

AN ORDINANCE 2008-09-04-0762

AUTHORIZING THE EXECUTION OF A FIVE-YEAR LICENSE AGREEMENT WITH THE UNITED STATES TRANSPORTATION SECURITY ADMINISTRATION FOR UTILITIES AND JANITORIAL SERVICES FOR PASSENGER CHECKPOINTS AND BAGGAGE SCREENING AT SAN ANTONIO INTERNATIONAL AIRPORT EFFECTIVE OCTOBER 1, 2007.

* * * * *

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 enabling federal legislation provides for TSA to reimburse airport owners for utilities and janitorial expenses incurred in conjunction with the operation of screening activities;

WHEREAS, the Aviation Department and TSA have negotiated a year-to-year agreement effective October 1, 2007, but not to extend beyond September 30, 2012, for reimbursement of utilities and limited janitorial services for screening points at San Antonio International Airport; **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 attached year-to-year agreement for reimbursement by the Transportation Security Administration to the City of utilities and janitorial services expenses at San Antonio International Airport screening points.

SECTION 2. Funds generated by this Ordinance will be deposited into Fund 51001000 Aviation Operations and Maintenance, Internal Order 233000000002 Aviation Administration, General Ledgers 4407952 Recov Opr Utilities or 4405927 Ava Cost Recovery.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director 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 4. This Ordinance shall take effect immediately upon passage by eight (8) affirmative votes; otherwise it shall be effective ten (10) days after its passage.

PASSED AND APPROVED this 4th day of September, 2008.

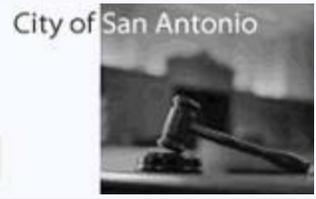

MAYOR
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 25

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|---------------------|---|
| Name: | 6, 7, 9, 10, 11, 12, 13, 14, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 32A, 32B, 32D |
| Date: | 09/04/2008 |
| Time: | 10:15:15 AM |
| Vote Type: | Motion to Approve |
| Description: | An Ordinance authorizing a five-year License Agreement with the United States General Services Administration at San Antonio International Airport for utilities and janitorial services for passenger checkpoints and baggage screening effective October 1, 2007. [Penny Postoak Ferguson, Assistant City Manager; Mark Webb, Director, Aviation] |
| Result: | Passed |

| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
|------------------------|-------------|-------------|-----|-----|---------|--------|--------|
| Phil Hardberger | Mayor | | x | | | | |
| Mary Alice P. Cisneros | District 1 | | x | | | | x |
| Sheila D. McNeil | District 2 | | x | | | x | |
| Jennifer V. Ramos | District 3 | | x | | | | |
| Philip A. Cortez | District 4 | | x | | | | |
| Lourdes Galvan | District 5 | | x | | | | |
| Delicia Herrera | District 6 | | x | | | | |
| Justin Rodriguez | District 7 | | x | | | | |
| Diane G. Cibrian | District 8 | | x | | | | |
| Louis E. Rowe | District 9 | | x | | | | |
| John G. Clamp | District 10 | | x | | | | |

LICENSE AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
THE CITY OF SAN ANTONIO
FOR USE OF SECURITY CHECKPOINT PREMISES
AT SAN ANTONIO INTERNATIONAL AIRPORT

This License Agreement ("AGREEMENT") is made and entered into on this 1 day of OCTOBER, 2007 by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter called "City"), which owns and operates the San Antonio International Airport (hereinafter "Airport"), acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved by the City Council on _____, 200____, and the United States of America acting through the Transportation Security Administration ("TSA"), together referred to as the "Parties."

1.0 AUTHORITY

1.1 The TSA enters into this AGREEMENT under the authority of the Aviation and Transportation Security Act of 2001, Pub. L. 107-71. ("ATSA") Under the terms of ATSA, TSA is required to deploy federal security screeners, Federal Security Managers, federal security personnel, and federal law enforcement officers to conduct screening of all passengers, property, and baggage at all airports, and to establish a program to screen cargo and ensure perimeter access security at all such airports. In order to carry out this statutory mandate, it is necessary for TSA to use certain airport space, facilities defined under federal law as "necessary security checkpoints." TSA has specific statutory authority under 49 U.S.C. §§ 106(m) and 114(m) to enter into this AGREEMENT.

1.2 City enters into this AGREEMENT pursuant to the above-referenced Ordinance.

2.0 PURPOSE

2.1 This AGREEMENT establishes TSA's use of the security checkpoints TSA needs to conduct baggage and passenger screening under the requirements of ATSA and other applicable federal laws. In order to improve airport security in a manner that meets the requirements of ATSA, it is necessary for TSA to use existing checkpoint space, and, in some cases to expand checkpoint space. In addition, this agreement provides for reimbursement to the City for costs incurred in connection with TSA's use of utilities necessary to conduct baggage and passenger screening at the security checkpoints.

3.0 USE OF PROPERTY

3.1 City is the owner and operator of that certain airport known as San Antonio INTERNATIONAL AIRPORT, located in the county of Bexar, State of Texas and having an address of 9800 Airport Blvd., San Antonio, Texas. ("Property").

3.2 This AGREEMENT covers the use of space that TSA believes is reasonably necessary for passenger and baggage screening operations. The specific areas covered by this AGREEMENT (referred to herein as "Space") are set out on the attached **Exhibit 1**. If TSA desires to increase the Space, it shall make such request in writing to City. City, acting by and through its Aviation Director, in its sole discretion shall approve in writing, such approval not to be unreasonably withheld, conditioned or delayed, the terminal building space allotted in **Exhibit 1** may be adjusted, reconfigured, enlarged or reduced, subject to the conditions of this AGREEMENT. If City does not provide such approval, TSA may proceed pursuant to its legal authority to provide security at Airport checkpoints. In addition temporary additions to and deletions from the Space, or temporary adjustments thereto, may be made at the verbal request of TSA.

3.3 TSA's use and occupancy of other areas at the Property, such as Federal Security Manager and staff offices, and other areas not deemed necessary checkpoint space, and are outside the scope of this Agreement.

3.4 City hereby agrees that TSA has the right to use the Space to screen passengers and their property, baggage, and cargo. Such use shall include the right to establish and use security checkpoints to place and operate equipment, as TSA deems necessary for TSA to perform its passenger and baggage screening function under federal law.

3.5 The ATSA authorizes TSA to acquire real property by purchase, lease, condemnation, or otherwise. This AGREEMENT shall not be considered a waiver of any rights that TSA may assert under ATSA with respect to the acquisition of property, nor with respect to TSA's authority to enter onto any Airport property to address security concerns; nor shall this AGREEMENT waive any rights that the City may assert in connection with such acquisition.

3.6 City provides the Space to TSA in "AS IS" condition as of the Effective Date of this AGREEMENT.

4.0 TERM

4.1 This AGREEMENT shall commence on October 1, 2007 and shall continue through September 30, 2008. This AGREEMENT may, upon mutual agreement, be renewed from year to year and otherwise upon the terms and conditions herein specified. This Agreement shall be automatically renewed on the anniversary of October 1, 2008 and every October 1 thereafter (the "Rollover Date"), unless either Party terminates this AGREEMENT by providing written notice of intent to terminate the AGREEMENT no later than sixty (60) days before the Rollover Date. If no such notice is given, the Parties agree that the AGREEMENT will be extended for an additional year; PROVIDED that no renewal shall extend this AGREEMENT beyond September 30, 2013. On the Rollover Date each year, the parties shall amend the AGREEMENT, if necessary, to reflect actual changes in the costs associated with Sections 8 and 9 below. In the event that TSA removes or adds any equipment covered by this Agreement, the parties shall execute an amendment to reflect such change.

5.0 TSA'S OPERATIONAL ACTIVITIES AT AIRPORT

City agrees that TSA has the following rights and privileges with respect to the Space:

5.1 The right to use the Space in connection with its screening and security operations at the Property.

5.2 The right to install, operate, maintain, repair, remove, and store equipment necessary for TSA's operations within the Space. TSA agrees to give notice to City and coordinate its screening activities with City whenever possible as well as coordinate installation of equipment. To the extent required under federal law, TSA's contractor will obtain all state and local permits required to perform any work under this paragraph. TSA will not perform any core drilling without the City's approval.

5.3 The right of TSA employees, agents, and contractors to freely access and use the Space in connection with TSA's performance of its security operations at the Property.

6.0 LIABILITY

6.1 TSA's liability for operations on Airport Premises shall be in accordance with federal law. TSA, as an instrument of the federal government has sovereign immunity. However, Transportation Security Administration, as an instrument of the Government of the United States, is self-insured for purposes of potential liability under the Federal Tort Claims Act, ("FTCA") 28 U.S.C.2671-2680 and 1346, and associated Regulations at 28 C.F.R. Part 14. (2002) Under the FTCA, airports, passengers, and other aggrieved parties may pursue a claim against TSA for damage to or loss of property, or personal injury or death caused by the negligent or wrongful act or omission of an employee of TSA while acting within the scope of employment, under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend TSA's liability beyond that existing under the FTCA or to preclude TSA from using any defense available at law or in equity. TSA does hereby agree to be liable to the extent of the Federal Tort Claims Act.

