acres (3.19 square miles) of its ETJ in the area generally bounded on the north by the city limits line of San Antonio south of Gibbs Sprawl Road, on the east by Walzem Road, on the south by the city limits line of San Antonio near IH 10 East, and on the west by Martinez Creek, Woodlake Parkway, Golf Vista Blvd, Woodlake Trail, Redstone Manor and Sterling Manor, if Phase 4 Area has been annexed or approved for annexation (approved for annexation by the Converse City Council in November but effective prior to December 31, 2026). The Phase 5 area is more particularly described in **EXHIBIT "A"**.

F. By November 30, 2029, San Antonio to release Phase 6 Area containing 1774.3 acres (2.77 sq. miles) of its ETJ in the area generally bounded on the north by the city limits line of San Antonio along Seguin Road (FM 78), on the east by Martinez Creek, Woodlake Parkway, Golf Vista Blvd, Woodlake Trail, Redstone Manor and Sterling Manor, on the south by the city

limits line of San Antonio near IH 10 East, and on the west by North Foster Road, if Phase 5 Area has been annexed or approved for annexation (approved by the City of Converse City Council in November but effective prior to December 31, 2029). The Phase 6 area is more particularly described in **EXHIBIT "A"**.

Section 2. Converse Annexations.

A. By June 30, 2017 Converse shall complete the annexation of the Phase 1 Area of ETJ as authorized the TEXAS LOCAL GOVERNMENT CODE, Section 43.052(h)(1) for exempt properties and Section 43.052(h)(2) for voluntary annexations. See **EXHIBIT "A"**.

B. By November 30, 2017, Converse shall initiate annexation proceedings for the Phase 2 Area by placing the area within its Municipal Annexation Plan. See **EXHIBIT "A"**.

C. By December 31, 2020, Converse shall complete the annexation of the Phase 2 Area (approved by the Converse City Council in November but effective prior to December 31, 2020). See **EXHIBIT "A"**.

D. By November 30, 2020, Converse shall initiate annexation proceedings for the Phase 3 Area by placing the area within its Municipal Annexation Plan. See **EXHIBIT "A"**.

E. By December 31, 2023, Converse shall complete its annexation of the Phase 3 area. See **EXHIBIT "A"**.

F. By November 30, 2023, Converse shall initiate annexation proceedings for the Phase 4 Area (placing it within a 3 year Municipal Annexation Plan after release by San Antonio).

G. By December 31, 2026, Converse shall complete the annexation of the Phase 4 Area.

H. By November 30, 2026, Converse shall initiate annexation proceedings of the Phase 5 Area (placing it within a 3 year Municipal Annexation Plan after release by San Antonio).

I. By December 31, 2029, Converse shall complete the annexation of the Phase 5 Area.

J. By November 30, 2029, Converse shall initiate annexation proceedings for the Phase 6 Area (placing it within a 3 year Municipal Annexation Plan after release by San Antonio).

K. By December 31, 2032, Converse shall complete the annexation of the Phase 6 Area.

Section 3. Municipal Boundary Adjustment Schedule.

A. Year 1- By December 31, 2017, upon completion of Converse's annexation of the Phase 1 area and the inclusion of the Phase 2 area in the Converse Annexation Plan the Parties agree to make a 1000 foot municipal boundary adjustment in the North Hampton and Gibbs Sprawl Road area and a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area. See **EXHIBIT "A"**.

B. Year 2- By December 31, 2018, the Parties will make a 1000 foot municipal boundary adjustment in the North Hampton and Gibbs Sprawl Road area and a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area. See **EXHIBIT "A"**.

C. Year 3- By December 31, 2019, the Parties will make a 1000 foot municipal boundary adjustment in the North Hampton and Gibbs Sprawl Road area and a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area. See **EXHIBIT "A"**.

D. Year 4- By December 31, 2020, the Parties will make a 1000 foot municipal boundary adjustment in the Gibbs Sprawl Road area and a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area. See **EXHIBIT "A"**.

E. Year 5- By December 31, 2021, the Parties will make a 1000 foot municipal boundary adjustment in the Gibbs Sprawl Road area, a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area and a 1000 foot municipal boundary adjustment in the IH 10 East area. See **EXHIBIT "A"**.

F. Year 6- By December 31, 2022, the Parties will make a 1000 foot municipal boundary adjustment in the Gibbs Sprawl Road area, a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area and a 1000 foot municipal boundary adjustment in the IH 10 East area. See **EXHIBIT "A"**.

