STATE OF TEXAS	§	**CITY-CITY INTERLOCAL AGREEMENT FOR PERMITTING AND INSPECTING CONSTRUCTION BY THE CITY OF OLMOS PARK WITHIN A PORTION OF THE CITY OF SAN ANTONIO**
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	§	
	§	
COUNTY OF BEXAR	§	

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO AND THE CITY OF OLMOS PARK
FOR SUBDIVISION REGULATION

This City-City Interlocal Agreement for permitting and inspecting construction by the City of Olmos Park in a portion of the City of San Antonio is entered into by and between the CITY of San Antonio (hereinafter referred to as "COSA"), a Texas Municipal Corporation, acting by and through its CITY Manager pursuant to Ordinance No. _____ dated _____, and the CITY of Olmos Park (hereinafter referred to as "Olmos Park"), a Texas Municipal Corporation, acting by and through its CITY Manager pursuant to Resolution No. _____ dated _____, acting pursuant to the authority granted by the Interlocal Cooperation Act, TEXAS GOVERNMENT CODE, Chapter 791, and the TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, the TEXAS GOVERNMENT CODE, Chapter 791, authorizes **COSA** and **OLMOS PARK** to enter into an Interlocal Contract regarding the provision of Governmental Functions and Services; and

WHEREAS, the permitting and inspection of construction constitute Governmental Functions and Services; and

WHEREAS, both **COSA** and **OLMOS PARK** each have enacted ordinances for the purposes of permitting and inspecting construction, as authorized under the TEXAS LOCAL GOVERNMENT CODE and other applicable state laws; and

WHEREAS, Olmos Park has duly identified properties in its city limits that are in both Olmos Park and COSA city limits (hereinafter referred to as "***Identified Properties***", map is attached as Exhibit A and the specific addresses attached as Exhibit B); and

WHEREAS, COSA and Olmos Park, have determined that the owners of Identified Properties ought to be required to comply with only one municipality's building construction permitting and inspection regulations; and

WHEREAS, the governing bodies of **COSA** and **OLMOS PARK** believe it is in the best interest of entities and the health, safety and welfare of the citizens they serve to now enter into this agreement;

NOW THEREFORE, in order to carry out the intent of the Parties as expressed above, and for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

Article I. TERM OF AGREEMENT

A. COSA and Olmos Park mutually agree that the term of this Interlocal Agreement (Agreement) shall be for one (1) year from the date it is formally and duly executed by both parties.

B. This Agreement will automatically renew for successive one (1) year periods upon completion of the previous term unless written notice is given by either party of its intent to forgo the automatic renewal period sixty (60) days prior to the date of renewal.

C. Termination by Agreement. COSA and Olmos Park may agree to an early termination of this Agreement, but any such agreed early termination must be approved by the City Council of each party, be in writing, and be signed by an authorized representative of each party.

Article II. CITY OF OLMOS PARK RESPONSIBILITIES

A. In cases where the boundaries of any of the Identified Properties are located in both Olmos Park and COSA, Olmos Park shall enforce its subdivision regulations and its Building Code Ordinance (Chapter 8).

B. Olmos Park shall notify all the Identified Properties of the requirement to comply with only the Olmos Park Building Code Ordinance (Chapter 8) and provide them a copy of this Interlocal Agreement.

C. Olmos Park shall allocate sufficient resources to ensure enforcement of the Building Code Ordinance (Chapter 8) regulations for all Identified Properties.

D. Olmos Park shall be the platting authority for the Identified Properties, and shall provide notice of any platting activities and copies of all applications and documents. COSA shall be a certifying agency. COSA shall provide a written response to Olmos Park within 10 days of receipt for a minor plat or within 50 days of receipt for a major plat.

E. Olmos Park shall allow COSA inspectors access to any improvement to any of the Identified Properties. COSA may request that Olmos Park halt construction if the applicable standards are not being met

Article III. CONSIDERATION

The Parties agree and understand that each shall be responsible for its own costs and expenses necessary to fulfill its responsibilities under this **Agreement**.

