

**THIS IS A PROPOSED DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED ORDINANCE OR RESOLUTION ADOPTED BY THE CITY COUNCIL.**

**ORDINANCE**

**AUTHORIZING AMENDMENT OF A LEASE AGREEMENT WITH BRASS LEFTOUT, LLC FOR 36,400 SQUARE FEET OF OFFICE SPACE IN COUNCIL DISTRICT 7 FOR USE BY TEXAS ANTI-GANG INITIATIVE (TAG) PROGRAM.**

\* \* \* \* \*

**WHEREAS**, The San Antonio Police Department (SAPD) was awarded by the Office of the Governor, Criminal Justice Division (CJD), a grant to initiate and establish a multi-agency task force in San Antonio to combat gang activity in the area; and

**WHEREAS**, on May 25, 2017, in furtherance of the grant objectives, Council approved the lease of 26,811 square feet at 4402 West Piedras Street and the TAG program established operations in the building in November 2017; and

**WHEREAS**, the success of the TAG program has resulted in the need for additional space to accommodate tactical operations and classroom space so partner agencies can provide officer training; this effort supports the TAG initiative of which SAPD is an active participant and will contribute to public safety efforts to reduce gang activity in Bexar County; and

**WHEREAS**, at the direction of the Office of the Governor, SAPD and CJD will transition the TAG program to be operated by the State of Texas Department of Public Safety (DPS) with the physical TAG location to remain in San Antonio at the 4402 West Piedras Street location; and

**WHEREAS**, approval of this lease amendment will allow SAPD to assist DPS to timely implement the objectives of the program; **NOW THEREFORE:**

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

**SECTION 1.** The City Council authorizes the City Manager or designee to execute an amendment of the lease agreement substantially in the form as shown in **Attachment I** with Brass LeftOut, LLC for 36,400 square feet of office space in a building located at 4402 West Piedras Street in Council District 7 for a term of five years from the date the expanded premises area is ready for occupancy.

**SECTION 2.** The rent for the additional premises will commence upon TAG's occupancy following the construction of improvements to the facility to accommodate the program needs. SAPD, through the commitment of DPS, will be reimbursed any funds expended for this lease until such time the program transitions to DPS management, which is expected to occur in early 2020.

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**SECTION 3.** Funding in the amount of \$699,585.04 for this ordinance is available in Fund 29616005, Cost Center 1792140001, and General Ledger 5206010 as part of the Fiscal Year 2020 budget.

**SECTION 4.** Funds in the amount of \$699,585.04 are authorized to be received from the State as per reimbursement agreement.

**SECTION 5.** Payment not to exceed the budgeted amount is authorized to Brass LeftOut, LLC for 36,400 square feet of office space in a building located at 4402 West Piedras Street.

**SECTION 6.** The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 7.** This Ordinance becomes effective immediately upon its passage by eight (8) votes or more and 10 days after passage upon its approval by less than eight (8) votes.

**PASSED AND APPROVED** this 12<sup>th</sup> day of December, 2019.

**M A Y O R**  
**Ron Nirenberg**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Leticia M. Vacek, City Clerk**

\_\_\_\_\_  
**Andrew Segovia, City Attorney**

**Attachment I**

**First Amendment – Office Lease**  
(SAPD/TAG Lease)

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This First Amendment of Lease Agreement is between landlord, Brass LeftOut, LLC (“**Landlord**”) and tenant, the City of San Antonio (“**City**”), a municipal corporation. Together the Landlord and City may be collectively referred to as the “**Parties.**”

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**1. Identifying Information.**

**Ordinance Authorizing**

**Original Lease** (No. and Date): 2017-05-25-0383

**Ordinance Authorizing**

**Amendment** (No. and Date):

**Landlord:** Brass LeftOut, LLC

**Landlord’s Address:** 4440 Piedras Drive, Suite 150, San Antonio, Texas  
78228

**Term:** 60 month lease (Full Service) from the Commencement Date. The existing premises and the Expansion Premises shall be coterminous having the effect of extending the existing term by about 28 months.