G. Year 7- By December 31, 2023, the Parties will make a 1000 foot municipal boundary adjustment in the North Hampton and Gibbs Sprawl Road area. See **EXHIBIT "A"**.

H. Year 14- By December 31, 2030, the Parties will make a 1000 foot municipal boundary adjustment in the IH 10 East area and a 1000 foot municipal boundary adjustment in the FM 78-Seguin Road area.

I. Year 15- By December 31, 2031, the Parties will make a 1000 foot municipal boundary adjustment in the IH 10 East area.

J. Year 16- By December 31, 2033, the Parties will make a 1000 foot municipal boundary adjustment in the IH 10 East Area and a 1000 foot municipal boundary adjustment in the FM 78-Seguin Road area.

Section 4. Termination.

A. Upon initiation of annexation proceedings by Converse said proceedings will be diligently completed. In the event the Converse annexation schedule is not timely completed, this Agreement is subject to termination by either party, save and except the ETJ transfer of the Phase I Area.

B. In the event of a termination, the Parties agree that any and all previously released COSA ETJ area shall automatically revert back into the COSA ETJ, save and except the ETJ release of the Phase I Area.

C. If the terms of this Agreement are not completed on schedule by Converse, COSA may re-claim the previously transferred ETJ property upon filing a declaration of re-entry in the Official Deed Records of Bexar County, Texas, save and except the Phase 1 Area.

D. Further, if a Court rules that, for any reason, Converse cannot annex the land described in the annexation schedule describe above, the transferred ETJ shall automatically revert to COSA, save and except the Phase 1 Area.

E. In the event of a termination, the Parties agree that any and all property previously within the COSA city limits released by boundary adjustment shall automatically revert back into the COSA city limits, save and except the Phase 1 Area.

F. If not completed on schedule, COSA may re-claim the previously transferred property within the Converse city limits upon filing a declaration of re-entry in the Official Deed Records of Bexar County, Texas, save and except the Phase 1 Area.

Section 5. Obligations of Converse. Upon the transfer of COSA ETJ into the ETJ of Converse for the purpose of annexation by Converse, Converse agrees that it shall:

A. Extend Converse's subdivision regulation to the newly acquired ETJ in accordance with its City Code of Ordinances.

B. Adopt COSA's right of way requirements within the jurisdiction of Converse for all of the arterial roadways designated in COSA's Major Thoroughfare Plan and the San Antonio Unified Development Code Section 35- 506.

C. Prohibit new billboards in the newly acquired ETJ except in accordance with Converse's City Code of Ordinances.

D. Apply land use and zoning requirements contained in the JBSA-Randolph Joint Land Use Study (July 2015) to the newly acquired ETJ.

E. Pay for 50% of the cost for all engineering work related to producing a boundary description (metes and bounds) of the territory to be released within 30 days of receipt of the invoice.

Section 6. Solid Waste Collection. COSA shall continue under a separate agreement with Bexar County to provide solid waste collection to the Camelot II neighborhood, and in good faith will pursue renewing the current Camelot II program and expanding the program to the Glen neighborhood until the Camelot II and Glen neighborhoods are annexed by Converse.

Section 7. Park. Converse shall operate and maintain the Northhampton Park and its improvements as a park, more particularly described in **EXHIBIT "B"**, until the bonds related to the park are retired, at which time the City Manager of COSA is hereby authorized to transfer ownership of the park to Converse.

Section 8. Severability. If for any reason, one or more paragraph of this Agreement is held invalid, such judgment shall not affect, impair or invalidate the remaining paragraphs of the Agreement but shall be confined in its operation to the specific sections, clauses or parts that are held to be invalid and invalidity of any section, sentence, clause or parts shall not affect, impair or prejudice in any way, otherwise validity of this Agreement of any section, sentence, clause or parts shall not affect, impair or prejudice in any way the validity of this agreement in any instances. Should state annexation law change, both parties shall agree to amend this agreement to fulfill the goals and intent of said agreement.

Section 9. Intervening Law. In the event that the Texas Legislature enacts any law that effects annexation, extraterritorial jurisdiction, municipal boundary adjustments or other land controls and the new law has an adverse effect on the Parties' ability to perform their respective actions in this Agreement, the Parties agree to use best efforts to revise, amend or rewrite the Agreement to accomplish its stated goals.

Section 10. Notice. Any notice, request, demands, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served if in writing and deposited in the United States mail, registered or certified, return receipt required, addressed to such party at the address set forth below or such other address as may be hereafter designated by either party by written notice to the other party.

