

AN ORDINANCE 2012-10-04-0782

AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE UNITED STATES CUSTOMS AND BORDER PROTECTION AT SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

WHEREAS, the U.S. Customs and Border Protection (“CBP), a division of the U.S. Department of Homeland Security, inspects visitors for international flights for both commercial and general aviation (GA) aircraft at San Antonio International Airport (Airport) Terminal A; and

WHEREAS, CBP and City desire to relocate GA processing away from Airport terminals to increase operational efficiency and safety; and

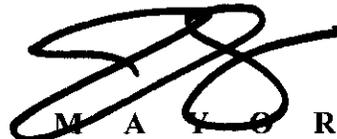
WHEREAS, processing facilities for CBP are approved City capital projects, and the parties have negotiated a Memorandum of Agreement that sets out the terms for such facilities to process GA aircraft; **NOW THEREFORE**:

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

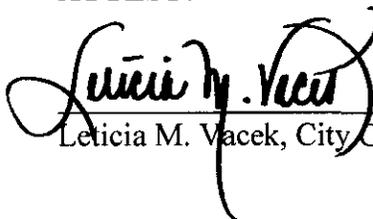
SECTION 1. The City Manager or her designee is authorized to execute a Memorandum of Agreement with the U.S. Customs and Border Protection in similar content and form as the document set out in **Attachment I** to this Ordinance.

SECTION 2. 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 October, 2012.

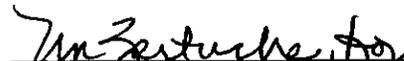

M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

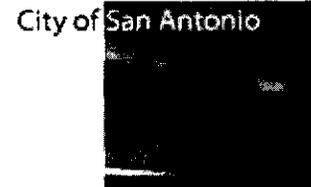
APPROVED AS TO FORM:



Michael Bernard, City Attorney



Request for
COUNCIL
ACTION



Agenda Voting Results - 15

Name:	5, 6, 7, 8, 9, 10, 13A, 13B, 13D, 13E, 14, 15, 16, 17						
Date:	10/04/2012						
Time:	09:34:55 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a Memorandum of Agreement between the United States Customs and Border Protection and the City of San Antonio 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			x	
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				x
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

ATTACHMENT I

**MEMORANDUM OF AGREEMENT BETWEEN
UNITED STATES CUSTOMS AND BORDER PROTECTION
AND
CITY OF SAN ANTONIO
REGARDING THE INTERIM AND PERMANENT GENERAL AVIATION FACILITIES AT
SAN ANTONIO INTERNATIONAL AIRPORT, SAN ANTONIO, TEXAS**

1. **PARTIES.** The parties to this Memorandum of Agreement ("MOA") are the United States Customs and Border Protection ("CBP") and the City of San Antonio (the "City"). Collectively, CBP and City are referred to hereinafter as the "PARTIES."

2. **AUTHORITY.** This MOA is authorized under the provisions of Title 19, Code of Federal Regulations, Section 122.14.

3. **PURPOSE.** The purpose of this MOA is to set forth terms by which CBP and the City will provide the required facilities, services, personnel and equipment needed for CBP to provide inspectional services of non-commercial international aircraft arriving at San Antonio International Airport, the building and terminal rights for which are owned by the City. Currently, the facilities provided by the City for CBP inspections of non-commercial international aircraft are inadequate to meet CBP's and the general public's health and safety needs. The PARTIES have agreed upon a long-term solution, but recognize that the situation also calls for an immediate, interim solution.

4. **RESPONSIBILITIES:**

The City.