**Consideration:** \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**Property:** The Houston Building located at 4402 West Piedras Street, San Antonio, Bexar County, Texas 72558 consisting of 36,400 rentable square feet and the surrounding sidewalks, drives, and land area (the “Property”)

**Occupancy** On the first day of the first full month occurring after  
**Commencement Date:** the completion of the Tenant Improvements (defined below) as evidenced by issuance of a certificate of occupancy for the Expansion Premises, the target date being April 1, 2020

**City’s Address:** City Clerk, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966

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**2. Defined Terms.**

All terms used in this instrument and not otherwise defined herein but defined in the Original Office Lease as authorized by Ordinance 2017-05-25-0383 or any previous amendment to it have the meanings previously ascribed to them.

**3. Premises**

9,589 rentable square feet on the first floor (“**Expansion Premises**”) in addition to the existing leased premises resulting in the entirety of the Building’s 36,400 rental square feet occupied by the City.

**4. Term**

60 month lease (full service) from the Occupancy Commencement Date. The existing leased premises and the Expansion Premises shall be coterminous having the effect of extending the existing term by approximately 28 months, this 60 month period including the 28 month period beyond the termination of the Original Office Lease, plus or minus depending on when the Occupancy Commencement Date occurs, is defined as the Extension Term.

**5. Rental Rate**

The current lease term for the existing leases premises is set to expire on November 30, 2022. Presuming the Expansion Premises Occupancy Commencement Date occurs on April 1, 2020, the entirety of the leased premises will have a term ending March 31, 2025, therefore the rate for the existing premises during the extended term will be commensurate with the square foot rate then in effect for the expansion term, i.e., \$22.48 PSF annually in Year 3 of the expansion term, \$22.72 PSF annually in Year 4 of the expansion term, and \$22.99 PSF annual in Year 5 of the expansion term.

Rental Rate for Expansion Premises:

<b>Period</b>	<b>Monthly Rent</b>
Year 1	\$ 17,579.83
Year 2	\$ 17,768.02
Year 3	\$ 17,961.85
Year 4	\$ 18,161.49
Year 5	\$ 18,367.12

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Rental Rate for the Original Office Lease:

Period	Monthly Rent
Occupancy Commencement Date - November 30, 2020	\$48,610.61
December 1, 2020 - November 30, 2021	\$49,168.83
December 1, 2021 - November 30, 2022	\$49,743.79
December 1, 2022 thru the end of the 3rd Year of the Extension Term	\$50,225.94
Year 4 of the Extension Term	\$50,784.15
Year 5 of the Extension Term	\$51,359.11

After the Occupancy Commencement Date, the parties will execute a Memorandum of Commencement Date similar to the attached Exhibit A documenting the changes to the term length and monthly rent paid for the entire Premises.

**6. Tenant Improvements**

Landlord at its sole cost and expense will complete the tenant improvements (“**Tenant Improvements**”) pursuant to a space plan developed by Drewry Martin Architects dated September 19, 2019, attached hereto and incorporated herein as **Exhibit B**. Additionally, Landlord at its sole cost and expense will complete Tenant Improvements by the Occupancy Commencement Date, including a ramp for a person or people with disabilities serving the secured parking area and connecting to the lobby entryway on the building’s west side.

Exhibit C: Work Letter from the Original Office Lease is incorporated into this Amendment and amended as follows:

Section 1. Basic Work Letter Information is deleted in its entirety, including any references to allowances and rent reduction.

The first full paragraph of EXHIBIT A to Work Letter Base Building Improvements is deleted in its entirety and replaced as follows:

As part of Landlord’s obligation to construct, at its sole cost and expense, the improvements outlined in Exhibit B of this Amendment, Landlord, at its sole cost and expense, will also perform the following work:

- 1 Keep the existing T-Bar ceiling; however:
  - a. Replace any bent or damaged sections of the T-bar;

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- b. Ensure that the entire ceiling system is level with no sagging;
- 2 Clean the existing ceiling mounted return and supply HVAC devices.
- 3 Install appropriate transition strips from the flooring provided and installed by Landlord in the room to receive Tenant's exercise or workout equipment.
- 4 Reuse the existing ceiling tiles within any particular room provided they substantially match
- 5 Re-stripe the parking area, including the area within the secured perimeter fence and the remainder of the Property, so that the spaces are clearly marked and parking for a person or people with disabilities is provided in an amount appropriate for the occupancy.
- 6 Modify the door that is presently located at the northerly end of the first floor of the Premises to remove the existing assist controls for a person or people with disabilities. The door must be replaced with a typical closer with a lockset compatible to other exterior door locksets of the building. To the extent that the design of the building must have accessible door opening devices for a person or people with disabilities, the doors entering the building from the secured parking area must be equipped with an automatic opener and any other controls required to make doors accessible for a person or people with disabilities.