IF TO THE CITY OF SAN ANTONIO:

City of San Antonio
P.O. Box 839966
San Antonio, Texas 78238-3966
Attn: _____
City Clerk

IF TO THE CITY OF CONVERSE

City of Converse
403 S. Seguin
Converse, Texas 78109
Attn: _____
City Secretary

Section 11. Applicable Law. This agreement shall be construed under and in accordance with laws of the State of Texas and all obligations of the Parties created hereunder are performable in Bexar County, Texas. Venue and jurisdiction for any legal action or proceeding brought or maintained directly or indirectly, under or in connection with this Agreement shall lie exclusively in Bexar County, Texas.

Section 12. Effective Date. This Agreement is effective upon the later date of approval by the City Council of COSA and the City Council of Converse.

In witness of which this agreement has been executed in duplicate.

CITY OF CONVERSE

By: _____
Title: City Manager
Date: _____

Attest: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on _____ by _____, City Manager of the City of Converse, a Texas Municipal Corporation, on behalf of said corporation,

Notary Public, State of Texas
My Commission expires: _____

CITY OF SAN ANTONIO

By: _____
Title: City Manager
Date: _____

Attest: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on _____ by _____, City Manager of the City of San Antonio, a Texas Municipal Corporation, on behalf of said corporation,

Notary Public, State of Texas
My Commission expires: _____

EXHIBIT "A"

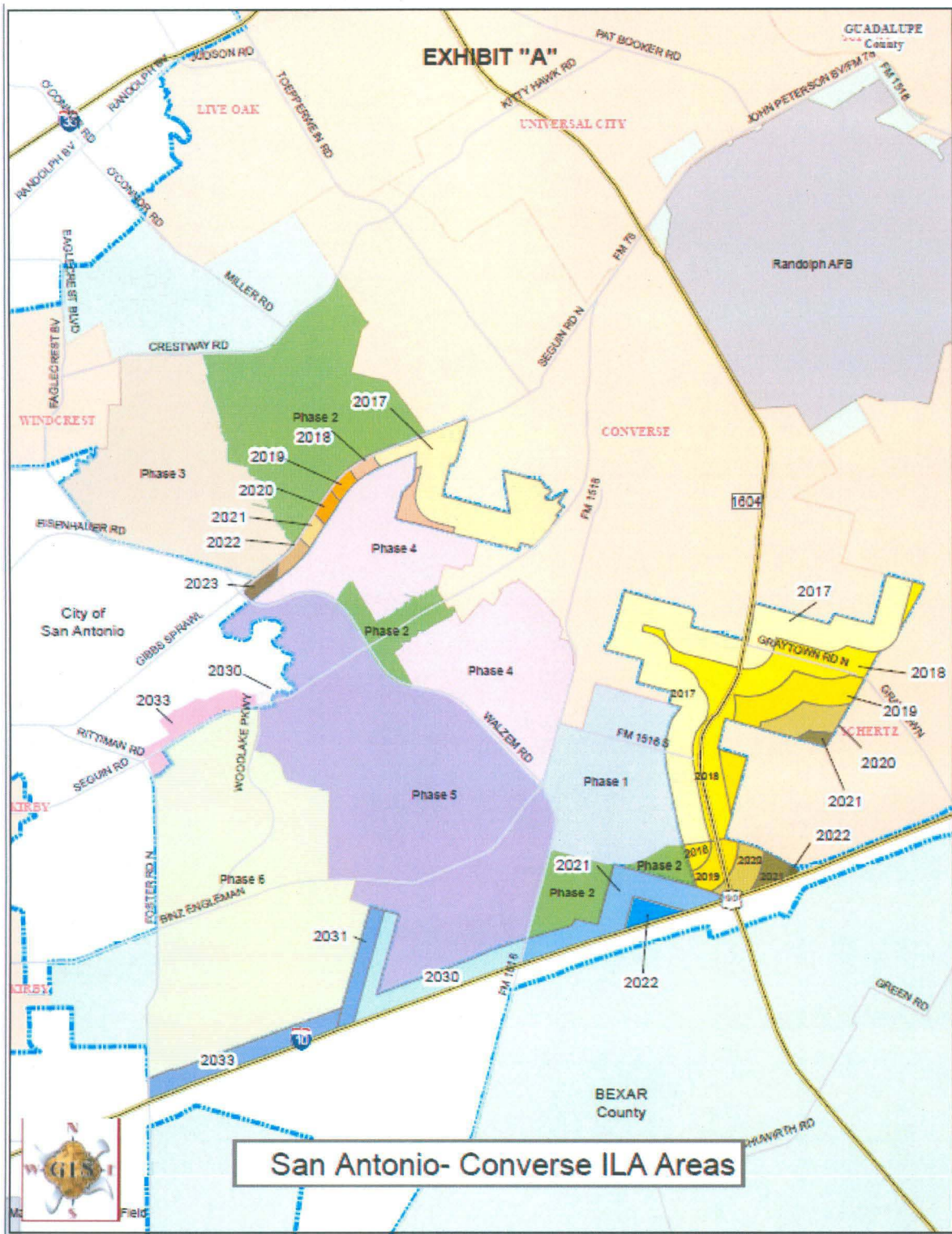
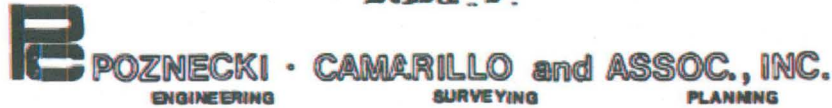