- a. The City agrees to provide an interim General Aviation Facility ("GAF") located on the ground floor level of Terminal Building A, Gate 16 ("Interim GAF"). Interim GAF will comply with the terms of the Project Facility Memorandum of Understanding – San Antonio Airport Interim GAF (Attachment "A"). Interim GAF will be made available for CBP occupancy as soon as possible, and by no later than 180 calendar days after the Effective Date of this MOA.
- b. The City agrees to enter into a duly executed free space lease with CBP for CBP's occupancy of Interim GAF prior to CBP's initial occupancy of Interim GAF.
- c. The City agrees that the PARTIES' long-term solution to the current situation is for the City to provide a stand-alone, permanent GAF located adjacent to the Airport Operations Area ("Permanent GAF"). The location of Permanent GAF shall be such that there is sufficient space to conduct CBP operations and will not have general aviation traffic co-mingling with commercial aviation traffic. Permanent GAF will comply with the terms of the Project Facility Memorandum of Understanding – San Antonio Airport Permanent GAF (Attachment "B"). Permanent GAF will be ready for occupancy by CBP by no later than September 1, 2016. Permanent GAF will be made available to CBP until a need for a new facility is identified by both PARTIES and the new facility is designed and constructed by the City.

CBP.

- a. CBP agrees to enter into a duly executed free space lease with the City for CBP's occupancy of Interim GAF prior to CBP's initial occupancy of Interim GAF.
- b. CBP anticipates that CBP will staff Interim GAF and, later, Permanent GAF with CBP Officers from 0800 to 2100 hours, 7 days a week.

c. During circumstances that may arise, CBP reserves the right to adjust the level of service provided at Interim GAF and, later, Permanent GAF, to address high alert security situations, special events or other operational needs.

5. POINTS OF CONTACT. See Attachment "C."

6. OTHER PROVISIONS.

a. Nothing in this MOA is intended to conflict with current law or regulation or the directives of the Department of Homeland Security or CBP. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

b. The obligations of CBP under this MOA are subject to the availability of appropriated funds and changing operational needs. Further, while the City understands that it must comply with Federal law and regulations, including, but not limited to, Title 19, Code of Federal Regulations, Section 122.14, regardless of availability of appropriations, the City's obligations under this MOA are subject to appropriation of funds.

c. The PARTIES agree that no funds shall be transferred as a result of this MOA. Should the City's execution of any of its responsibilities under this MOA require reimbursement of or payment to CBP of any sums, such activity will be duly documented and performed in compliance with Federal law and all relevant contracting and procurement regulations.

d. The City agrees and understands that this MOA in no way expands the liability of CBP for any damage or loss to the City (including its agents, employees, officers, and/or any persons invited onto the premises of Interim GAF or Permanent GAF) that may arise in connection with this MOA. CBP's assumption of liability is coextensive with and in accordance with the liability of the Federal government under the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680.

e. CBP and the City agree that this MOA is not intended and should in no way be construed to create any right or benefit, substantive or procedural, enforceable at law by a third party against the United States, its agencies, its officers, and/or its employees.

7. EFFECTIVE DATE. The terms of this MOA will become effective when signed by both PARTIES.

8. MODIFICATION. This MOA may be modified at any time upon the mutual written consent of both PARTIES and does not restrict CBP from enforcing or implementing any laws or regulations within its authority or jurisdiction.

9. TERMINATION. The terms of this MOA, as modified with the consent of both PARTIES, will remain in effect until terminated by mutual consent of the PARTIES or by either party upon 60 days' written notice to the other party.

10. AUTHORITY OF REPRESENTATIVES. Each person executing this MOA represents and warrants that he or she has the power and authority to execute and deliver this MOA on behalf of the party for which such execution and delivery is being made.

APPROVED BY:

U.S. Department of Homeland Security
Customs and Border Protection

City of San Antonio

Judson Murdock
Area Port Director
Area Port of Dallas

Sheryl Sculley
City Manager
City of San Antonio, TX

Date: _____

Date: _____

ATTACHMENT "A"



U.S. Customs and Border Protection
Office of Administration
Facilities Management and Engineering
Field Operations Facilities
150 Westpark Way Suite 300
Euless, TX 76040