Article IV. GENERAL PROVISIONS

F. General Administration

1. Administering this Agreement and the contact person and representative for Olmos Park is the City Manager, or her representative (or successor in office).

2. Administering this Agreement and the contact person and representative for COSA is the Director of Development Services, or his representative (or successor in office).

G. Alteration, Amendment or Modification

1. This Agreement may not be altered, amended, or modified except in writing, and signed by both parties to this Agreement.

2. No official, agent, employee, or representative of either COSA or Olmos Park has the authority to alter, amend, or modify the terms of this Agreement except in accordance with express authority as may be granted by both the San Antonio City Council or Olmos Park City Council.

H. Notice

For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY OF OLMOS PARK:
City Manager
City of Olmos Park

120 W. Prado

Olmos Park, TX

CITY OF SAN ANTONIO:
Director of _____
Development Services
City of San Antonio

1901 S Alamo
San Antonio, TX 78204

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

I. Venue

COSA and Olmos Park agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

J. Severability

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, or ordinances of either municipality, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

K. Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Either party shall be entitled to any and all rights and remedies allowed under Texas Law for any breach of this Agreement

L. Non-Waiver

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or different provision.

M. Entire Agreement

1. This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

2. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be binding or valid.

EXECUTED THIS 16 day of June, 2016

CITY OF SAN ANTONIO

Sheryl L. Sculley
City Manager

CITY OF OLMOS PARK

Ronald Hornberger
Mayor

ATTEST:

Leticia Vacek
City Clerk

ATTEST:

Diane Gonzales
City Secretary

APPROVED AS TO FORM:

