NHR
8/20/15
Item No. 11

AN ORDINANCE 2015-08-20-0707

AUTHORIZING A FIVE-YEAR LEASE AGREEMENT WITH THE UNITED STATES GOVERNMENT THROUGH GENERAL SERVICES ADMINISTRATION FOR THE TRANSPORTATION SECURITY ADMINISTRATION TO OCCUPY SPACE IN TERMINAL A, TERMINAL B AND THE BAGGAGE HANDLING AREA AT THE SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * * *

WHEREAS, the Aviation and Transportation Security Act of 2001 requires the Transportation Security Administration (TSA) to use certain airport space and facilities as necessary security checkpoints for passenger and baggage screening in order to provide a secure air travel system; and

WHEREAS, in conjunction with its mission, TSA has ancillary space needs for offices and break rooms to support its daily operations; and

WHEREAS, City staff and the General Services Administration, which oversees leasing for TSA, have agreed to the terms of a 5 year lease for: (i) 4,545 square feet of space for offices and a break room in Terminal A; (ii) 2,699 square feet of space for offices, break room and storage in Terminal B; (iii) 277 square feet of space in the baggage handling systems area for a break room; and (iv) eight parking spaces; **NOW THEREFORE,**

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

SECTION 1. The terms and conditions of a Lease with General Services Administration on behalf of the Transportation Security Administration at the San Antonio International Airport are hereby approved. The City Manager or her designee is authorized to execute the Lease, a copy of which is set out in **Exhibit 1**.

SECTION 2. Funds generated by this Ordinance will be deposited according to the table below:

Amount	General Ledger	Internal Order	Fund
$ 5,280.00	4405300	233000000025	51001000
$408,595.50	4409018	233000000016	51001000
$217,737.80	4409018	233000000017	51001000
$ 24,902.30	4409018	233000000007	51001000
Total Amt $656,515.60			

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.

SECTION 4. This Ordinance shall take effect immediately upon receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 20th day of August, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

Agenda Item:	**11 (in consent vote: 4, 5, 6, 7, 8, 11, 12, 13, 14, 16, 17, 18, 20, 21)**
Date:	08/20/2015
Time:	09:11:45 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a five-year lease agreement with the United States Government through General Services Administration for the Transportation Security Administration for space in Terminal A, Terminal B and the Baggage Handling area at the San Antonio International Airport, generating revenue in the amount of $651,235.60 in the first year. [Carlos Contreras, Assistant City Manager; Frank Miller, Director, Aviation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				x
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Exhibit 1

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS §
§
COUNTY OF BEXAR §

THIS LEASE AGREEMENT, (hereinafter called the "Lease Agreement") entered into by and between the **CITY OF SAN ANTONIO**, a Texas Municipal Corporation, acting by and through its City Manager, pursuant to Ordinance No. _____ adopted on _____, 20____, (hereinafter called "Lessor") and **THE UNITED STATES OF AMERICA, BY AND THROUGH THE GENERAL SERVICES ADMINISTRATION FOR THE BENEFIT OF THE TRANSPORTATION SECURITY ADMINISTRATION** (hereinafter called "GSA and/or Lessee"), to be effective September 1, 2015 (**"Effective Date"**), **WITNESSETH**:

1. DESCRIPTION OF PREMISES DEMISED

Lessor, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by Lessee, does hereby demise and lease unto Lessee and Lessee does hereby accept from Lessor the following premises (hereinafter referred to as the "Leased Premises") located at the San Antonio International Airport (hereinafter called "Airport"), San Antonio, Bexar County, Texas, as shown on **Exhibit 1**, which is attached hereto and made a part hereof:

A. Within Terminal A: 4,545 square feet total

1. Break Room: 917 square feet
2. Room 1075: 24 square feet
3. Room 1257: 738 square feet
4. Room 1261: 179 square feet
5. Room 1225: 547 square feet
6. Room 1229: 364 square feet
7. Room 1226: 119 square feet
8. Room 1227: 115 square feet
9. Room 1221: 1,163 square feet
10. Training Room: 379 square feet