Sections 6.2 and 6.3 referencing Additional Tenant Improvements are hereby deleted and of no further force or effect.

The second, third, fourth, and fifth paragraph of EXHIBIT A to Work Letter Base Building Improvements remain in full force and effect for the Original Office Lease and this Amendment.

**7. Conditions**

In the event the Occupancy Commencement Date has not occurred by June 1, 2020, then the terms and conditions of the Original Office Lease shall prevail and this amendment shall have no further effect and not be binding upon the City, its successors or assigns.

**8. Assignment of the Lease**

Pursuant to Section 28 of the Lease, Tenant has the right to assign the Lease to an executive agency of the State of Texas, considered an affiliated entity as that term is referenced in Section 28 of the Lease. In the event Tenant decides to assign the Lease to the State of Texas, the Landlord will assign all of the obligations of Tenant to the State of Texas after the date of the assignment, (Assignment Effective Date). The City remains, both contractually and financially, responsible for all obligations arising prior to the Assignment Effective Date. From the Assignment Effective Date until the Lease is terminated, the City is released of any and all obligations under the Lease, both contractual and financial, and the following provisions will be incorporated into the Lease:

The Parties agree to amend Section 5.05., by deleting the entire paragraph and replacing it with Section 5.05. as follows:

Section 5.05. Vacate the Premises, surrender the Premises to Landlord in broom clean condition and return all keys to the Premises promptly upon expiration of the Term,

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subject to any holdover rights expressly set forth in this Lease. On surrender, Tenant will, upon request by Landlord, remove from the Premises its personal property, trade fixtures, and any alterations required to be removed by Landlord and repair any damage to the Premises caused by the removal within 30 days after vacating the Premises.

The Parties agree to amend Section 11.01., by adding the following paragraph:

Consistent with the policies of the State of Texas, a state government agency does not acquire commercial general liability insurance for torts committed by its employees who are acting within the scope of their employment. The Texas Tort Claims Act provides, "that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment..." Liability of the state government under these provisions is limited to money damages in a maximum amount of \$250,000 for each person and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

The Parties agree to amend the Lease to add Section 13.10., as follows:

Section 13.10. LANDLORD MUST DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND DPS, AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF LANDLORD OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS LEASE AND ANY PURCHASE ORDERS ISSUED UNDER THIS LEASE. THE DEFENSE MUST BE COORDINATED BY LANDLORD WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND LANDLORD MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. LANDLORD AND DPS AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Parties agree to amend the Lease, **Section 20. Appropriations**, by adding the following:

If a state agency (whose authority and appropriations is subject to the actions of the Texas Legislature and the United States Congress) or the subject matter of this Lease become subject to a legislative or regulatory change, the revocation of statutory or regulatory authority, or a lack of appropriated funds which would render the performance to be provided under this Lease impossible, unnecessary, void, or substantially amended or that would terminate the appropriations for this Lease, this Lease will immediately terminate without penalty to, or any liability whatsoever on the part of terminating party, the State of Texas, and the United States. This Lease does not grant Landlord a franchise or any other vested property right.

The Parties agree to amend the Lease, Section 23.01, *Applicable Law*, by deleting the entire

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paragraph and replacing it with Section 23.01., as follows:

23.01. *Applicable Law.* This Agreement is entered into in San Antonio, Bexar County, State of Texas. **Its Construction and The Rights, Remedies, And Obligations Arising Under It Are Governed by The Laws of The State Of Texas.** But the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. Both parties' obligations under this Agreement are performable in San Antonio, Bexar County, Texas.