EXHIBIT "B"

EXHIBIT "B"



**METES AND BOUNDS
FOR
20.607 ACRES OF LAND**

Being 20.607 acres of land situated in the S.A. and M.G.R.R. Co. Survey No. 44, Abstract No. 722, County Block 5071, New City Block 17740, Bexar County, Texas and being out of a 75.396 acre tract as described in a special warranty deed recorded in Volume 5751, Pages 1857-1859 of the deed and plat records of Bexar County, Texas, said 20.607 acres of land being more particularly described as follows;

Beginning at a TxDOT Type II Monument found on the west right-of-way line of Farm to Market (F.M.) Road No. 78 also known as Seguin Road, at the east corner of Lot 16, Block 12, Northampton Unit 5 Subdivision as recorded in volume 9539, page 53 of the deed and plat records of Bexar County, Texas, being N 41° 16' 42" E, 97.99 feet and N 36° 42' 42" E, 501.10 feet from the east cut-of corner located at the intersection of the north R.O.W. line of Manderly Pl. and the west R.O.W. line of said F.M. 78;

THENCE departing the west R.O.W. line of said F.M. 78 along the common line between the north Northampton Unit 5 Subdivision line and this tract as follows:
N 66° 02' 27" W, 270.00 feet to an iron rod found;
N 57° 46' 23" W, 82.56 feet to an iron rod set on the north line of Lot 12, Block 12 of said Northampton Unit 5 Subdivision and the easterly line of an approved, but unrecorded Northampton Unit 6 Subdivision Plat I.D. #980294, for a corner;

THENCE departing the north Northampton Unit 5 Subdivision line along the proposed said Northampton Unit 6 Subdivision as follows;

N 36° 43' 34" E, 194.61 feet to an iron rod set for corner;
N 52° 29' 06" W, 79.64 feet to an iron rod set for corner;
N 30° 03' 34" E, 146.09 feet to an iron rod set for corner;
N 59° 56' 26" W, 176.80 feet to an iron rod set for corner;
N 32° 22' 29" W, 182.71 feet to an iron rod set for corner;
N 36° 36' 42" W, 75.04 feet to an iron rod set for corner;
N 45° 37' 41" W, 75.70 feet to an iron rod set for corner;
N 64° 58' 25" W, 49.13 feet to an iron rod found at the most southerly corner of lot 55, block 10, N.C.B. 18179 or the said Northampton Unit 5 Subdivision;

VOL 8812 PG 1943

THENCE along the easterly line of Block 10 of the said Northampton Unit 5 Subdivisions follows;

N 50° 05' 58" E, 177.10 feet to an iron rod found;
 N 07° 46' 47" W, 181.78 feet to an iron rod found;
 N 35° 14' 05" W, 332.81 feet to an iron rod found at a northerly corner of Lot 48, Block 10, of said Northampton Unit 5 and on the south line of a 29.034 acre tract of land as described by deed recorded in volume 3640, page 1449 of the deed and plat records of Bexar County, Texas

THENCE S 74° 42' 12" E, 669.52 feet along the common line between the said 29.034 acre tract of land, a 4.95 acre tract of land as described by deed recorded in volume 7965, page 811 of the deed and plat records of Bexar County, Texas and this tract to an iron rod found at the northeast corner of a 1.82 acre tract of land as described by deed recorded in volume 8013, page 842 of the deed and plat records of Bexar County, Texas;

THENCE along the common line between the said 1.82 acre tract of land and this tract as follows;
 S 15° 10' 43" W, 129.67 feet to an iron rod found;
 S 74° 35' 24" E, 608.45 feet to an iron rod found at the southeast corner of the said 1.82 acre tract of land and the west corner of a 1.144 acre tract of land as described by deed recorded in volume 5871, page 538 of the deed and plat records of Bexar County, Texas for a corner of the herein described tract of land.