B. Within Terminal B: 2,699 square feet total

1. By the Checkpoint: 698 square feet
    a. Office: 134 square feet
    b. Break Room: 493 square feet
    c. Storage: 71 square feet

2. at east end of Terminal B: 1,724 square feet
    a. AFSD Office: 225 square feet
    b. DAFSD Office: 164 square feet
    c. Scheduler Office: 164 square feet
    d. Administrative Work Space: 337 square feet
    e. Foyer: 88 square feet
    f. Coordination Center: 403 square feet
    g. Crisis Room: 162 square feet
    h. CCM Room: 83 square feet
    i. Storage: 98 square feet

C. By the BHS Area:
Break room: 277 square feet.

Terminal Building(s) shall mean Terminals A and B as well as the landside portion of each.

2. RENTAL

2.1 Lessee agrees to pay Lessor as rental, monthly in arrears (without notice or demand, both of which are expressly waived) for the use and occupancy of the Leased Premises, at the times and in the manner provided in this section.

The rental rates set forth below shall commence September 1, 2015, and shall remain in effect until August 31, 2016, at which time, the rental rates set forth below shall increase three percent (3%) each year for years two through five of the lease term.

Leased Premises Terminal A	Sq. Ft.	Annual Rate Per Sq. Ft.	Annual Rental	Monthly Rental
Break Room	917	$89.90	$82,438.30	$6,869.86
Room 1075	24	$89.90	$2,157.60	$179.80
Room 1257	738	$89.90	$66,346.20	$5,528.85
Room 1261	179	$89.90	$16,092.10	$1,341.01
Room 1225	547	$89.90	$49,175.30	$4,097.94
Room 1229	364	$89.90	$32,723.60	$2,726.97
Room 1226	119	$89.90	$10,698.10	$891.51
Room 1227	115	$89.90	$10,338.50	$861.54
Room 1221	1,163	$89.90	$104,553.70	$8,712.81
Training Room	379	$89.90	$34,072.10	$2,839.34
TOTAL RENTAL	4,545	$89.90	$408,595.50	$34,049.63

Leased Premises Terminal B by the Checkpoint	Sq. Ft.	Annual Rate Per Sq. Ft.	Annual Rental	Monthly Rental
Break Room	493	$89.90	$44,320.70	$3,693.39
Office	134	$89.90	$12,046.60	$1,003.88
Storage	71	$89.90	$6,382.90	$531.91
TOTAL RENTAL	698	$89.90	$62,750.20	$5,229.18

Leased Premises Terminal B at the east end	Sq. Ft.	Annual Rate Per Sq. Ft.	Annual Rental	Monthly Rental
AFSD Office	225	$89.90	$20,227.50	$1,685.63
DAFSD Office	164	$89.90	$14,743.60	$1,228.63
Scheduler Office	164	$89.90	$14,743.60	$1,228.63
Administrative Work Space	337	$89.90	$30,296.30	$2,524.69
Foyer	88	$89.90	$7,911.20	$659.27
Coordination Center	403	$89.90	$36,229.70	$3,019.14
Crisis Room	162	$89.90	$14,563.80	$1,213.65
CCM Room	83	$89.90	$7,461.70	$621.81
Storage	98	$89.90	$8,810.20	$734.18
TOTAL RENTAL	1,724	$89.90	$154,987.60	$12,915.63

Leased Premises BHS Area	Sq. Ft.	Annual Rate Per Sq. Ft.	Annual Rental	Monthly Rental
Break Room	277	$89.90	$24,902.30	$2,075.19
TOTAL RENTAL	277	$89.90	$24,902.30	$2,075.19

Leased Premises Total	Sq. Ft.	Annual Rate Per Sq. Ft.	Annual Rental	Monthly Rental
Total	7,244	$89.90	$651,235.60	$54,269.63