7.0 FEE

7.1 Pursuant to Section 517, Title V, of the Department of Homeland Security Appropriations Act, 2004, Public Law 108-90, 117 Stat.1137 (October 1, 2003), City agrees to provide use of the space at no cost to TSA as part of its obligation to comply with a security program and in recognition of the benefits that TSA's security function provides to Airport, passengers and others entering airport property. City reserves the right to impose rental charges for the Space if federal law may so permit in the future.

8.0 UTILITIES AND SERVICES

8.1 TSA is responsible for its own telecommunications services.

8.2 TSA shall reimburse City for utility charges in accordance with **Exhibit 2** attached to this AGREEMENT. TSA shall have the right to audit utility charges in accordance with the cost principles for state, local and Indian tribal governments contained in Office of Management and Budget Circular A-87, as revised. On the Rollover Date each year the utility charges shown on **Exhibit 2** will be adjusted to reflect any cost increase which has occurred during the

previous year. The same methodology, used to generate the original figures reflected on **Exhibit 2** will be utilized to make these adjustments.¹

8.3 In the event that changes in screening equipment are made, which will affect the amount of utility usage by TSA, the utility charges set out in Exhibit 2 shall be revised to account for such change. TSA agrees to notify the City in writing not fewer than fifteen (15) days prior to any substantial change of equipment.

8.4 TSA may pay any charges due under this AGREEMENT by electronic funds transfer, check, or other means. Any charges due under this AGREEMENT shall be due monthly and, to the extent appropriated funds are available, shall be paid within thirty (30) days of TSA's receipt of an invoice for such charges.

9.0 MAINTENANCE, REPAIR, AND OPERATION

9.1 City shall provide janitorial, cleaning services and supplies as may be necessary or required in the operation and maintenance of the Space through September 30, 2008. TSA shall reimburse City for its pro-rata share of City's cost to provide such janitorial and cleaning services in accordance with **Exhibit 3** attached to this AGREEMENT and for other maintenance costs incurred directly attributed to the actions of TSA personnel.

9.2 TSA may enter into contracts with third-parties for janitorial and cleaning services, in which case, upon sixty (60) days written notice from TSA of its intent to enter into such third-party contract(s), City shall be relieved of its obligation to provide such services under this Section 9 as of October 1, 2008, and TSA shall be relieved of its obligation to reimburse City under this Section 9 as of October 1, 2008.

9.3 City will maintain and keep in good repair security checkpoints (excluding TSA's equipment), including electrical, plumbing, and HVAC systems owned and operated by the City. TSA agrees to coordinate with City so as to not overload the electrical, plumbing, or HVAC systems associated with security checkpoints. TSA will not install or cause to be installed equipment or machinery that will place a load upon any floor exceeding the floor load per square foot area which such floor was designed to carry.

9.4 With the prior consent of TSA, such consent not to be unreasonably withheld, City may enter the Space used by TSA for the performance of City's obligations under federal law or other lawful purpose. Notwithstanding the foregoing, City will comply with all applicable federal security requirements (including badging and maintenance of sterile area) and will use its best efforts to minimize the disruption of TSA operations.

10.0 IMPROVEMENTS OR ALTERATIONS

¹ Methodology for Exhibit 2: Utility costs for T1 & T2 for a one year period were based on the per KWH Energy Charge, Fuel Adjustment and Regulatory Adjustment rates charged to the City of San Antonio Aviation Department by CPS Energy. The figures provided by TSA showing KWH used per day by each piece of TSA equipment used (see Exhibit 1) were then multiplied by the Rate per KWH to arrive at the utility cost per day of each piece of TSA equipment. That result was then multiplied by 365 to establish an annual cost and divided by 12 to establish the monthly fee.

10.1 TSA shall have the right to make such additions, improvements, modifications, revisions or other alterations within the Space as are necessary for required security operations at the Property. To the extent required under federal law, TSA's contractors will abide by state and local permitting requirements when making alterations to the Space. City shall use its best efforts to support TSA in obtaining the required permits in a timely fashion so as to minimize delay.

10.2 TSA shall, whenever possible, notify City in advance when any additions, improvements, modifications, revisions or other alterations to the Space are planned, and shall coordinate such alterations with City. In addition, upon completion, TSA will allow City to inspect the same and will provide an updated set of working drawings showing the current as-built condition of the Space. City will safeguard such as-built drawings from unauthorized access or disclosure as Sensitive Security Information in accordance with the requirements of 49 C.F.R. Part 1520.

10.3 Any and all furniture and equipment or other personal property placed or installed within the Space by TSA shall, at TSA's option, remain TSA's personal property, notwithstanding the fact that it may be affixed or attached to the space and shall remain the property of TSA during the term of this AGREEMENT and, at TSA's option, be removable by TSA at any time from the Space.

11.0 GOVERNING LAW

11.1 Federal law governs this AGREEMENT. City shall comply with all federal, state and local laws applicable to Airport as owner of the Property. TSA will comply with all federal, state and local laws applicable to and enforceable against TSA under federal law, provided that nothing in this AGREEMENT shall be construed as a waiver of any sovereign immunity of the TSA. City is required by the terms of certain grant assurances entered into with the Federal Aviation Administration to include certain clauses in all contracts. TSA shall be bound by those clauses to the degree required by federal law.

12.0 DISPUTE RESOLUTION

12.1 When possible, disputes under this AGREEMENT shall be resolved through good faith discussions between the appropriate City representative and the Contracting Officer. If a dispute cannot be resolved through such discussions, the dispute shall be submitted to the Office of Dispute Resolution for Acquisition ("ODRA"). ODRA acts on behalf of TSA, pursuant to a Memorandum of Agreement dated September 23, 2002, to manage TSA's dispute resolution process and to recommend decisions on matters concerning contract disputes. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions.

13.0 SUCCESSORS AND ASSIGNS BOUND BY COVENANTS

13.1 This AGREEMENT shall bind, and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

14.0 SEVERABILITY

14.1 In the event any term, covenant, condition or provision of this AGREEMENT is held by any court or tribunal of competent jurisdiction to be invalid or in conflict with any law, rule, order or regulation of the Federal Aviation Administration or TSA, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained.

15.0 NOTICES

15.1 Any notice, demand, request, consent, or approval that either Party may or is required to give the other, shall be in writing, and shall be either personally delivered or sent by first class mail, postage prepaid, or overnight courier, addressed as follows:

To City:
City Clerk of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

To TSA:
Mr. Jim Dawson
Contracting Officer
TSA - 25
601 South 12th Street
Arlington, VA 22202

with copy to:
Aviation Director
City of San Antonio
9800 Airport Blvd.
San Antonio, Texas 78216

with copy to:
Federal Security Director

16.0 INTEGRATED AGREEMENT

16.1 This AGREEMENT, upon execution, contains the entire agreement of the parties as to the usage of utilities at checkpoints, and no prior written, or oral agreement, express or implied, shall be admissible to contradict the provisions of this AGREEMENT as to the terms of use for those utilities. There may exist other agreements between the Parties as to other matters, which are not affected by this AGREEMENT and are not included within this integration clause.

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17.0 WAIVER

17.1 No failure by either Party to insist upon the strict performance of any provision of this AGREEMENT or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial compensation (if applicable) or other performance by either Party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

IN WITNESS WHEREOF, the Parties have entered into this AGREEMENT by their duly authorized officers as of the dates indicated below.