The Parties agree to amend Section 23.02., *Severability*, by deleting the entire paragraph and replacing it with Section 23.02., as follows:

23.02. *Severability.* The Parties acknowledge that if a dispute between the Parties arises out of this Lease or the subject matter of this Lease, they would want the court to interpret this Lease as follows:

- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Lease will remain in effect as written;
- C. By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- D. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Lease, by holding the entire Lease unenforceable.

The Parties agree to amend the Lease, Section 23.07., *Notices*, by adding the following:

Notice to DPS:  
Department of Public Safety of the State of Texas  
5805 North Lamar  
Austin, Texas 78752  
Attention: Eddie King  
Phone: 512-424-7807

The Parties agree to amend Section 23.17., *Force Majeure*, by deleting the entire paragraph and replacing it with Section 23.17., as follows:

23.17. *Force Majeure.* Neither Party will be liable to the other for any delay in or failure of performance, of any requirement included in this Lease caused by *force majeure*. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. *Force majeure* is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemic, court orders, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by the exercise of all reasonable due diligence, such Party is unable to



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overcome. Each Party must inform the other in writing, with proof of receipt, within three business days of the existence of such *force majeure*, or otherwise waive this right as a defense.

The Parties agree to amend the Lease, Section 23, Miscellaneous, by adding the following:

Section 23.19. *Right to Audit.*

- A. Under Tex. Gov't Code § 2262.154, the State Auditor's Office, or successor agency, may conduct an audit or investigation of Landlord or any other entity or person receiving funds from the State directly under this Lease or indirectly through a subcontract under this Lease.

Landlord understands that acceptance of funds by Landlord or any other entity or person directly under this Lease or indirectly through a subcontract under this Lease acts as acceptance of the authority of the State Auditor's Office, or any successor agency, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

Under the direction of the legislative audit committee, Landlord or other entity that is the subject of an audit or investigation must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

The Lease may be amended unilaterally by DPS to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement of Tex. Gov't Code § 2262.154.

Landlord must ensure that this section's provisions concerning the authority to audit funds received either directly or indirectly by subcontractors through Landlord and the requirement to cooperate is included in any subcontract that the Contractor awards.

- B. DPS reserves the right to audit Landlord's records and documents regarding compliance with this Lease. Landlord is also subject to audit by any other department or agency, including federal agencies, responsible for determining that DPS and Landlord have complied with the applicable laws, procedures, policies, and best practices.
- C. In the event such an audit reveals any errors by DPS or Landlord, Landlord must refund DPS the full amount of such overpayments within 30 days of Landlord's receipt of notice of such audit findings. DPS reserves the right, in its sole discretion, to deduct such amount owing to DPS from any payments to Landlord.

Section 23.20. *Contracts With Companies Who Boycott Israel Prohibited.* Under Tex. Gov't Code § 2271.002, DPS may not enter into a contract (valued at \$100,000 or more) with a company (as defined by Tex. Gov't Code § 808.001, but excluding sole proprietors and those companies who employ 10 or fewer employees) that boycotts Israel.

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Section 23.21. *Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited.* Under Tex. Gov't. Code § 2252.152, DPS may not enter into a contract with a company (as defined by Tex. Gov't Code § 806.001) that is identified on a list prepared and maintained by the comptroller under Tex. Gov't Code §§ 806.051, 807.051, or 2252.153. Landlord (if defined as a company under Tex. Gov't Code § 806.001) certifies that it is not identified on a list prepared and maintained by the comptroller under Tex. Gov't Code §§ 806.051, 807.051, or 2252.153.

Section 23.22. *Business Continuity and Disaster Recovery Plan.* As required by 13 Tex. Admin. Code § 6.94(a)(9), DPS must require a third-party custodian of electronic state records to provide DPS with descriptions of its business continuity and disaster recovery plans regarding how the custodian will protect DPS's vital state records.

Section 23.23. *Uniform General Conditions.* This Lease incorporates by reference the Texas Facilities Commission's Uniform General Conditions (UGC) in its current version and as may be subsequently amended. The UGC may be viewed at:  
<http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/>.

Section 23.24. *Notice Under Tex. Gov't Code § 2261.252.* Under Tex. Gov't Code § 2261.252, DPS may not enter into a contract for the purchase of goods or services with a private vendor if members of the Public Safety Commission or certain positions within the agency including the Executive Director, the General Counsel, the Procurement Director, or their covered family members have a financial interest in the vendor. Any contract found to violate Tex. Gov't Code § 2261.252 is void.