Year by Year Rates and Rent:

	Sq. Ft.	Annual Rate Per Sq. Ft.	Annual Rental	Monthly Rental
First Year	7,244	$89.90	$651,235.60	$54,269.63
Second Year	7,244	$92.60	$670,794.40	$55,899.53
Third Year	7,244	$95.38	$690,932.72	$57,577.73
Fourth Year	7,244	$98.24	$711,650.56	$59,304.21
Fifth Year	7,244	$101.19	$733,020.36	$61,085.03

2.2 All rentals and payments that become due and payable by the Lessee shall be made to:

City of San Antonio Aviation Department
Attn: Finance Division
457 Sandau Road
San Antonio, Texas, 78216

Lessee will pay rent through automatic deposit (an ACH form will be forwarded to the City of San Antonio Aviation Department).

3. TERM

3.1 The term of this Lease Agreement shall commence September 1, 2015 and shall continue through August 31, 2020 for a primary term of five (5) years, subject, however, to earlier termination as provided by the terms of this Lease Agreement. In the event that the term of this Lease Agreement shall commence on a day other than the first day of any calendar month or expire on a day other than the last day of a calendar month, then, and in such event, rental installments shall be prorated for the first and last month as the case may be. The term of this Lease Agreement may not be extended or renewed.

3.2 This Lease Agreement may be cancelled by either party hereto by the provision of thirty (30) days advance written notice of cancellation by the canceling party to the noncancelling party.

4. USE(S) OF PREMISES

The premises shall be used by the Transportation Security Administration for the following purposes and for no other:

office, training, and break room space together with other uses reasonably necessary and incidental thereto approved in writing by the Aviation Director.

5. INSURANCE & INDEMNIFICATION

The UNITED STATES GOVERNMENT TRANSPORTATION SECURITY ADMINISTRATION, as an independent establishment of the Executive Branch of the government of the United States, is self-insured for purposes of potential liability. Under the Federal Tort Claims Act, 28 U.S.C. 2671-2680, GSA and/or TSA (Lessee) may consider and settle any claim for money damages for injury or loss of property or personal injury or death based on the wrongful act or negligence of its employees acting within the scope of their employment to the same extent that a private person would be liable in accordance with the law of the place where the negligent or wrongful act or omission occurred. The procedures for filing a claim under the Federal Tort Claims Act with the Lessee are found under 28 C.F.R. 14. The Lessee does hereby agree to be liable to the extent of the Federal Tort claims Act.

6. STANDARD PROVISIONS

6.1. ACCEPTANCE AND CONDITION OF PREMISES

a) Lessee has had full opportunity to examine the Leased Premises. Except for environmental matters not caused by or reasonably discoverable by Lessee prior to the commencement of this Lease Agreement, Lessee's taking possession of the Leased Premises shall be conclusive evidence of Lessee's acceptance thereof in an "AS IS" condition, and Lessee hereby accepts same in its present condition as suitable for the purpose for which leased.

b) Lessee agrees that no representations respecting the condition of the Leased Premises and no promises to improve same, either before or after the execution hereof, have been made by Lessor or its agents to Lessee, unless contained herein or made a part hereof by specific reference.

6.2. FEES. Fees and charges for miscellaneous items and services, including, but not limited to, employee badges and parking charges shall be assessed as established by City ordinance in connection with the ordinary usage of Airport facilities. Notwithstanding the foregoing, these charges shall not be assessed to GSA, but rather to TSA or individual employees.

6.3 CONSTRUCTION IN THE PREMISES. Lessee shall not perform or construct any alterations or improvements to the Leased Premises unless approved in writing by the Aviation Director. Before any such identified alterations or improvements are performed or constructed, the Parties shall reduce to a writing the terms for performing the alterations of improvements.

