

AN ORDINANCE 2014 - 01 - 30 - 0052

AUTHORIZING AN AMENDMENT TO THE LEASE WITH THE UNITED STATES TRANSPORTATION SECURITY ADMINISTRATION AT SAN ANTONIO INTERNATIONAL AIRPORT UPDATING THE RENTAL RATE AND EXTENDING THE LEASE TERM THROUGH FEBRUARY 28, 2015.

* * * * *

WHEREAS, the Aviation and Transportation Security Act of 2001 requires that the Transportation Security Administration (TSA) establish security checkpoints for passenger and baggage screening at commercial airports; and in conjunction with its mission, TSA has ancillary space needs for offices, break rooms, and parking to support its daily operations; and

WHEREAS, City Council authorized a lease with TSA for passenger office space, break rooms and parking spaces at San Antonio International Airport in November 2011, and it is now necessary to extend the term and update rental rates; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee is authorized to execute the amendment to the lease with TSA updating the rental rate and extending the term through February 28, 2015, a copy of which is set out in **Attachment 1**.

SECTION 2. Funds generated by this ordinance will be deposited as per the table below:

Amount	General Ledger	Internal Order	Fund
\$5,280.00	4405300	233000000025	51001000
\$756,146.50	4409018	233000000016	51001000
Total Amt \$761,426.50			

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

KRH
01/30/14
Item No. 11

SECTION 4. This Ordinance shall be effective immediately upon the receipt of eight (8) affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 30th day of January, 2014.

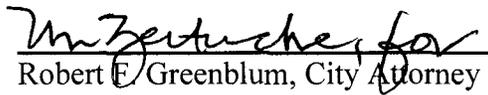

M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Robert E. Greenblum, City Attorney

Agenda Item:	11 (in consent vote: 6, 7, 8, 10, 11, 12, 14, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 27, 27A, 27B)						
Date:	01/30/2014						
Time:	11:49:00 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an amendment to a lease agreement with the United States Government through the General Services Administration for the Transportation Security Administration to extend the term for an additional 16 months at the San Antonio International Airport. [Ed Belmares, Assistant City Manager; Frank Miller, Director, Aviation]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		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				x
Joe Krier	District 9		x			x	
Michael Gallagher	District 10		x				

ATTACHMENT 1

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

TO LEASE NO. **GS-07B-16834**

ADDRESS OF PREMISES 9800 Airport Blvd.
San Antonio, TX. 78216

THIS AGREEMENT, made and entered into this date by and between City of San Antonio

whose address is City of San Antonio
9800 Airport Blvd.
San Antonio, TX 78216-4888

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease;

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 1, 2013, as follows:

The purpose of this Lease Amendment No. 3 is to extend the term of the lease for a period of 16 months, to establish the annual rent, and to establish termination rights.

The lease is amended to extend the lease for a period beginning November 1, 2013 and ending February 28, 2015. The Government may terminate this lease in whole or in part at any time by giving at least 60 days notice in writing to the Lessor or upon acceptance of a new lease at the same location. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

The Government shall occupy 6,889 rentable square feet (6,889 usable square feet) and 8 surface and 0 structured parking spaces.

The annual rent is \$761,426.50.

The shell rent is \$163,332.74.

The operating rent is \$592,813.76.

The parking costs are \$5,280.00.

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____