

CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: Airport
AGENDA DATE: September 29, 2009
CONTACT PERSON/PHONE: Monica Lombraña, A.A.E.
Director of Aviation
780-4793
DISTRICT(S) AFFECTED: 3

CITY CLERK DEPT.
09 SEP 15 AM 10:49

SUBJECT:

Approve a Resolution authorizing the City Manager to sign "Supplemental Lease Agreement No. 3" to Lease No. GS-07B-15258 by and between the CITY OF EL PASO ("Lessor") and the United States of America ("Lessee") regarding the Transportation Security Administration's rental of space in the El Paso International Airport terminal building to extend the lease an additional twenty-four (24) months beginning November 1, 2009 through October 3, 2011.

BACKGROUND / DISCUSSION:

The United States of America ("Lessee") leased a portion of the terminal building for use by the Transportation Security Administration (TSA) for mandated passenger and luggage inspection prior to the passenger boarding an aircraft. City Council approved the initial lease agreement effective 11-01-2002, with an expiration date of October 31, 2004. The leases term was extended by Council's approval of Supplemental Lease Agreement #1 to October 31, 2009. Supplemental Lease Agreement #2 was then approved by Council which set the lease rate at \$166,891.75, per annum which is currently adjusted annually by the Government based on the Consumer Price Index.

The government wishes to extend the lease an additional twenty-four (24) months beginning November 1, 2009 through October 3, 2011 with Supplemental Lease Agreement No. 3.

PRIOR COUNCIL ACTION:

Council approved the initial lease effective 11-01-2002
Council approved SLA#1 effective 11-01-2004
Council approved SLA#2 effective 11-01-2004

AMOUNT AND SOURCE OF FUNDING:

N.A. This is a revenue generation lease.

BOARD / COMMISSION ACTION:

N.A.

*****REQUIRED AUTHORIZATION*****

LEGAL: _____ **FINANCE:** (if required) _____
Theresa Cullen, Deputy City Attorney

OTHER: Monica Lombraña
Monica Lombraña, A.A.E., Director of Aviation

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign "Supplemental Lease Agreement No. 3" to Lease No. GS-07B-15258 by and between the City of El Paso ("Lessor") and the United States of America ("Lessee") regarding the Transportation Security Administration's rental of space in the El Paso International Airport terminal building to extend the lease an additional twenty-four (24) months beginning November 1, 2009 through October 31, 2011.

ADOPTED this _____ day of _____ 2009.

THE CITY OF EL PASO

John. F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

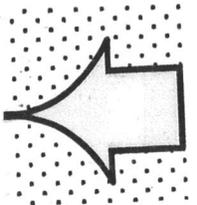


Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:



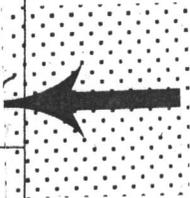
Monica Lombraña, A.A.E.
Director of Aviation



CITY CLERK DEPT.

09 SEP 15 AM 10:49

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 3	DATE
TO LEASE NO. GS-07B-15258		
ADDRESS OF PREMISES El Paso International Airport 6701 Convair Rd. El Paso, TX 79925		
<p>THIS AGREEMENT, made and entered into this date by and between City of El Paso</p> <p>whose address is El Paso International Airport 6701 Convair Rd. El Paso, TX 79925</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective, when agreed upon by both parties and signed by the government, as follows:</p> <p>The Purpose of this Supplemental Lease Agreement (SLA) is to modify the lease as follows:</p> <p>“The lease is amended to extend the term for 24 Months beginning 11/01/2009 and through 10/31/2011, subject to renewal rights as may be hereinafter set forth.”</p> <p>“Effective November 1, 2009, in the event the Lessor and the Government enter into a replacement lease for the leased premises, this Lease shall terminate upon commencement of the replacement lease. No rental shall accrue under this Lease after the date of such termination.”</p> <p>All other terms and conditions of the lease , SLA 1 and SLA 2 Revised shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
LESSOR BY <u>Joycé A. Wilson</u> (Signature) <u>City Manager</u> (Title) IN PRESENCE OF _____ (Signature) _____ (Address)		
UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION BY _____ (Signature) _____ (Typed Name and Official Title)		



GSA FORM 276 JUL 67/FEB 92

APPROVED AS TO FORM:

Theresa Cullen
Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña
Monica Lombraña, A.A.E.
Director of Aviation