LESSOR: City of San Antonio

**TRANSPORTATION SAFETY
ADMINISTRATION**

By: _____
Sheryl Sculley, City Manager

By: James J Dawson
TSA Contracting Officer

Date: _____

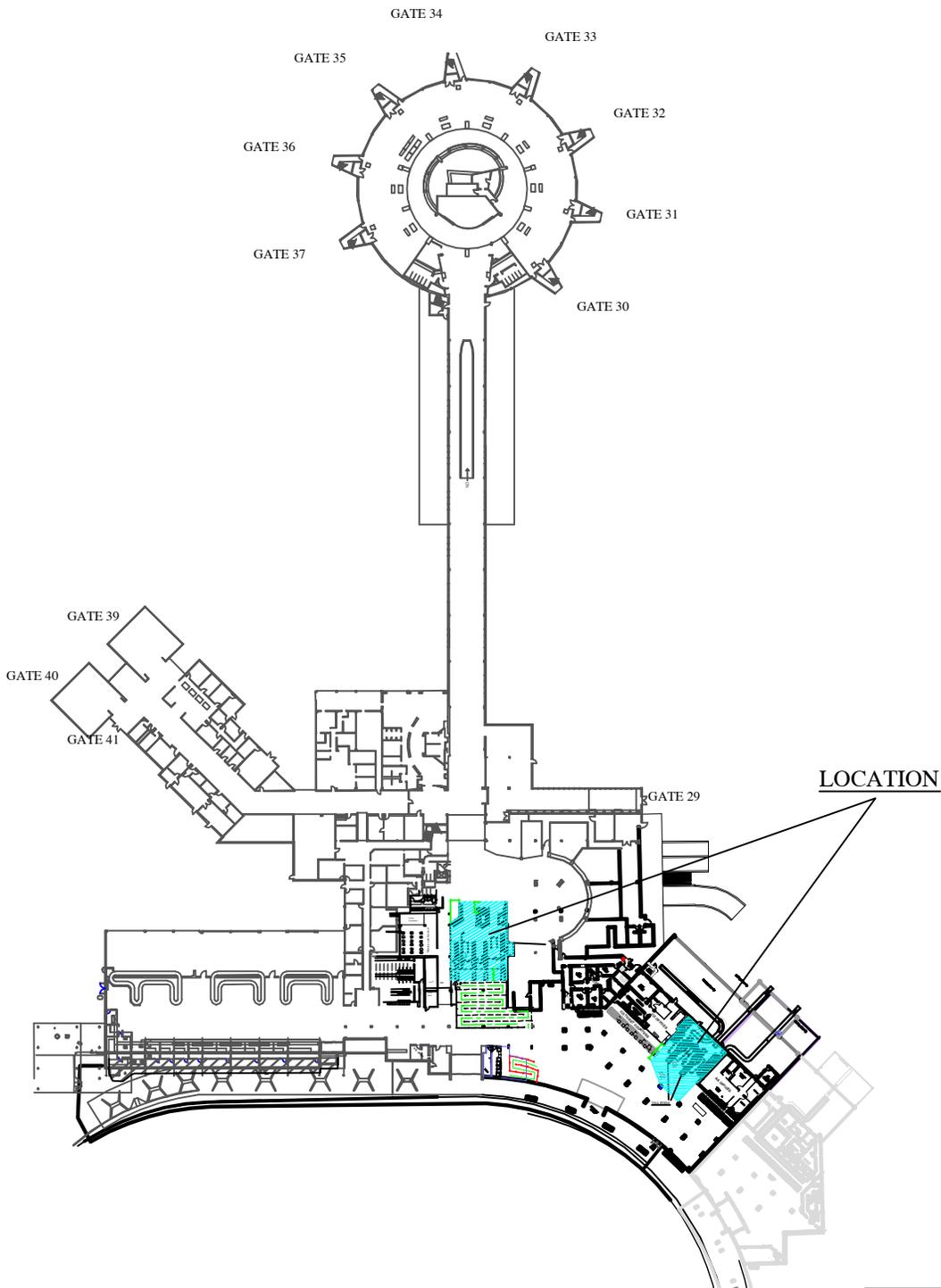
ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**EXHIBIT 1
SPACE**



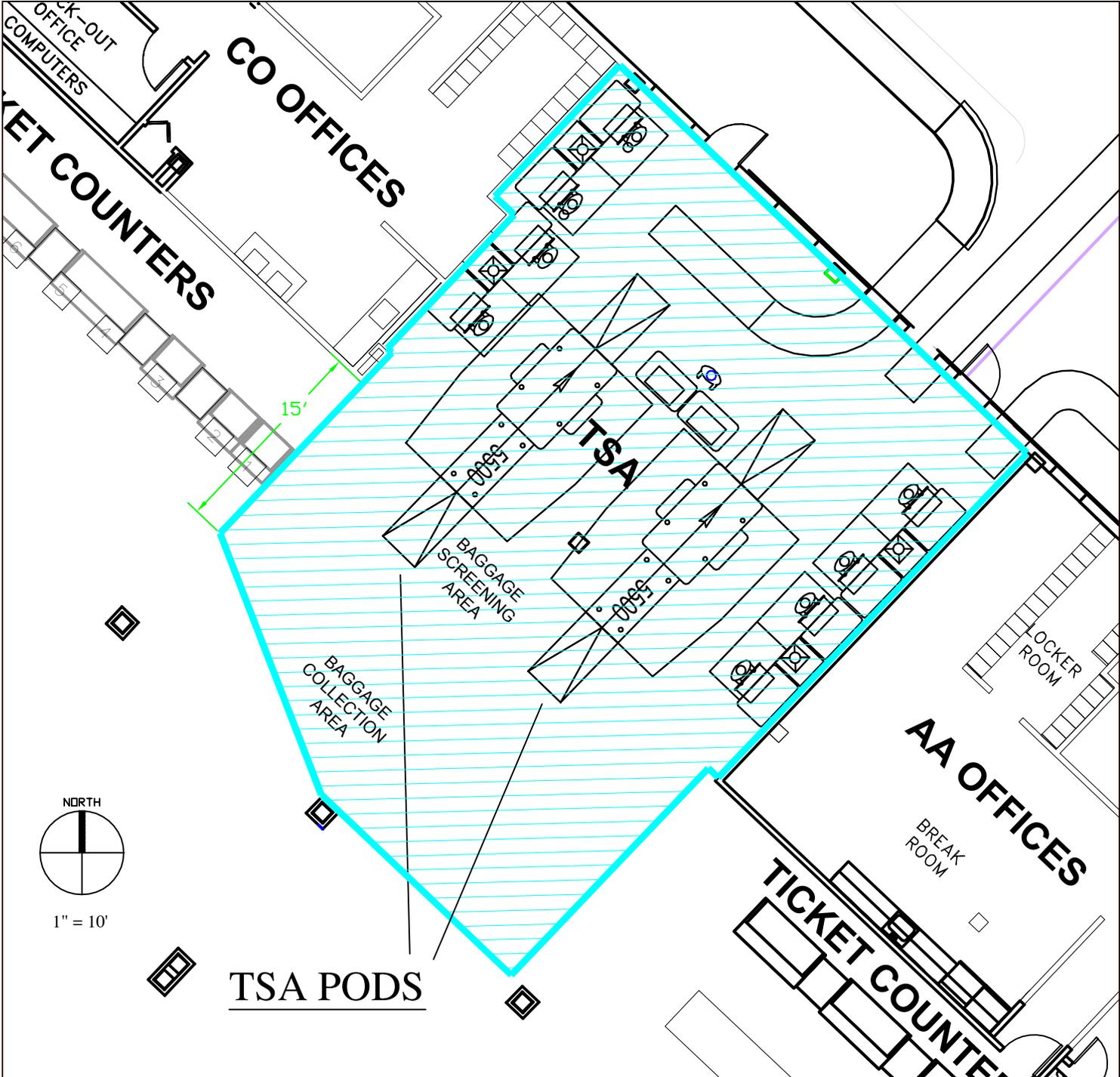
**SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL II
TSA POD/CK PT. LOCATIONS
TOTAL = 4,596 SQ.FT.**

**EXHIBIT 1 page 8/10
FOR PREMISES LEASED**

TSA

*at SAN ANTONIO
INTERNATIONAL AIRPORT*

LEASE No. 0000



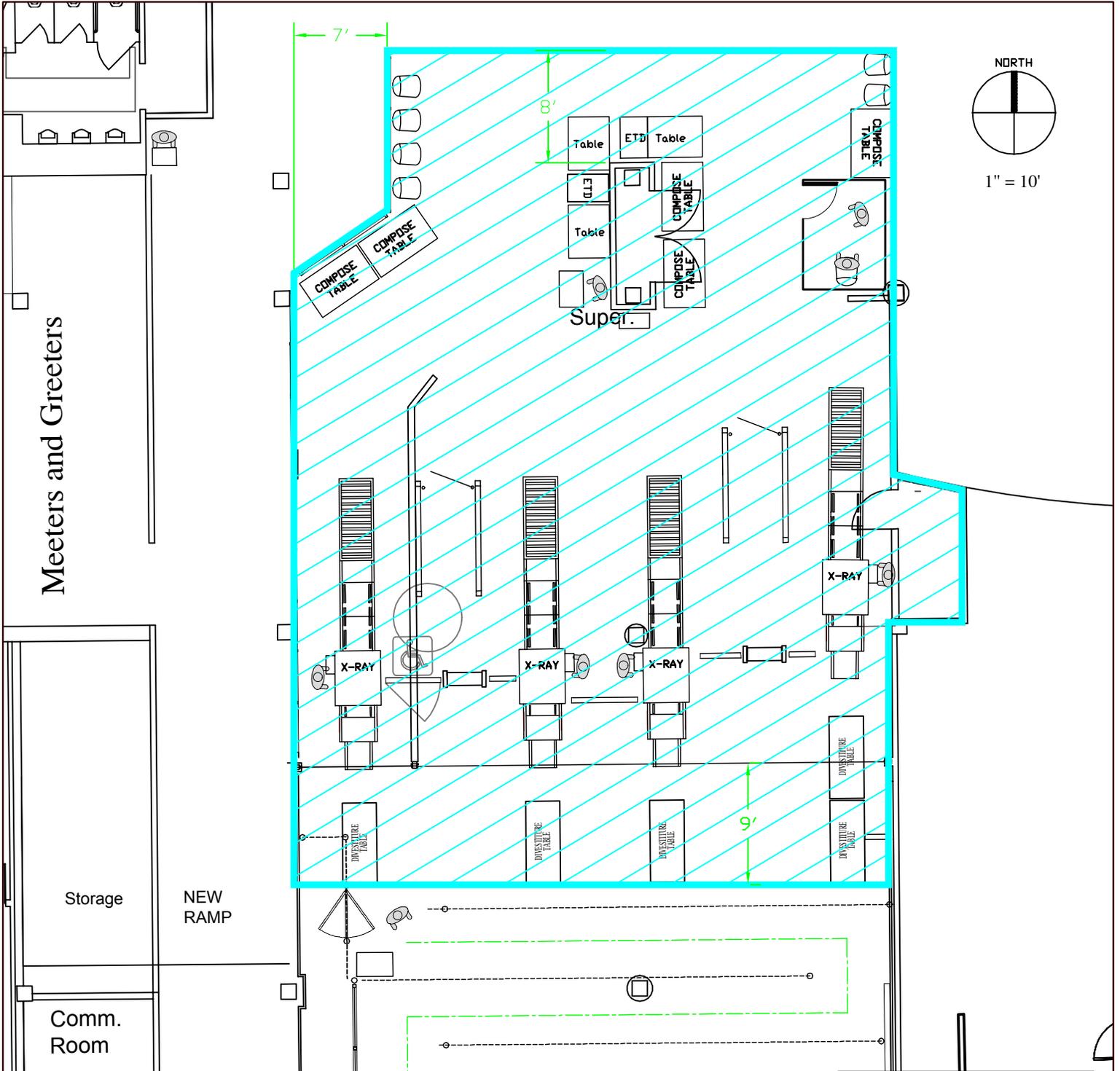
SAN ANTONIO INTERNATIONAL AIRPORT
 TERMINAL II
 TSA PODS
 TOTAL = 1,982 SQ.FT.

