

CONSENT AGENDA
12

**CITY OF SAN ANTONIO
SAN ANTONIO METROPOLITAN HEALTH DISTRICT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Fernando A. Guerra, MD, MPH, Director of Health

SUBJECT: ORDINANCE AUTHORIZING A RENEWAL AND EXTENSION LEASE AGREEMENT FOR 4020 NACO-PERRIN BOULEVARD

DATE: February 10, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the Interim City Manager to execute a Renewal and Extension Lease Agreement with WNLV, Ltd., a Texas limited partnership, for approximately 8,400 square feet of clinic and office space located at 4020 Naco-Perrin Boulevard for the period February 1, 2005 through September 30, 2005 at a rate of \$5,916.00 per month. In addition, this ordinance will authorize payments for contractual services.

Staff recommends approval.

BACKGROUND INFORMATION

The San Antonio Metropolitan Health District (SAMHD) delivers comprehensive public health services to protect the health of residents within its jurisdiction. Currently, SAMHD is leasing a multi-purpose facility for patients living in Northeast San Antonio from WNLV, Ltd., a Texas limited partnership, that owns a building located at 4020 Naco-Perrin. This building has proven to be an excellent site for an SAMHD facility over the past five months for use in its immunization program, physical examinations, and room for expansion into multiple programs. With City Council approval, SAMHD will purchase the building if HUD 108 funding can be secured.

POLICY ANALYSIS

This ordinance follows the past City policy of utilizing leased space to augment the provision of public health services for the residents of our community.

FISCAL IMPACT

This lease will be paid through revenues derived from clinic services. It will cost \$5,916.00 per month for eight months, a total of \$47,328.00.

This project will place no demand on the City General Fund.

COORDINATION

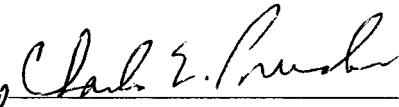
The City Attorney's Office and the Department of Asset Management have reviewed the new lease agreement. The City Attorney's Office has reviewed the insurance provisions of the lease with the Human Resources Department, Risk Management Division. The Finance Department has been apprised of this action.

SUPPLEMENTARY COMMENTS


The required City of San Antonio Discretionary Contracts Disclosure form is attached.

Attachments:

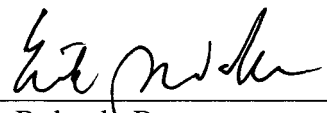
- Attachment I: Renewal and Extension of Lease Agreement
- Attachment II: City of San Antonio Discretionary Contracts Disclosure



Fernando A. Guerra, MD, MPH
Director of Health



Frances A. Gonzalez
Assistant City Manager



J. Rolando Bono
Interim City Manager

**Renewal and Extension of Lease Agreement
(4020 Naco-Perrin Boulevard)**

ATTACHMENT I

This Renewal and Extension of Lease Agreement is entered into between WNLV, Ltd., a Texas limited partnership, acting by and through its owner Brian Brady (Landlord), pursuant to the Ordinance Authorizing Renewal and Extension, and the City of San Antonio, a Texas municipal corporation (Tenant).

1. Identifying Information.

Tenant: City of San Antonio, a Texas Municipal Corporation

Tenant's Address:
City Clerk
P.O. Box 839966
San Antonio, TX 78209

And

Director of Health
San Antonio Metropolitan Health District
332 West Commerce
San Antonio, Texas 78205

Lease:
Lease dated February 1, 2005 between WNLV, Ltd., a Texas limited partnership as landlord and City of San Antonio, a Texas Municipal Corporation, acting by and through the Interim City Manager relating to 4020 Naco-Perrin Boulevard consisting of approximately 8,400 square feet.

**Ordinance Authorizing
Original Lease and Date:** No. 99652 dated September 2, 2004

**Ordinance Authorizing
Renewal and Extension and
Date:** No. xxxxx dated February 10, 2005

**Monthly Rent during
Renewal Term:** \$5,916.00

Beginning of Renewal Term: February 1, 2005

Expiration of Renewal Term: September 30, 2005

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this renewal and extension, when used in this renewal and extension, have the meanings ascribed to them in the Lease.

3. Renewal and Extension

The term of the lease is extended from the Beginning of the Renewal Term through and including the Expiration of the Renewal Term.

4. Rent.

From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Tenant must pay Rent to Landlord. Rent must be paid at the place, at the intervals, and in the manner described in the Lease for the payment of Rent.

5. No Default.

Neither Landlord nor Tenant is in default under the Lease and neither party is aware of a cause of action against the other arising out of or relating to the period before the date of Landlord's signature on this renewal.

6. Same Terms and Conditions.

This renewal and extension instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this renewal and extension, the Lease remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease.

Landlord

WNLV, Ltd., a Texas limited partnership

By: _____
Brian Brady Company, Inc.
General Partner for WNLV, Ltd.
By Brian Brady
President

Date: _____

Tenant

City of San Antonio, a Texas municipal corporation

By: _____
Frances A. Gonzalez
Assistant City Manager

Date: _____
Attest:

Leticia M. Vacek
City Clerk

Approved As To Form:

Andrew Martin
City Attorney
Address:
City of San Antonio
Attn: City Clerk
City Hall, 2nd Floor
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
Discretionary Contracts Disclosure*

ATTACHMENT II

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:

BRIAN P. BRADY

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

WNLV, Ltd. a Texas Limited Partnership

and the name of:

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

NA

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;

Laurenna Morris

¹ 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.

NA

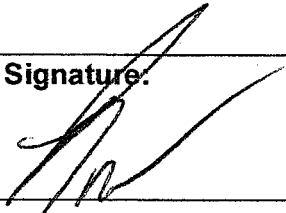
Political Contributions

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:

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 question² 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.

Signature: 	Title: <i>General Partner for WNLV</i> Company: <i>Brian Brady Company, Inc.</i>	Date: <i>8/20/04</i>

² 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.