Section 23.25. *Antitrust.* Landlord assigns to DPS any and all claims for overcharges associated with this Lease arising under the antitrust laws of the United States, 15 U.S.C.A. Section 1, *et seq.* (1973), and the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code, § 15.01, *et seq.* (1967).

Section 23.26. *Sales and Use Tax.* DPS, as an agency of the State of Texas, qualifies for exemption from state and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act.

Section 23.27. *Disclosure of Interested Parties.* If DPS determines that Tex. Gov't Code § 2252.908 may apply this Lease, DPS will advise Landlord of its obligation to disclose interested parties to the Texas Ethics Commission (TEC) and DPS as specified in the statute. If Landlord is excepted under the limited provisions of Tex. Gov't Code § 2252.908(c), Landlord must affirmatively tell DPS and provide written documentation proving its exception to execute a contract with DPS, Lessor must submit the required disclosures to TEC by completing TEC Form 1295, Certificate of Interested Parties. Even if Landlord has no interested parties to disclose, Landlord must still complete the TEC Form 1295 process to affirmatively declare that it has no interested parties. TEC Form 1295 is an online form available at TEC's website:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

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Upon completion, Landlord must submit the form online to TEC and then print the completed form that includes the Certificate Number automatically assigned by TEC. Landlord's authorized agent must fill out all portions of the form, including the unsworn declaration, sign the printed form, and submit the form to DPS. The address for submission will be provided to the potential awardee(s). For further information, see Tex. Gov't Code § 2252.908 and 1 Tex. Admin. Code 46 as well as TEC's website. If Landlord does not timely submit a completed, declared, and signed TEC Form 1295 to DPS, DPS is prohibited by law from executing a contract to Landlord, even if Lessor is otherwise eligible for award. DPS may award the contract to the next successful potential awardee, who will then be subject to this procedure.

Section 23.28. *Certifications.* Landlord certifies and affirms to the following:

- A. By signing this Lease, including all incorporated documents and exhibits, Landlord makes all the representations and certifications included in this Lease. If Landlord signs this Lease with a false statement or it is subsequently determined that Landlord has violated any of the representations or certifications included in this Lease, Landlord will be in default under this Lease and DPS may terminate or void this Lease for cause and pursue other remedies available to DPS under this Lease and applicable law.

Landlord has a continuing duty to amend, supplement, or correct any such representations or certifications in writing to DPS not later than ten days after discovering additional information relating to any of its representations or certifications.

- B. Landlord certifies that it has not employed and will not employ a former DPS employee or state officer who participated in a procurement or contract negotiation for DPS involving Landlord before the second anniversary of the date the contract is signed.
- C. Under Tex. Gov't Code § 572.069, Landlord certifies that it has not employed and will not employ a former DPS employee or state officer who participated in a procurement or contract negotiation for DPS involving Landlord before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.

This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

- D. Landlord represents and warrants that DPS payments to Landlord and Landlord's receipt of appropriated or other funds under this Contract are not prohibited by the Tex. Gov't Code §§ 556.005 and 556.008.
- E. Lessor represents and warrants that it will comply with the requirements of the immigration and nationality act (8 U.S.C. § 1101 et seq.) and all subsequent

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immigration laws and amendments.

- F. Under Tex. Gov't Code § 2155.004, the Landlord certifies that the individual or business entity named in this Lease is not ineligible to receive the specified contract and acknowledges that this Lease may be terminated and payment withheld if this certification is inaccurate.
- G. Under Tex. Fam. Code § 231.006 (relating to child support), the individual or business entity named in this Lease is eligible to receive the specified payment and acknowledges that this Lease may be terminated and payment withheld if this certification is inaccurate.
- H. Landlord certifies it is in compliance with Tex. Gov't Code § 669.003, relating to contracting with an executive of a state agency. If § 669.003 applies, the Landlord must provide the following information as an attachment to this Lease: name of former executive; name of state agency; date of separation from state agency; position with the Landlord; and date of employment with the Landlord.
- I. Landlord certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Landlord is in compliance with the State of Texas statutes and rules relating to procurement and that Landlord is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>.
- J. Under Tex. Gov't Code § 2155.006, Landlord certifies that the individual or business entity named in this Lease is not ineligible to receive the specified lease and acknowledges that this Lease may be terminated and payment withheld if this certification is inaccurate.
- K. Under Tex. Gov't Code § 2261.053, Landlord certifies that the individual or business entity named in this Lease is not ineligible to receive the specified lease and acknowledges that this Lease may be terminated and payment withheld if this certification is inaccurate.
- L. Payment to Landlord and Landlord's receipt of appropriated or other funds under this Lease are not prohibited by Tex. Gov't Code §§ 556.005 or 556.008, relating to the prohibition of using state funds for lobbying activities.