EXHIBIT 1 page 9/10
 FOR PREMISES LEASED

TSA

at SAN ANTONIO
 INTERNATIONAL AIRPORT

LEASE No. 0000



Meeters and Greeters

Storage

NEW RAMP

Comm. Room

Super.

Table
ETD
Table
COMPOSE TABLE
COMPOSE TABLE

COMPOSE TABLE
COMPOSE TABLE

COMPOSE TABLE

X-RAY

X-RAY

X-RAY

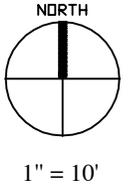
X-RAY

INVESTIGATIVE TABLE

INVESTIGATIVE TABLE

INVESTIGATIVE TABLE

INVESTIGATIVE TABLE



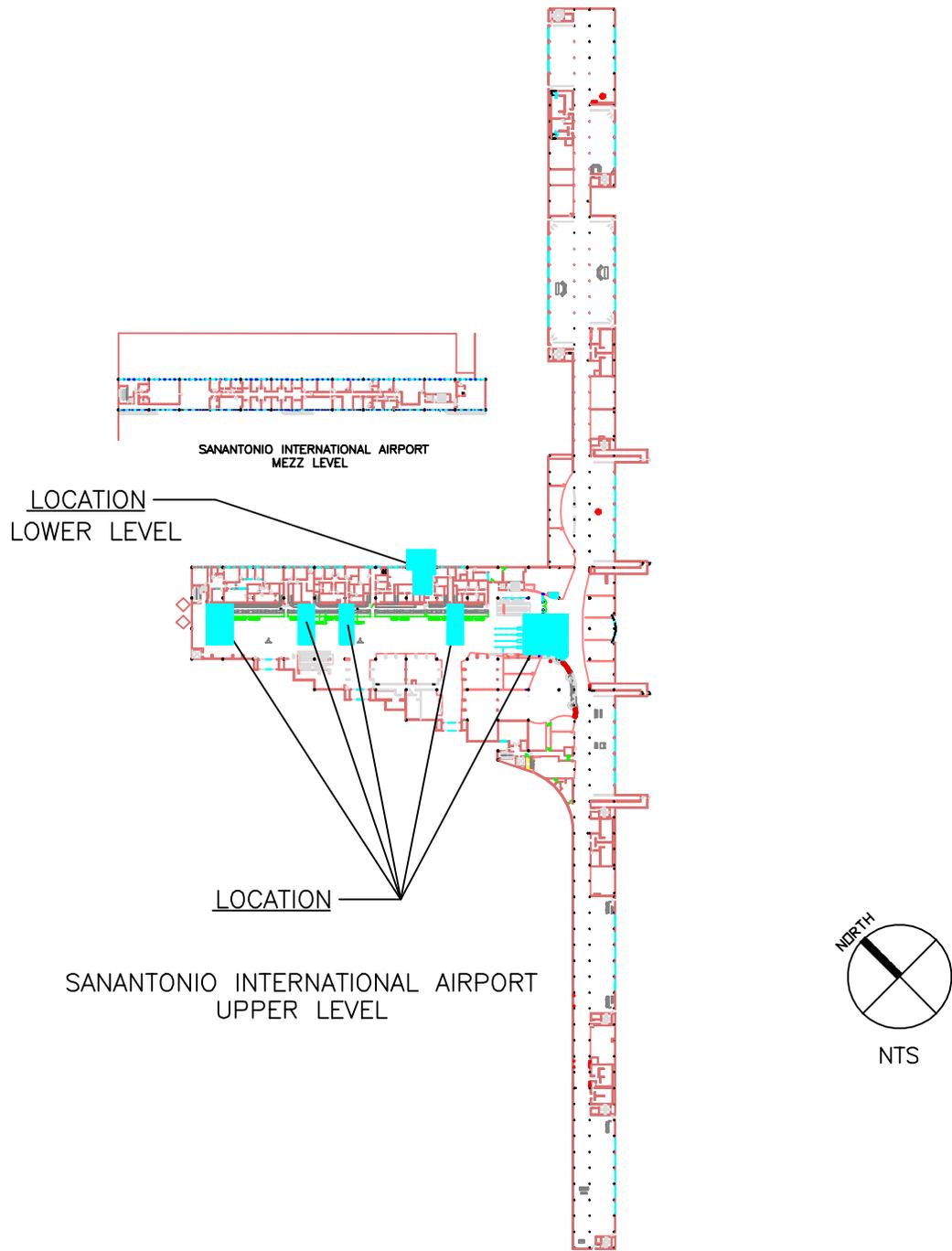
SAN ANTONIO INTERNATIONAL AIRPORT
 TERMINAL II
 TSA CHECK POINT
 TOTAL = 2,614 SQ.FT.

EXHIBIT 1 page 10/10
 FOR PREMISES LEASED

TSA

at SAN ANTONIO
 INTERNATIONAL AIRPORT

LEASE No. 0000



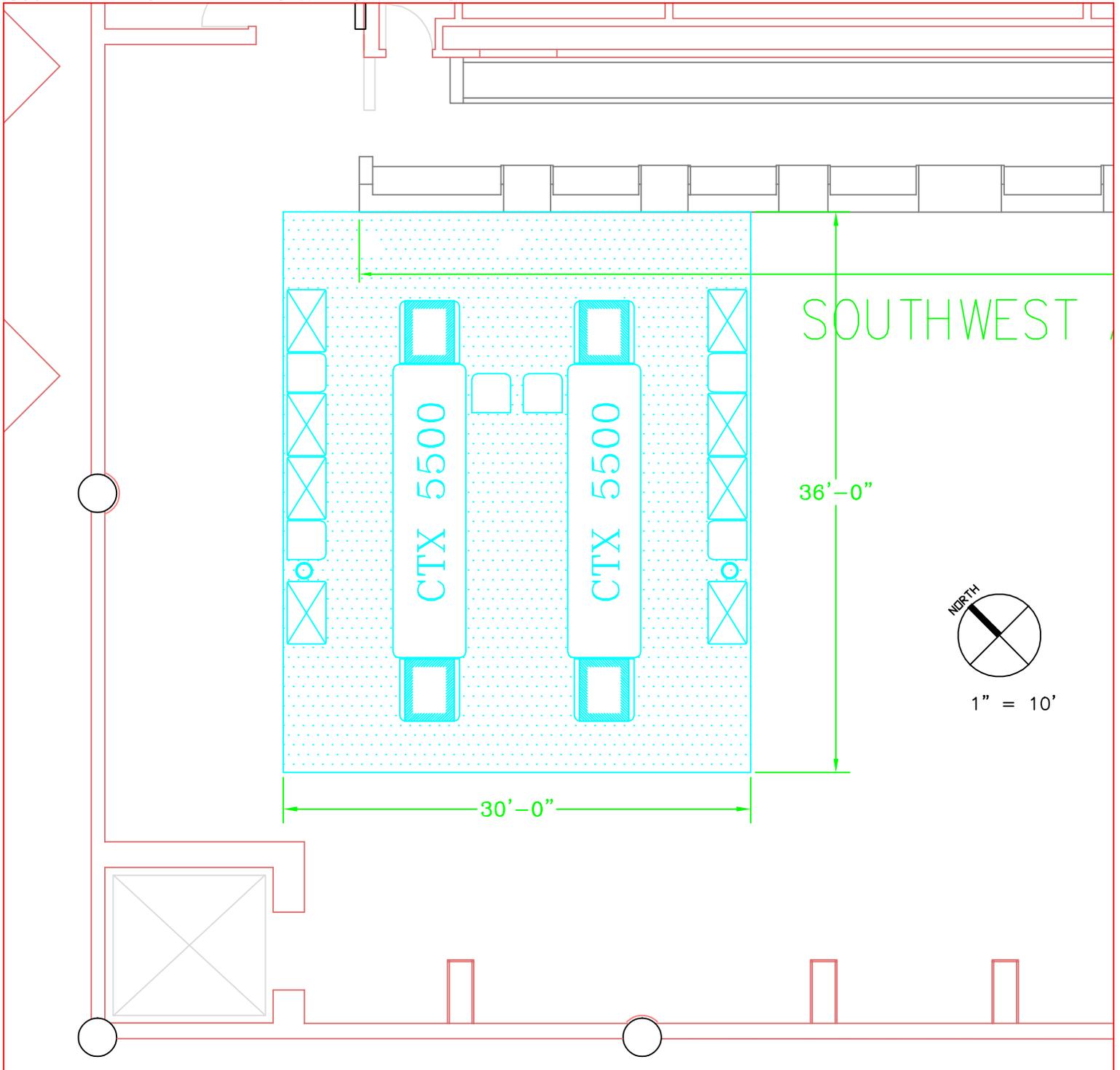
**SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL 1 UPPER LEVEL
TSA POD LOCATIONS**