Notwithstanding the foregoing, the TSA/GSA have identified finish out improvements needed on the Leased Premises and tentatively agree that City's cost estimates as listed in this section are reasonable. TSA/GSA further agree to pay for the final cost of improvements upon submittal of an invoice by City along with adequate supporting documentation. The parties agree that the finish out estimate for Terminal A Break Room and Training Room is $163,060.06, to be paid in one lump sum payment by Lessee.

6.4 MAINTENANCE AND REPAIR

a) Lessor shall pay or cause to be paid, any and all charges for water, heat, gas, electricity, sewer and any and all other utilities used on the Leased Premises (excluding telecommunication services, cable and satellite services), throughout the term of, or any extension of, this Lease Agreement, including, but not limited to, any connection fees and any and all additional costs related to utility connection, metering, maintenance, repair and usage.

b) Lessee shall:

    1. at all times maintain the Leased Premises in a good state of repair and preservation, excepting ordinary wear and tear and obsolescence in spite of repair;

2. at all times keep the Leased Premises, improvements, fixtures, equipment and personal property, in a clean and orderly condition and appearance;

3. repair any damage caused by Lessee to the Leased Premises or the Airport, in connection with the scope of the Lease Agreement and/or caused by any oil, gasoline, grease, lubricants, flammable liquids and/or substances having a corrosive or detrimental effect thereon, or by any other reason whatsoever;

4. keep and maintain all vehicles and equipment operated by Lessee on the Airport in safe condition, good repair and insured, as required by this Lease Agreement; and

5. provide and use suitable covered metal receptacles for all garbage, trash and other refuse; assure that boxes, cartons, barrels or similar items are not piled in an unsightly, unsafe manner, on or about the Leased Premises; provide a complete and proper arrangement, satisfactory to the Aviation Director, for the adequate sanitary handling and disposal away from the Airport, of all trash, garbage, refuse, and hazardous materials collected or caused as a result of the operation of Lessee's activities.

The adequacy of the performance of the foregoing maintenance and repair by Lessee shall be determined by the Aviation Director, whose reasonably exercised judgment shall be conclusive.

c) Lessee shall furnish janitorial service for the Leased Premises, keeping them in a neat, orderly, sanitary and presentable condition, free of trash, rubbish or other debris. Lessee shall remove, at Lessee's own expense, from all Leased Premises all waste, garbage and rubbish and agrees not to deposit same on any part of Airport, except that Lessee may deposit same temporarily on its Leased Premises or in space designated by City in connection with collection for removal.

d) Lessee shall maintain the Leased Premises in a safe and proper working order. Should Lessee refuse or neglect to maintain the Leased Premises as specified above, City shall give written notice to Lessee of its failure to maintain its premises. Lessee shall have twenty (20) days following receipt of said notice to perform the specified maintenance unless such failure to maintain presents an immediate threat of injury to persons or damage to property. If Lessee has not commenced the specified maintenance within the twenty-day period and/or completed such maintenance within 30 days of its commencement or received an extension to complete such maintenance from City or if such failure to maintain presents an immediate threat of injury to persons or damage to property, City shall have the right to perform such maintenance on behalf of Lessee. City's operating and maintenance cost for such maintenance plus a 15% administrative charge shall be paid by Lessee no later than fifteen (15) days following completion of the work and receipt of an invoice from the City.

6.5 ENVIRONMENTAL COMPLIANCE

a) Lessee shall, in conducting any activity or business on the Leased Premises, including environmental response or remedial activities, comply with all environmental laws, including, but not limited to, those regarding the generation, storage, use, transportation and disposal of solid wastes, hazardous materials, toxic chemicals, special wastes or other contaminants, and all laws, regulations and notice requirements pertaining to releases or threatened releases of hazardous materials, toxic chemicals, special wastes or other contaminants into the environment. Lessee shall not cause the release, or permit its employees, agents, permittees, contractors, subcontractors, sublessees, or others in Lessee's control, supervision, or employment, to release (whether by way of uncapping, pouring, spilling, spraying, spreading, attaching or otherwise), into or onto the Leased Premises or any other location upon or above the Airport (including the air, ground and ground water thereunder and the sewer and storm water drainage systems thereon), any quantity of hazardous substances (as defined or established from time to time by applicable local, state, or federal law and including, among other things, hazardous waste and any other substances that have been or may in the future be determined to be toxic, hazardous or unsafe). To the extent any such release may exceed quantities or volumes permitted by applicable federal, Texas or local law, Lessee shall immediately notify the Aviation Director, TCEQ, and Local Emergency Planning Committee, as may be required under the federal Emergency Planning and Community Right To Know Act. The Lessee, or any occupant of Leased Premises, shall be responsible for compliance with said Act, in the event of any such release.