Project Facility Memorandum of Understanding – San Antonio Airport Interim GAF

1. We have received a copy of the U.S. Department of Homeland Security, U.S. Customs and Border Protection ("CBP"), *Airport Technical Design Standards, Passenger Processing Facilities, dated August 2006, Voice/Data Communications Room Requirements dated June 2009, CBP Minimum Physical Security Requirements, dated June 2011* and understand that these are the minimum facility design requirements and are intended to be used as guidelines. Any additional facility requirements required by local, state or federal law, code, standards or statute must be incorporated into the San Antonio, TX Interim General Aviation Facility ("facility").
2. We understand that the facility is provided by the City of San Antonio ("City") at no cost to the government and will be constructed as a "turn-key" project. A turn-key project includes, but is not limited to: surveys, permits, complete design documents, interior finish-out, walkway and canopy construction, finishes, signage, furniture, security systems, access control systems, emergency power supply (as currently available in the terminal), data cabling, phone lines, fully operational, inspected by all applicable parties and ready for occupancy with the exception of the items listed below:
 - a. Items furnished and installed by CBP:
 - i. Personal computers, monitors, printers; data network equipment.
 - ii. Phone handsets, phone switch and ancillary support equipment.
3. We understand that the facility must be adequately maintained (i.e. all monthly utilities, phone and data service, housekeeping, maintenance, finishes) at the City's expense.
 - a. CBP must be present during all housekeeping and preventive maintenance or repair activities.
4. The airport authority will provide an access control system that will lock down the Gate 20 AOA access gate while pedestrians and CBP officers are in the crosswalk area adjacent to Gate 20. When all passengers and CBP staff have completely cleared the crosswalk area, Gate 20 will be unlocked and normal Gate 20 traffic and operations will resume.
5. We understand that complete design and construction documents must be submitted, reviewed and approved by all CBP points of contact, in writing, prior to moving to the next stage in the design/construction process. Any changes to the project scope of work or construction documents must be approved in writing by CBP's Field Operations Facilities Project Manager.

Print Name

Signature

Title

Date

ATTACHMENT "B"



U.S. Customs and Border Protection
Office of Administration
Facilities Management and Engineering
Field Operations Facilities
150 Westpark Way Suite 300
Eules, TX 76040

Project Facility Memorandum of Understanding – San Antonio Airport Permanent GAF

1. We have received a copy of the U.S. Department of Homeland Security, U.S. Customs and Border Protection ("CBP"), *Airport Technical Design Standards, Passenger Processing Facilities, dated August 2006, Voice/Data Communications Room Requirements dated June 2009, CBP Minimum Physical Security Requirements, dated June 2011* and understand that these are the minimum facility design requirements and are intended to be used as guidelines. Any additional facility requirements required by local, state or federal law, code, standards or statute must be incorporated into the San Antonio, TX Permanent General Aviation Facility ("facility").
2. We understand that the facility is provided by the City of San Antonio ("City") at no cost to the government and will be constructed as a "turn-key" project. A turn-key project includes, but is not limited to: surveys, permits, complete design documents, as-built records, interior finish-out and building shell construction, finishes, signage, furniture, security systems, emergency power supply, data cabling, phone lines. The facility shall be complete, fully operational, inspected by all applicable parties and ready for occupancy with the exception of the items listed below:
 - a. Items furnished by CBP:
 - i. Personal computers, monitors, printers; data network equipment.
 - ii. Phone handsets, phone switch and ancillary support equipment.
3. We understand that the facility must be adequately maintained (i.e. all monthly utilities, housekeeping, maintenance, finishes) at the City's expense.
 - a. CBP must be present during all housekeeping and preventive maintenance or repairs activities.
4. We understand that complete design and construction documents must be submitted, reviewed and approved by all CBP points of contact, in writing, prior to moving to the next stage in the design/construction process. Any changes to the project scope of work or construction documents must be approved in writing by CBP's Field Operations Facilities Project Manager.

Print Name

Signature

Title

Date

ATTACHMENT "C"

UNITED STATES CUSTOMS AND BORDER PROTECTION
POINTS OF CONTACT FOR
SAN ANTONIO GENERAL AVIATION FACILITY

1. Adrian Grimes
Field Office Facilities Project Manager
Office: 817-868-8981
E-mail: adrian.grimes@cbp.dhs.gov

2. Lois Hunter
San Antonio Port Director
Office: 210-821-6965
E-mail: lois.e.hunter@cbp.dhs.gov

3. Regena Jones
Houston Field Office Mission Support Specialist
Office: 713-387-7219
E-mail: regena.l.jones@cbp.dhs.gov