**EXHIBIT 1 page 1/10
FOR PREMISES LEASED**

TSA PODS

*at SAN ANTONIO
INTERNATIONAL AIRPORT*

LEASE No. 0000



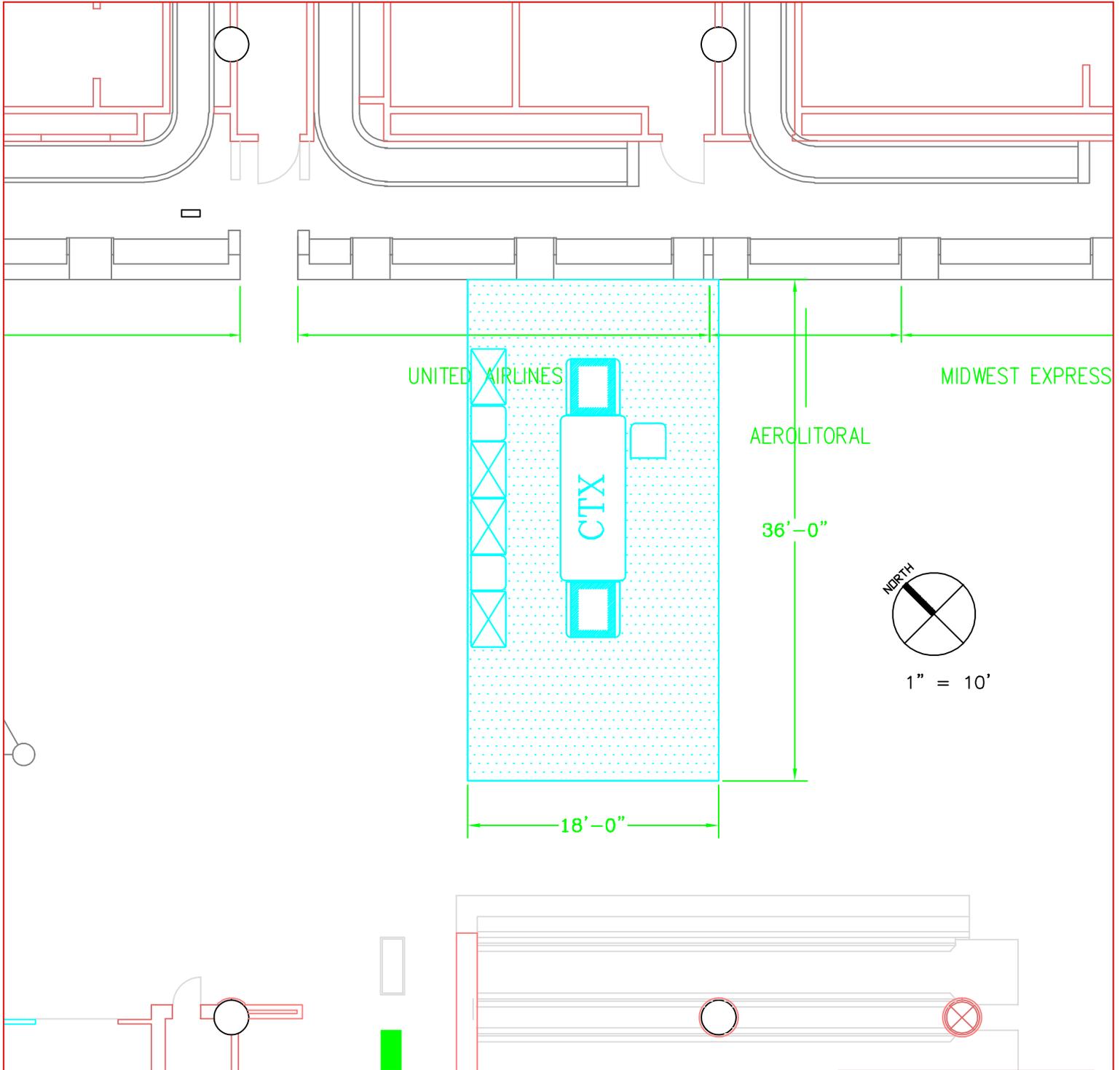
**SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL 1 UPPER LEVEL
TOTAL = 1080 sq.ft.**

**EXHIBIT 1 page 2/10
FOR PREMISES LEASED**

TSA

*at SAN ANTONIO
INTERNATIONAL AIRPORT*

LEASE No. 0000



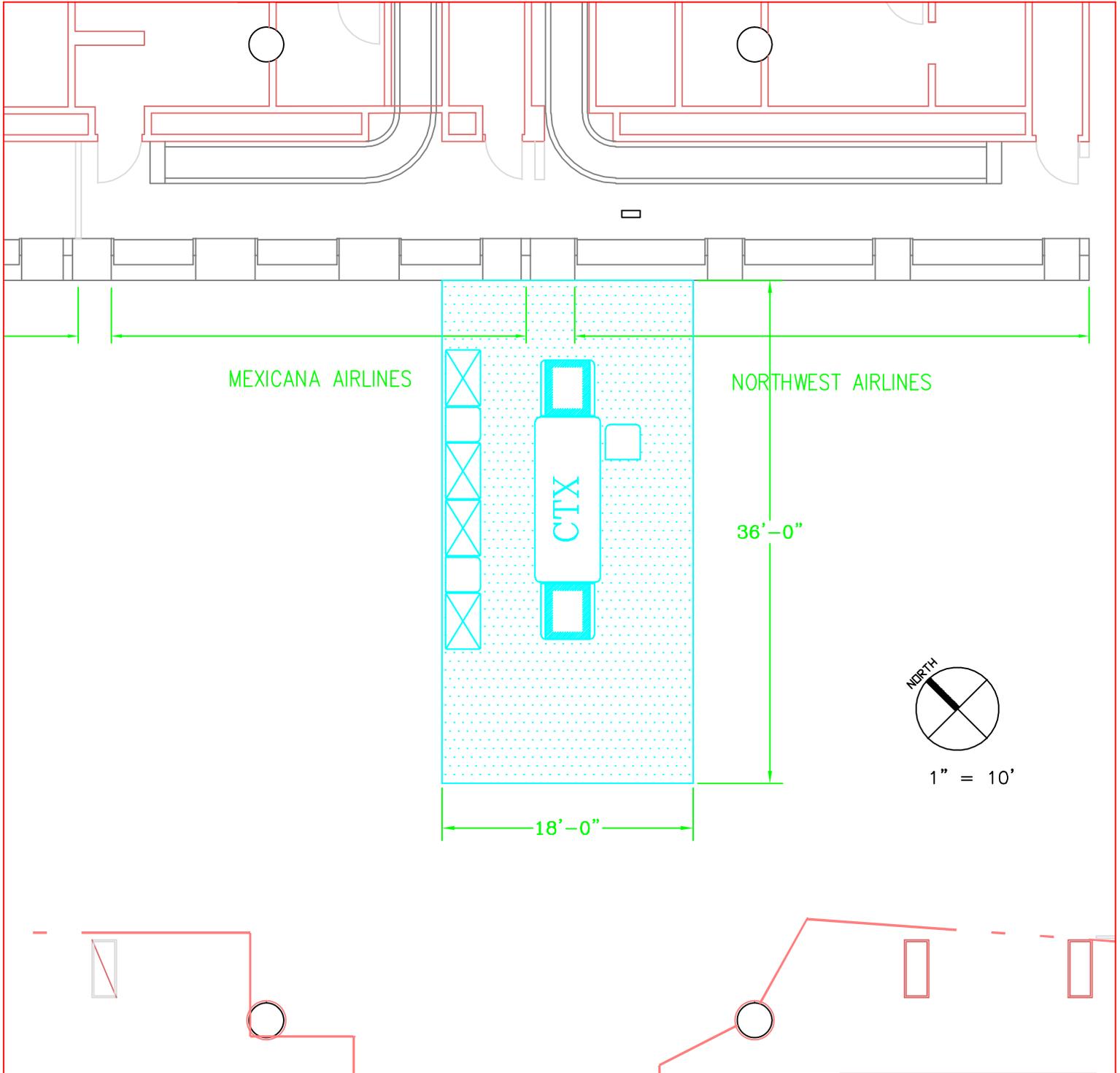
SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL 1, UPPER LEVEL
TOTAL = 648 sq.ft.

EXHIBIT 1 page 3/10
FOR PREMISES LEASED

TSA PODS

at SAN ANTONIO
INTERNATIONAL AIRPORT

LEASE No. 0000



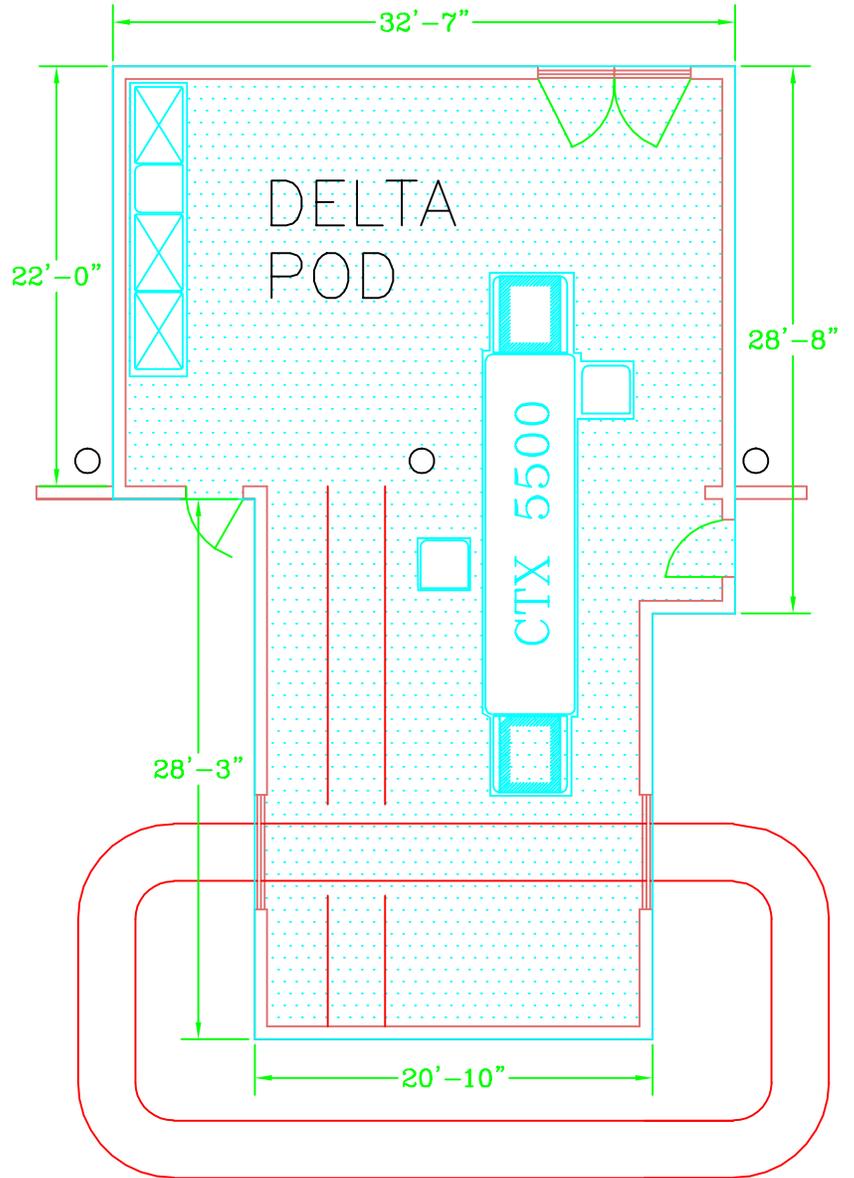
SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL 1 UPPER LEVEL
TOTAL = 648 sq.ft.

EXHIBIT 1 page 4/10
FOR PREMISES LEASED

TSA PODS

at SAN ANTONIO
INTERNATIONAL AIRPORT

LEASE No. 0000



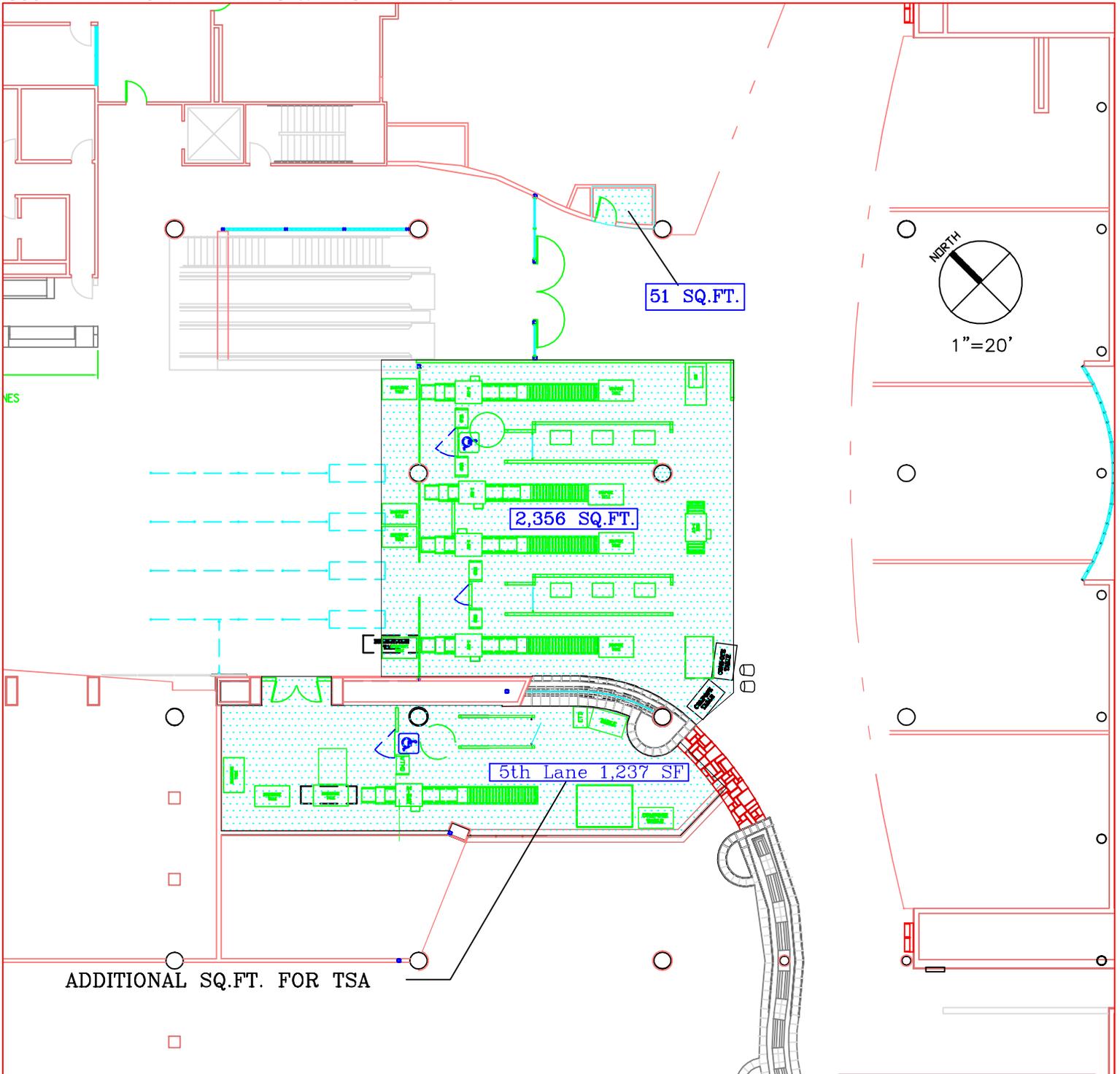
SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL 1 LOWER LEVEL
TOTAL = 1,354 sq. ft.

EXHIBIT 1 page 5/10
FOR PREMISES LEASED

TSA PODS

at SAN ANTONIO
INTERNATIONAL AIRPORT

LEASE No. 0000



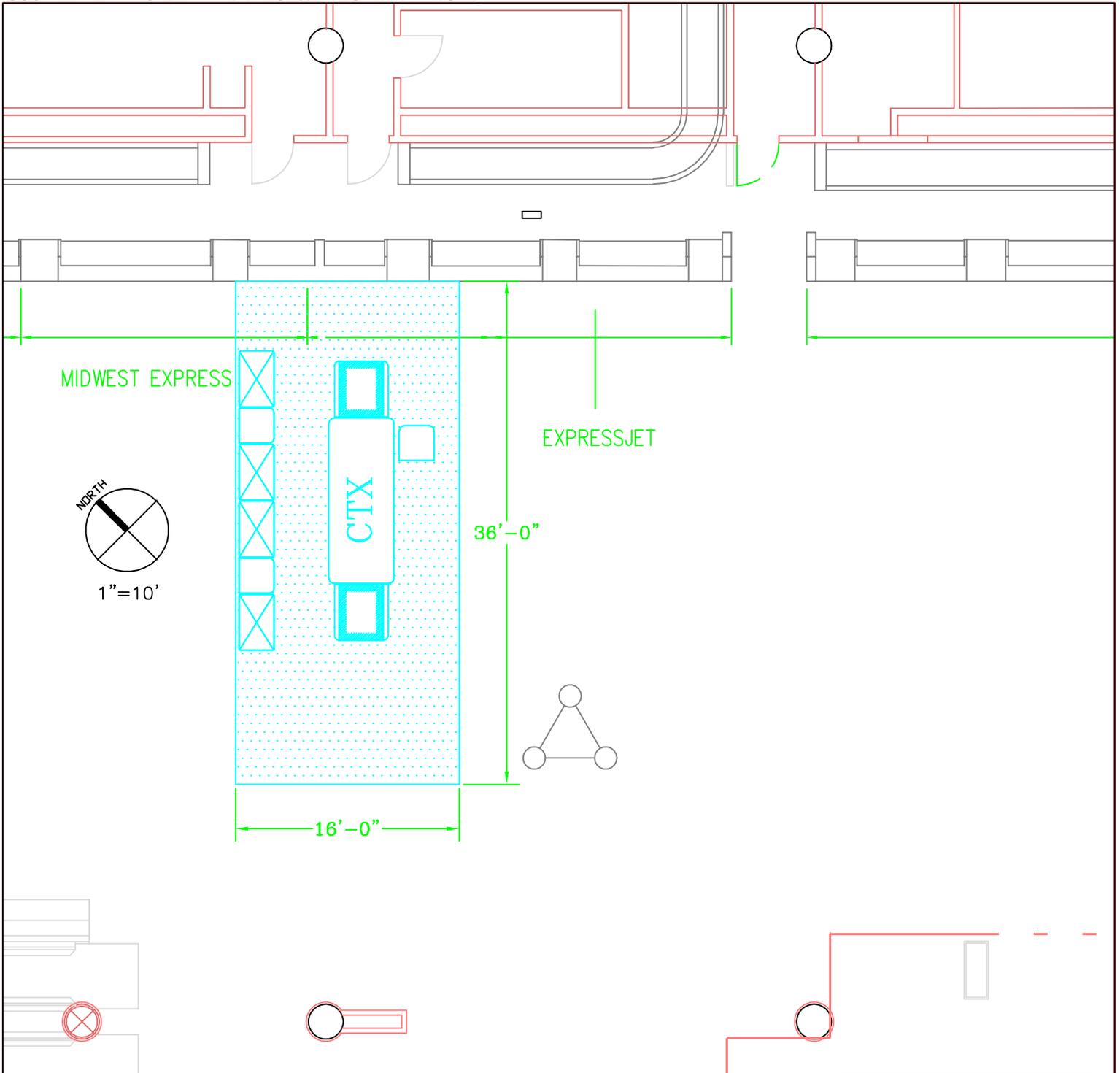
SAN ANTONIO INTERNATIONAL AIRPORT
 TERMINAL 1 UPPER LEVEL, CHECK POINT
 TOTAL = 3,644 sq. ft.

EXHIBIT 1 pg 6/10
 FOR PREMISES LEASED

TSA PODS

at SAN ANTONIO
 INTERNATIONAL AIRPORT

LEASE No. 0000



SAN ANTONIO INTERNATIONAL AIRPORT
 TERMINAL 1 UPPER LEVEL
 TOTAL = 576 sq. ft.

EXHIBIT 1 page 7/10
 FOR PREMISES LEASED

TSA PODS

at SAN ANTONIO
 INTERNATIONAL AIRPORT

LEASE No. 0000

EXHIBIT 2
UTILITY RATES

EXHIBIT 2

(as of 4/17/08)

Checked Baggage Equipment Power Consumption

| Equipment | Average Power (KW) | Hrs./Day of Operation | KWH/Day | Cost/KWH | Cost/Day | No. of Machines | Total Cost/Day |
|--------------------------------------|--------------------|-----------------------|---------|------------|----------|-----------------|----------------|
| TERMINAL 1 CHECK BAGGAGE | | | | | | | |
| SOUTHWEST AIRLINES POD | | | | | | | |
| InVision CTX-5500 | 3.0 | 17 | 51 | \$0.051640 | \$2.63 | 1 | \$2.63 |
| InVision CTX-5500 | 3.0 | 17 | 51 | \$0.051640 | \$2.63 | 1 | \$2.63 |
| Smiths Detection Ionscan (Barringer) | 0.3 | 24 | 7.2 | \$0.051640 | \$0.37 | 3 | \$1.12 |
| UNITED AIRLINES POD | | | | | | | |
| InVision CTX-2500 | 2.1 | 16 | 33.6 | \$0.051640 | \$1.74 | 1 | \$1.74 |
| Smiths Detection Ionscan (Barringer) | 0.3 | 24 | 7.2 | \$0.051640 | \$0.37 | 2 | \$0.74 |
| EXPRESS JET POD | | | | | | | |
| InVision CTX-2500 | 2.1 | 16 | 33.6 | \$0.051640 | \$1.74 | 1 | \$1.74 |
| Smiths Detection Ionscan (Barringer) | 0.3 | 24 | 7.2 | \$0.051640 | \$0.37 | 1 | \$0.37 |
| NORTHWEST AIRLINES POD | | | | | | | |
| InVision CTX-5500 | 3 | 17 | 51 | \$0.051640 | \$2.63 | 1 | \$2.63 |
| Smiths Detection Ionscan (Barringer) | 0.3 | 24 | 7.2 | \$0.051640 | \$0.37 | 1 | \$0.37 |
| DELTA AIR LINES POD | | | | | | | |
| InVision CTX-5500 | 3.0 | 15 | 45 | \$0.051640 | \$2.32 | 1 | \$2.32 |
| Smiths Detection Ionscan (Barringer) | 0.3 | 24 | 7.2 | \$0.051640 | \$0.37 | 4 | \$1.49 |

EXHIBIT 2

(as of 4/17/08)

Checked Baggage Equipment Power Consumption

| Equipment | Average Power (KW) | Hrs./Day of Operation | KWH/Day | Cost/KWH | Cost/Day | No. of Machines | Total Cost/Day |
|--|--------------------|-----------------------|---------|------------|----------|-----------------|-------------------|
| TERMINAL 1 CHECKPOINT | | | | | | | |
| X-Ray Equipment: | | | | | | | |
| LANE 1 Heimann 6040i (Smiths Detection) | 0.575 | 8 | 4.6 | \$0.051640 | \$0.24 | 1 | \$0.24 |
| LANE 2 Heimann 6040 (Smiths Detection) | 0.575 | 8 | 4.6 | \$0.051640 | \$0.24 | 1 | \$0.24 |
| LANE 3 Heimann 6040i (Smiths Detection) | 0.575 | 16 | 9.2 | \$0.051640 | \$0.48 | 1 | \$0.48 |
| LANE 4 Heimann 6040i (Smiths Detection) | 0.575 | 16 | 9.2 | \$0.051640 | \$0.48 | 1 | \$0.48 |
| LANE 5 Heimann 6040i (Smiths Detection) | 0.575 | 18 | 10.35 | \$0.051640 | \$0.53 | 1 | \$0.53 |
| WTMD Equipment: | | | | | | | |
| LANES 1 & 2 CEIA 02PN20 | 0.04 | 24 | 0.96 | \$0.051640 | \$0.05 | 1 | \$0.05 |
| LANES 3 & 4 CEIA 02PN20 | 0.04 | 24 | 0.96 | \$0.051640 | \$0.05 | 1 | \$0.05 |
| LANE 5 CEIA 02PN20 | 0.04 | 24 | 0.96 | \$0.051640 | \$0.05 | 1 | \$0.05 |
| ETD | | | | | | | |
| Barringer | 0.3 | 24 | 7.2 | \$0.051640 | \$0.37 | 5 | \$1.86 |
| TOTAL DAILY COST (T-1) | | | | | | | \$21.75 |
| TOTAL MONTHLY COST (T-1) | | | | | | | \$661.63 |
| TOTAL ANNUAL COST (T-1) | | | | | | | \$7,939.60 |