b) Lessee shall remedy any release or threatened release caused by Lessee's operations at the Airport, as described above and, whether resulting from such release or otherwise, remove any hazardous materials, special wastes and any other environmental contamination caused by Lessee on, under or upon the Leased Premises, as may be required by a governmental or regulatory agency responsible for enforcing environmental laws and regulations. Such work shall be performed, at Lessee's sole expense, after Lessee submits to Lessor a written plan for completing such work. Lessor shall have the right to review and inspect all such work at any time, using consultants and representatives of its choice, at Lessor's sole cost and expense. Specific cleanup levels for any environmental remedial work shall be designed to meet all of the applicable environmental laws and regulations, to the satisfaction of the appropriate government or regulatory agency responsible for enforcing environmental laws and regulations.

c) In addition to any other rights of access herein regarding the Leased Premises, Lessor shall, upon reasonable notice, have access thereto in order to inspect and confirm that the Lessee is using same in accordance with all applicable lease provisions.

d) Lessee, at Lessor's request, shall make available for inspection and copying, upon reasonable notice and at reasonable times, any or all of the non-privileged documents and materials Lessee has prepared pursuant to any environmental law or regulation, which may be retained by Lessor or submitted to any governmental regulatory agency; provided, such documents and materials relate to environmental regulatory compliance and pertain to the Airport or the Leased Premises. If any environmental law or regulation requires Lessee to file any notice or

report of a release or threatened release of regulated materials on, under or about the Leased Premises or the Airport, Lessee shall promptly submit such notice or report to the appropriate governmental agency and simultaneously provide a copy of such report or notice to Lessor. In the event that any written allegation, claim, demand, action or notice is made against Lessee regarding Lessee's failure or alleged failure to comply with any environmental law or regulation, Lessee, as soon as practicable, shall notify Lessor in writing and provide same with copies of any such written allegations, claims, demands, notices or actions so made.

e) The parties to this Lease Agreement acknowledge a right and a duty in Lessor, exercised by the Aviation Director, to review safety and potential environmental impacts of any proposed operation, business, maintenance or other activity of the Lessee and its sublessees. To this end, said Director shall have authority to disapprove an activity of the Lessee and/or any sublessee, on the basis of a risk assessment. The parties understand that Airport premises are not intended for use involving refining, processing, manufacturing, maintenance, overhaul, or similar heavy industrial activities entailing use, storage, manufacture, or transport of critical volumes of regulated or hazardous materials or toxic chemicals. For purposes of this Lease Agreement, "critical volumes" are those which, in the discretion and judgment of the Aviation Director, pose or may pose an unreasonable risk to Airport property, its occupants, employees or the traveling public. Discretion and judgment are reserved to the Aviation Director due to the fact that combinations and proximity of such materials are synergistic. The Aviation Director's decision in this regard is final, and said Director shall exercise such review prior to any lease or sublease, from time to time, as he may deem necessary for appropriate risk assessment of existing leases and subleases.

6.6 DEFAULT AND REMEDIES

a) Each of the following shall constitute an event of default by Lessee:

1. Lessee shall fail to pay any rent as provided for in this Lease Agreement and such failure shall continue for a period of ten (10) days after receipt by Lessee of written notice thereof.

2. Lessee shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained, and if such neglect or failure should continue for a period of thirty (30) days after receipt by Lessee of written notice of same, or if more than thirty (30) days shall be required because of the nature of the default, if Lessee shall fail within said thirty (30) day period to commence and thereafter diligently proceed to cure such default.

b) In the event any default shall occur, Lessor then, or at any time thereafter, but prior to the removal of such condition of default, shall have the right, at its election, either to terminate this Lease Agreement, by giving at least five (5) days written notice to Lessee, at which time Lessee will then quit and surrender the Leased Premises to Lessor, but Lessee shall remain liable as hereinafter provided.

c) In the event that Lessor elects to relet, rentals received by same from such reletting shall be applied: first, to the payment of any indebtedness, other than rent due hereunder from Lessee under this Lease Agreement; second, to the payment of any cost of such reletting; third, to the payment of rent due and unpaid hereunder; and finally, the residue, if any, shall be held by Lessor and applied hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. Lessee shall also pay to Lessor, as soon as ascertained, any costs and expenses incurred by Lessor in such reletting not covered by the rentals received from such reletting of the Leased Premises.

d) If Lessor shall terminate this Lease Agreement, Lessee and those holding under Lessee, shall forthwith remove their goods and effects from the Leased Premises.

e) All rights and remedies of Lessor herein created or otherwise existing at law are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently, whenever and as often as deemed desirable.

6.7 FORCE MAJEURE. If either party shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, war, terrorism, inability to procure materials, restrictive governmental laws or regulations or other cause, without fault and beyond the control of the party obligated (the financial inability of the party excepted), performance of such act shall be extended by a period equal to the period of such delay; provided, however, that nothing in this paragraph shall excuse Lessee from the prompt payment of any rental except as may be expressly provided otherwise in this Lease; and further provided that the party relying on this paragraph shall provide written notice to the other party notifying such other party of the force majeure event promptly after such force majeure event, and shall proceed with all diligence to complete the performance of the act upon the cessation of the force majeure event.

6.8 NOTICES. Notices to Lessor shall be deemed sufficient if in writing and sent, registered or certified mail, postage prepaid, addressed to Aviation Director, City of San Antonio, Department of Aviation, 9800 Airport Boulevard, San Antonio, Texas 78216, and to City Clerk, P. 0. Box 839966, San Antonio, Texas 78283-3966 and to such other address as may be designated, in writing, by the Aviation Director from time to time. Notices to Lessee shall be deemed sufficient if in writing and sent via recognized national courier service (e.g. DHL, UPS, FedEx) or registered or certified mail, postage prepaid, addressed to Lessee at the address shown herein. Either party to this Lease Agreement may change its address by giving notice of such change as herein provided.

6.9 RELATIONSHIP OF PARTIES. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship, between the parties hereto. It is understood and agreed that neither the method of computation of rent, nor any other provision

contained herein, nor any acts of the parties hereto, creates a relationship other than one of Lessor and Lessee.

6.10 CUMULATIVE REMEDIES - NO WAIVER - NO ORAL CHANGE
The specific remedies of the parties under this Lease Agreement are cumulative and do not exclude any other remedies to which they may be lawfully entitled, in the event of a breach or threatened breach hereof. The failure of either party ever to insist upon the strict performance of any covenant of this Lease Agreement, or to exercise any option herein contained, shall not be construed as its future waiver or relinquishment thereof. Lessor's receipt of a rent payment, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach. Further, no waiver, change, modification or discharge by either party of any provision of this Lease Agreement shall be deemed to have been made or be effective, unless in writing and signed by the party to be charged. In addition to other remedies herein, the parties shall be entitled to an injunction restraining the violation, or attempted violation, of any of the covenants, conditions or Provisions hereof, or to a decree compelling performance of same; subject, however, to other Provisions herein.