The Parties agree to amend Section 24. Public Information, by deleting the entire paragraph and replacing it with Section 24 as follows:

**24. Public Information.** Notwithstanding any provisions of this Lease to the contrary, Landlord understands that DPS must comply with the Texas Public Information Act (Chapter 552, Tex. Gov't Code) as interpreted by judicial opinions and opinions of the

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Attorney General of the State of Texas. Information, documentation, and other material in connection with this Lease may be subject to public disclosure pursuant to the Texas Public Information Act. Within three calendar days of receipt, Landlord must refer to DPS any third party requests received directly by Landlord for information to which Landlord has access as a result of this Lease. Any part of this Lease that is of a confidential or proprietary nature must be clearly and prominently marked as such by Landlord. Landlord is required to make any information created or exchanged with the state pursuant to this Lease and not otherwise excepted from disclosure under the Texas Public Information Act available in a format that is accessible by the public at no additional charge to the state.

[Signature Page Follows]

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In Witness Whereof, the Parties have caused their representatives to set their hands:.

**Tenant:**  
**City of San Antonio,**  
a Texas municipal corporation

**Landlord:**  
Brass LeftOut, LLC,  
a limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved As To Form:**

\_\_\_\_\_  
City Attorney

THE STATE OF TEXAS §  
COUNTY OF BEXAR §

This instrument was acknowledged before me on this date by \_\_\_\_\_, of the City of San Antonio, a Texas municipal corporation, in the capacity therein stated and on behalf of that entity.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF BEXAR §

This instrument was acknowledged before me on this date by \_\_\_\_\_, of the Brass LeftOut, LLC, a limited liability company, in the capacity therein stated and on behalf of that entity.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_

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**Exhibit A: Occupancy Commencement Memorandum**

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**Landlord:** Brass LeftOut, LLC

**Tenant:** City of San Antonio

**Lease:** SAPD TAG Lease for the Houston Building office space consisting of approximately 36,400 Rentable SF

**Authorizing Ordinance:**

*Predicate Facts:*

Landlord and Tenant are parties to the Lease, which was authorized by the Authorizing Ordinance.

The Lease Term is four years following the Occupancy Commencement Date

For their mutual benefit, the parties now wish to memorialize the actual Occupancy Commencement Date of the Lease's Term.

*Rights and Obligations:*

Now therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**1. Defined Terms.**

All terms used in this memorandum and not otherwise defined herein but defined in the Lease have the meanings ascribed to them in that instrument.

**2. Occupancy Commencement.**

The Occupancy Commencement Date is \_\_\_\_\_. The term length shall be for four years from the Occupancy Commencement Date ending on \_\_\_\_\_.

**3. Rent**

Commencing on the Occupancy Commencement Date, Monthly Rent for the Entire Premises shall be paid according to the First Amendment of Lease Agreement authorized by Ordinance \_\_\_\_\_.

**4. No Default.**

As a part of the inducement to Landlord to execute and deliver this consent, Assignor represents to Landlord and Assignee that:

- a. The Lease is in full force and effect according to its terms.
- b. Neither party is in default under the Lease.

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c. Neither party has any offset or claim against the other that would reduce or impair its obligations under the Lease.

**5. Conflict of Terms.**

This instrument controls over anything to the contrary in the Lease.

In Witness Whereof, the parties have caused their representatives to set their hands.

City of San Antonio, a Texas municipal corporation

Brass LeftOut, LLC a Texas limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney



