

**CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM  
POLICE DEPARTMENT**

**TO:** Mayor and City Council  
**FROM:** Albert A. Ortiz, Chief of Police  
**THROUGH:** Terry M. Brechtel, City Manager  
**COPIES:** J. Rolando Bono, Deputy City Manager; File  
**SUBJECT:** Ordinance Authorizing the Amendment of a Lease Agreement  
**DATE:** October 24, 2002

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the execution of a Renewal and Extension of the Lease Agreement originally approved by Ordinance No. 86833, dated October 23, 1997, and previously renewed and extended for two years pursuant to Ordinance No. 92772, dated October 26, 2000, with Washington Place Joint Venture doing business as Washington Place, to rent approximately 6,050 square feet of office space located at 215 S. San Saba Street for a period of sixty (60) months beginning November 1, 2002 and ending on October 31, 2007, with an option to further renew for an additional five (5) years, at a total cost of \$339,912.00 for an average annual cost of \$67,982.40 for the term. The further renewal will be subject to City Council approval.

Staff recommends approval.

**BACKGROUND INFORMATION**

The leased premises will continue to house the Regional Auto Crimes Team (ReACT) Unit. The ReACT Unit is a multi-jurisdictional task force comprised of City, County, and State elements. This unit is trained to develop a level of unmatched expertise in the detection of altered vehicles, vehicle identification number recognition, and obliterated vehicle identification number restoration.

The Lease Agreement is for approximately 6,050 square feet of office space located at 215 S. San Saba Street. The term is for a period of sixty (60) months beginning November 1, 2002 and ending on October 31, 2007, with an option to further renew for an additional five (5) years, subject to City Council approval.

**POLICY ANALYSIS**

The proposed ordinance is consistent with the policy of leasing non-city owned facilities. The rental rate of this agreement is consistent with other comparable leased facilities.

### **FISCAL IMPACT**

The total cost is \$339,912.00 for an average annual cost of \$67,982.40 for the term under the Renewal and Extension. Landlord, at Landlord's sole cost and expense, agrees to re-carpet the Leased Premises, with the type of carpet and the cost of the carpet, to be approved by Tenant. The cost of such carpet shall be reimbursed to the Landlord as additional rent, subject to the appropriation of funds for same, in an amount equal to 1/60<sup>th</sup> of the cost incurred by the Landlord for the purchase and installation of the carpet.

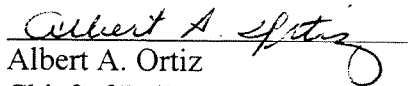
The first year cost of the lease is budgeted in the Regional Auto Crimes Team (ReACT) Grant. Subsequent years' funding is contingent on continued receipt of funds from the Automobile Theft Prevention Authority (ATPA). There is no financial impact on the General Fund budget.

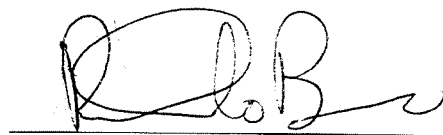
### **COORDINATION**

This ordinance request has been coordinated with Finance, City Attorney's Office, the Office of Management & Budget, and the Asset Management Department.

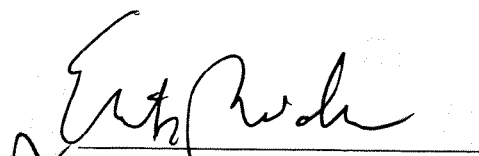
### **SUPPLEMENTAL COMMENTS**

The Discretionary Contracts Disclosure Form is part of this ordinance request.

  
Albert A. Ortiz  
Chief of Police

  
J. Rolando Bono  
Deputy City Manager

Approved:

  
Terry M. Brechtel  
City Manager

## City of San Antonio Discretionary Contracts Disclosure\*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2  
Attach additional sheets if space provided is not sufficient.  
State "Not Applicable" for questions that do not apply.

\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

### Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract:

Max Burkhardt - owner	William C. Spencer
Lowell Holmes - owner	Non-owner
Mrs. Farris Shannon - owner	Property Manager

(2) the identity of any business entity that would be a party to the discretionary contract:

NONE

and the name of:

(A) any individual or business entity that would be a subcontractor on the discretionary contract:

NONE

and the name of:

(B) any individual or business entity that is known to be a partner or a parent or subsidiary business entity of any individual or business entity who would be a party to the discretionary contract:

NONE

<sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

- (3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

NONE


#### Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
NONE	NONE	NONE

#### Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which reasonably understood raise a question<sup>2</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

NONE		
Signature: 	Title: PARTNER Company: Washington Place Joint Venture	Date: 10/11/02

<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.