6.11 ENTIRE AGREEMENT. This Lease Agreement comprises the final and entire agreement, including all terms and conditions thereof, between the parties hereto, and supersedes all other agreements, oral or otherwise, regarding the subject matter hereof, none of which shall hereafter be deemed to exist or to bind the parties hereto. The parties intend that neither shall be bound by any term, condition or representation not herein written. The parties specifically agree that the prior lease agreement between the parties: that certain San Antonio International Airport Lease authorized pursuant to Ordinance No. 2010-11-18-0979 adopted on November 18, 2010, as amended by Lease Amendment No. 1 dated June 2, 2011, Lease Amendment No. 2 dated September 10, 2012, Lease Amendment No. 3 dated November 1, 2013, and Lease Amendment No. 4 dated March 19, 2015 (**"Prior Lease Agreement"**), shall terminate in all respects effective September 1, 2015. Notwithstanding the foregoing, until issuance of a certificate of occupancy, for construction of the premises set forth in **Section 6.3** above, for the new Terminal A Break Room and Training Room premises, or until December 1, 2015, which first occurs, Lessee shall remain in possession of the Terminal A Break Room and Training Room premises of the Prior Lease Agreement.

6.12 APPROVALS BY LESSOR. Whenever this Lease Agreement calls for approval by Lessor, such approval shall be evidenced, in writing, by either the Aviation Director of the City of San Antonio or his designee.

6.13 GENDER. Words of either gender used in this Lease Agreement shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

6.14 CAPTIONS. The captions of the provisions contained herein are for convenience in reference and are not intended to define, extend or limit the scope of any provision of this Lease Agreement.

7. SPECIAL PROVISIONS

7.1 The parties hereto agree and recognize that the space in the Terminal Buildings is in high demand and that Lessor must retain the right to allot such space in a manner deemed by Lessor, in its sole judgment, necessary to maximize the usage and allotment of such space. Accordingly, the parties agree that Lessor, acting by and through its Aviation Director and at his sole discretion, may recapture terminal building space at any time during the term of the Lease Agreement if such space is necessary for airline and/or airport operational considerations. Lessor shall provide to Lessee at least thirty (30) days advance written notice of the need for such recapture. In the event that Lessee shall request that terminal building space leased hereunder be adjusted, reconfigured, enlarged or reduced, Lessor, acting by and through its Aviation Director in his sole discretion, may agree in writing to Lessee's request and adjust the rent due, subject to the terms and conditions of this Lease Agreement. Should any relocation, adjustment, reconfiguration, enlargement or reduction of the Leased Premises occur as set forth in this paragraph, then, and in such event, a writing shall be executed by and between Lessee and Lessor, acting through the Aviation Director, to reflect the terms and conditions relating thereto. Such writing, upon execution thereof by Lessee and the Aviation Director, shall be filed or recorded with the City Clerk and shall automatically become part of this Lease Agreement.

7.2 GSA General Clauses Form 3517G (REV 02/11), #'s 1 - 31, and GSA Representations and Certifications Form 3518 (REV 06/12) are incorporated by reference herein and made a part hereof. Where there is a conflict between the GSA General Clauses and Solicitation Provision and the terms of this Lease Agreement, the terms of this Lease Agreement shall control, except for those GSA Clauses and Provisions which set out the requirements of Federal law, regulation, or Executive Order. Notwithstanding the foregoing, the parties specifically agree that **Section 6.4(b), (c), and (d)** of the Lease Agreement shall control over Clause #11, and **Section 6.3** of the Lease Agreement shall control over Clause #16 (see General Services Acquisition Manual at Subchapter 570).

[signature page follows]

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

LESSOR:
CITY OF SAN ANTONIO

By: _____
Sheryl Sculley, City Manager

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

LESSEE:
THE UNITED STATES GOVERNMENT BY THE GENERAL SERVICES ADMINISTRATION

By: Lindsay Killian
Signature

Lindsay Killian
Printed Name

819 Taylor St. Rm 11B
Mailing Address (for Notices)

Fort Worth, TX 76102
City, State, zip

Date: 7/27/2015