THENCE S 26° 35' 09" W, 234.10 feet along the common line between the said 1.144 acre tract and this tract to a TxDOT Type II Monument found at the beginning of a curve to the right on the west R.O.W. line of said F.M. 78 for a corner of the herein described tract of land;

THENCE along the west R.O.W. line of said F.M. 78 as follows;

313.35 feet along said curve to the right having a central angle of 06° 29' 36" and a radius of 2764.93 feet to an iron rod found;

S 41° 19' 17" W, 675.01 feet to the POINT OF BEGINNING and containing 20.607 acres of land more or less.



October 2, 2000

Adalberto Camarillo
 Adalberto Camarillo
 Registered Professional
 Land Surveyor No. 3929

1008812001944

**FIRST AMENDMENT
TO THE
SAN ANTONIO/CONVERSE
AUTOMATIC AID AGREEMENT**

This *First Amendment to the San Antonio/Converse Automatic Aid Agreement* (hereinafter referred to as “First Amendment”) is entered into by and between the **CITY OF SAN ANTONIO, TEXAS** (hereinafter referred to as “COSA”), a Texas Home-Rule Municipality, acting by and through its City Manager or her designated representative, pursuant to Ordinance No. _____, passed and approved March 9, 2017, and the **CITY OF CONVERSE, TEXAS** (hereinafter referred to as “COC”), a Texas Home-Rule Municipality, acting by and through its City Manager or his designated representative, and is as follows:

WHEREAS, pursuant to Ordinance No. 2016-12-01-0919, passed and approved on December 1, 2016, COSA’s City Council authorized the execution of a *San Antonio/Converse Automatic Aid Agreement* (“Original Agreement”) with COC to provide first responder services commencing upon execution of the Original Agreement, and which agreement is currently in force; and

WHEREAS, since the Original Agreement was executed, the circumstances surrounding the areas subject to the Original Agreement have changed and will continue to change over time, with areas subject to the Original Agreement gradually being annexed by the COC as a result of a separate Interlocal Agreement between COSA and COC that was ratified by COSA’s City Council as part of the same Ordinance referred to above; and

WHEREAS, COSA and COC have agreed to amend the Original Agreement, such amendment to commence upon execution of this First Amendment and to terminate upon annexation by COC of all the areas of the City of San Antonio that are subject to the annexation Interlocal Agreement; **NOW THEREFORE:**

I. FIRST AMENDMENT OF CONTRACT

- 1.1 The Original Agreement is hereby amended in Sections 1.1 and 1.2 to provide as follows:
“This agreement shall commence upon its execution and shall terminate upon annexation by COC of all the areas of the City of San Antonio that are subject to the annexation Interlocal Agreement.
- 1.2 The Original Agreement is hereby amended in Section 2A.1 to provide as follows:
“‘Service Area’ shall mean the portions of the two areas identified in Attachment A to the Original Agreement that lie with the city limits of COSA, until such time as any portion of the area is no longer within COSA city limits, at which time COSA is no longer responsible for payment for calls for service to that portion of the area under the Original Agreement or this First Amendment.”

jk

II. REMAINDER OF CONTRACT UNCHANGED AND IN FULL FORCE AND EFFECT

2.1 The terms and conditions of the Original Agreement, except as amended pursuant to Article I of this First Amendment, shall remain unchanged and in full force and effect during its extended term.

III. CONFLICT PROVISIONS

3.1 In the event of conflict between any provision(s) in the Original Agreement and any provision(s) in Article I of this First Amendment, the provision(s) in Article I of this First Amendment shall control and prevail.

EXECUTED this the _____ day of _____, 2017, to be effective upon execution by COSA and COC.

COSA:
CITY OF SAN ANTONIO, TEXAS

COC:
CITY OF CONVERSE, TEXAS

BY: _____
Sheryl Sculley
City Manager

BY: _____
Lanny S. Lambert
City Manager

Approved as to Form:

Assistant City Attorney