Martha Sepeda
Interim City Attorney

THE CITY OF OLMOS PARK

120 WEST EL PRADO DRIVE
SAN ANTONIO, TEXAS 78212-2095

(210) 824-3281
FAX (210) 826-5008
WWW.OLMOSPARK.ORG

MAYOR
Ronald Hornberger

COUNCIL
Juliana Decamps

Casey Fry

Kenyon McDonald

Sharon Plant

Deb Bolner Prost

STAFF
Celia De Leon
City Manager

Diane Gonzales
City Secretary

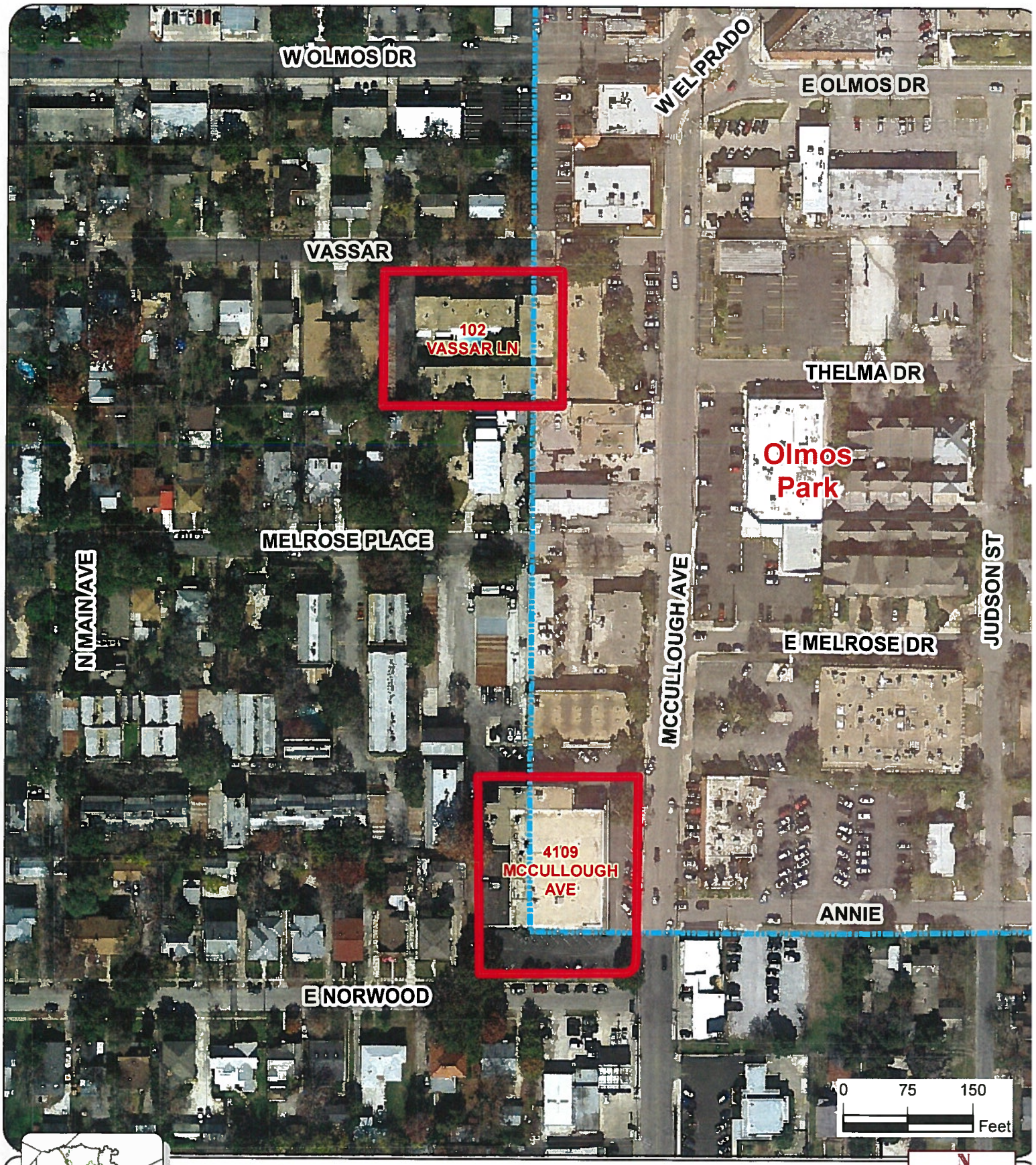
Rene Valenciano
Chief of Police

Linc Surber
Fire Chief

Gilbert De Leon
Director of Public Works

The following real properties located along the McCullough Avenue corridor are shown as properties being taxed by both the City of San Antonio and the City of Olmos Park:

ADDRESS	LEGAL DESCRIPTION	PROPERTY ID #
5300 McCullough	07339-014-0261	0391011
4901 McCullough	04048-017-0260	0174061
4825 McCullough	07333-018-0162	0390921
4701 McCullough	07332-019-0470	1128661
4601 McCullough	04047-025-0010	0174036
4109 McCullough	06557-003-0495	0379182
108 Joy St.	04048-016-0171	0174052
111 Zilla St.	04048-016-0261	1058798
110 Horace	07332-019-0181	0390902
109 Odell St.	07330-024-0100	0390848
102 Vassar	08563-100-0000	0417677



Site

City of San Antonio

BCAD Parcels

Railroads

Cities and Towns

City of San Antonio

CoSA/Olmos Park ILA

Data Source: City of San Antonio Enterprise GIS, Bexar Metro 911, Bexar Appraisal District

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*Please contact the responsible City of San Antonio Department for specific data/map pages.

Maps may be ordered at (210) 207-0301

Map Last Edited: 5/17/2016
PDF Filename: 1605GG25.pdf
Map file location: W:\CoSADeptsAndOffices_FY2015_2016\PlanningAndCommunityDevelopment\Olmos Park\Olmos Park.mxd

City of San Antonio
Information Technology Services Department
GIS Public Services Division
Riverview Towers
111 Soledad St, 9th Floor
San Antonio, TX 78205

Site

City of San Antonio

BCAD Parcels

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City of San Antonio

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GIS Public Services Division
Riverview Towers
111 Soledad St. 9th Floor
San Antonio, TX 78205

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