EXHIBIT 2

(as of 4/17/08)

Checked Baggage Equipment Power Consumption

| Equipment | Average Power (KW) | Hrs./Day of Operation | KWH/Day | Cost/KWH | Cost/Day | No. of Machines | Total Cost/Day |
|--------------------------------------|--------------------|-----------------------|---------|------------|----------|-----------------|----------------|
| TERMINAL 2 CHECK BAGGAGE | | | | | | | |
| CONTINENTAL AIRLINES POD | | | | | | | |
| InVision CTX-5500 | 3.0 | 16 | 48 | \$0.051640 | \$2.48 | 1 | \$2.48 |
| Smiths Detection Ionscan (Barringer) | 0.3 | 24 | 7.2 | \$0.051640 | \$0.37 | 2 | \$0.74 |
| AMERICAN AIRLINES POD | | | | | | | |
| InVision CTX-5500 | 3.0 | 16 | 48 | \$0.051640 | \$2.48 | 1 | \$2.48 |
| Smiths Detection Ionscan (Barringer) | 0.3 | 24 | 7.2 | \$0.051640 | \$0.37 | 2 | \$0.74 |
| TERMINAL 2 CHECKPOINT | | | | | | | |
| X-Ray Equipment: | | | | | | | |
| LANE 1 Rapiscan 520B | 1.15 | 17 | 19.55 | \$0.051640 | \$1.01 | 1 | \$1.01 |
| LANE 2 Rapiscan 520B | 1.15 | 16 | 18.4 | \$0.051640 | \$0.95 | 1 | \$0.95 |
| LANE 3 Rapiscan 520B | 1.15 | 8 | 9.2 | \$0.051640 | \$0.48 | 1 | \$0.48 |
| LANE 4 Rapiscan 520B | 1.15 | 4 | 4.6 | \$0.051640 | \$0.24 | 1 | \$0.24 |

EXHIBIT 2

(as of 4/17/08)

Checked Baggage Equipment Power Consumption

| Equipment | Average Power (KW) | Hrs./Day of Operation | KWH/Day | Cost/KWH | Cost/Day | No. of Machines | Total Cost/Day |
|---|--------------------|-----------------------|---------|------------|----------|-----------------|--------------------|
| TERMINAL 2 CHECKPOINT | | | | | | | |
| WTMD Equipment: | | | | | | | |
| LANES 1 & 2 CEIA 02PN20 | 0.04 | 24 | 0.96 | \$0.051640 | \$0.05 | 1 | \$0.05 |
| LANES 3 & 4 CEIA 02PN20 | 0.04 | 24 | 0.96 | \$0.051640 | \$0.05 | 1 | \$0.05 |
| ETD | | | | | | | |
| Barringer | 0.3 | 24 | 7.2 | \$0.051640 | \$0.37 | 3 | \$1.12 |
| TOTAL DAILY COST (T-2) | | | | | | | \$10.33 |
| TOTAL MONTHLY COST (T-2) | | | | | | | \$314.25 |
| TOTAL ANNUAL COST (T-2) | | | | | | | \$3,771.04 |
| TOTAL ANNUAL COST BOTH TERMINALS | | | | | | | \$11,710.64 |

EXHIBIT 3
JANITORIAL COSTS

EXHIBIT 3 Janitorial

Custodial Services For TSA
12,546 ft2
Quarterly Cost Estimate

| Commitment Item | Commitment Item Name | Estimated Increase | Revised Comments |
|-----------------|----------------------------------|--------------------|---|
| 5101010 | Reg. Salaries | \$17,794 | Requires 20 labor-hours/day 7 days/week |
| 5103005 | Soc. Sec. | \$1,352 | |
| 5105010 | TMRS | \$2,064 | |
| 5105040 | Health | \$3,381 | |
| 5103010 | Life | \$27 | |
| | Personal Services Total | \$24,618 | |
| | | | |
| 5303010 | Trash Bags | \$356 | 14.5 cases |
| | Stripper | \$45 | 7.5 gallons |
| | Sealer | \$76 | 7.5 gallons |
| | Wax | \$66 | 7.5 gallons |
| | Multi-Purpose Cleaner | \$103 | 6 cases |
| | Buffing/Stripping Pads | \$47 | 1.25 cases |
| | Janitorial Supplies Total | \$693 | |
| | | | |
| 5304050 | Dust Mop | \$8 | 13,000 ft2/day |
| | Wet Mop | \$7 | 3 per quarter |
| | Vacuum | \$35 | Use of equipment |
| | Buffer | \$200 | Use of equipment |
| | Tools Apparatus | \$250 | |
| Total | | \$25,560 | |

Cleaning Routines for TSA
Daily Tasks for First and Second Shift Both Buildings

January 29, 2008

- Remove all trash
- Dust and wipe dividers on both sides of the checkpoint and clean windows
- Dust and wipe all stations on both sides of the checkpoint
- Dust mop and spot wet mop
- Clean tops of machines with feather duster
- Clean the CTX area behind baggage in Terminal One prior to 1730 hours
- Clean CTX areas and machines, dust mop, wet mop, and vacuum carpet
- Clean hand railings in Terminal Two on both sides

Daily Tasks for Third Shift

Terminal One

- Remove trash
- Vacuum mats
- Bonnet shampoo lane 5
- Dust mop
- Wet mop (spot)
- Clean glass partitions (twice per week)
- Strip sealer and finish from floor (as needed)
- Apply three coats of floor sealer and two coats of floor finish (as needed)
- Floor will be shower scrubbed periodically to maintain gloss (as needed)

Terminal Two

- Remove trash
- Vacuum mats
- Bonnet shampoo lane 5
- Dust mop
- Wet mop (spot)
- Clean glass partitions (twice per week)
- Bonnet shampoo carpet stains (twice per week)
- High speed burnish blue terrazzo floor (as needed)



CITY OF SAN ANTONIO
Request for Council Action

Agenda Item # 25
Council Meeting Date: 9/4/2008
RFCA Tracking No: R-3779

DEPARTMENT: Aviation Department

DEPARTMENT HEAD: Mark Webb

COUNCIL DISTRICT(S) IMPACTED:
City Wide

SUBJECT:
License Agreement with United States Government at SAIA

SUMMARY:

This ordinance authorizes a Utilities and Janitorial Services License Agreement with the United States General Services Administration ("GSA") at San Antonio International Airport for the Transportation Security Administration ("TSA") checkpoints and baggage screening. The Agreement is effective October 1, 2007 through September 30, 2008 with automatic renewal each October 1 through September 30, 2013.

BACKGROUND INFORMATION:

The Aviation and Transportation Security Act of 2001 requires TSA to use certain airport space and facilities as necessary security checkpoints for passenger and baggage screening to provide a secure air travel system. This agreement provides for TSA's reimbursement to the City for utility charges associated with the operation of TSA's screening equipment (see Exhibit 2). Through September 30, 2008, the City will continue to provide janitorial, cleaning services and supplies as may be necessary or required in the operation and maintenance of the security checkpoints; an area totaling 12,546 sq. ft. (see Exhibit 3). On October 1, 2008, TSA will contract with a third party for janitorial, cleaning services and supplies.

ISSUE:

TSA provides a crucial service required by federal law and will reimburse the City for use of electricity and janitorial services. The proposed ordinance is in keeping with prior City Council-approved Airport policy. Similar agreements for use of airport utilities and services have been approved in the past.

ALTERNATIVES:

The Aviation Department could pay the cost to separately meter all utilities provided to TSA's equipment at the security checkpoints. TSA would then pay each month's charges to the utility provider, rather than reimburse the Aviation Department for these charges.

TSA has the option to enter into contracts with third parties for janitorial and cleaning services.

FISCAL IMPACT:

TSA will pay the City \$11,710.64 annually in reimbursement costs for electrical use at a cost of \$0.051640/kwh. Each October 1, the utility rate per kilowatt hour will be adjusted according to the rates set by CPS Energy. Janitorial services will be charged at the rate of \$102,249.90 annually from October 1, 2007 through September 30, 2008.

RECOMMENDATION:

Staff recommends approval of the agreement with United States General Services Administration for the utility charges associated with TSA's checkpoints and baggage screening services.

This item does not require a Discretionary Contracts Disclosure Form.

ATTACHMENT(S):

| File Description | File Name |
|--|-------------------------------------|
| Terminal 1 Security Pods | TSA-2007-PODST1.pdf |
| Terminal 2 Security Pods | TSA-2007-PODST2.pdf |
| Power Usage | Exhibit 2 KWH Equip.xls |
| Custodial Costs | Custodial Services for TSA1 (4).xls |
| Custodial Schedule | Cleaning Routines for TSA.doc |
| Signed Agreement | Signed TSA License Agreement.pdf |
| Voting Results | |
| Ordinance/Supplemental Documents | 200809040762.pdf |

DEPARTMENT HEAD AUTHORIZATIONS:

Mark Webb Director Aviation Department

APPROVED FOR COUNCIL CONSIDERATION:

Penny Postoak Ferguson Assistant City Manager