

Mayor Timothy M. Keller

EC-21-440
CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

INTER-OFFICE MEMORANDUM

August 31, 2021

TO: Cynthia Borrego, President, City Council


FROM: Timothy M. Keller, Mayor

SUBJECT: Second Amendment to Lease between the General Services Administration and the City of Albuquerque for TSA use of the Old Terminal Building

Attached for Council action is the Amendment to the Lease between the General Services Administration and the City of Albuquerque for the Old Terminal Building which is occupied by the Transportation Security Administration. Council approval is sought for the Amendment, which will allow the Aviation Department to extend the term of the current lease.

Additionally, the Amendment contains an Attachment which will update the Lease to contain required Federal language.

Approved:


Sarita Nair
Chief Administrative Officer

9/21/21
Date

Approved as to Legal Form:

DocuSigned by:
Esteban A. Aguilar, Jr. 9/9/2021 | 10:24 AM MDT
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Esteban A. Aguilar, Jr. Date
City Attorney

Recommended:

DocuSigned by:
Nyika Allen, C.M. 9/9/2021 | 6:18 PM MDT
7935E0DBA6946A...
Nyika A. Allen, C.M. Date
Director of Aviation

DocuSigned by:
Richard A. Allen, C.M. 9/9/2021 | 12:49 PM MDT
4E327F3E2466405...
Richard A. Allen, C.M. Date

DocuSigned by:
S. S. 9/9/2021 | 12:17 PM MDT
70F88F49F9B6433...
S. S. Date

Cover Analysis

1. What is it?

A Second Amendment (“Amendment”) to Lease between the General Services Administration and the City of Albuquerque for space leased to the Transportation Security Administration in the Old Terminal Building (“Agreement”).

2. What will this piece of legislation do?

The Amendment will amend the current Agreement between the City of Albuquerque and the GSA. The current lease expires on August 31, 2021. This Amendment will extend the Term of the Agreement through August 31, 2022, an extension of one (1) year, and provide four (4) one-year renewals.

Additionally, the Amendment contains an Attachment titled “Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)” which will update the Agreement to include required federal language.

3. Why is this project needed?

The Agreement allows the Aviation Department to obtain lease revenue. Obtaining revenue from commercial leasing of airport properties to offset airport costs is a requirement to obtain grant funds from the Federal Aviation Administration.

4. How much will it cost and what is the funding source?

No direct costs will be incurred by the Aviation Department.

5. Is there a revenue source associated with this Plan? If so, what level of income is projected?

This Agreement will generate revenue to the airport of Two Hundred Forty-one Thousand Eight Hundred Forty-two Dollars (\$241,842.00) per year, plus annual escalations.

FISCAL IMPACT ANALYSIS

TITLE: Second Amendment to Lease between the General Services Administration
and the City of Albuquerque for the Old Terminal Building

R: O:
FUND: 611

DEPT: 7000611

- ☒ No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- ☐ (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2021	Fiscal Years 2022	2023	Total
Base Salary/Wages				-
Fringe Benefits at	-	-	-	-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<input checked="" type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Revenue from program				0
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

COMMENTS:

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:

APPROVED:

FISCAL ANALYST

DIRECTOR (date)

REVIEWED BY:

EXECUTIVE BUDGET ANALYST

BUDGET OFFICER (date)

CITY ECONOMIST

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
ADDRESS OF PREMISES Old Terminal Building 2920-A Yale Blvd. Albuquerque, NM 87106-4231	TO LEASE NO. GS-07P-LNM16891
	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between

Albuquerque, City Of

whose address is: 2200 SUNPORT BLVD SE,
ALBUQUERQUE, NM 87106-4231

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective September 1, 2021 as follows:

The purpose of this Lease Amendment is to:

- 1.) Extend the term of the lease for a period of 60 month
- 2.) Establish the square footages and parking
- 3.) Establish the annual rent
- 4.) Establish the termination rights
- 5.) Incorporate General Clause Addendum

- 1.) The lease is amended to extend the lease for a term beginning on September 1, 2021 and expiring on August 31, 2026.

This Lease Amendment contains 2 pages.

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, Leasing Division
 Date: _____

WITNESSED FOR THE LESSOR BY:

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

2.) The Government shall occupy 12,081 Rentable Square Feet yielding 10,505 ANSI/BOMA Office Area Square Feet and includes 92 surface parking spaces.

3.) The Government shall pay the Lessor Annual Rent as follows:

Beginning September 1, 2021 and expiring August 31, 2022, the Total Annual rent shall be \$241,842.24. The total annual rent consists of \$169,134.00 of Shell Rent and \$72,708.24 of Operating Costs. The rental rate includes all previous annual Consumer Price Index (CPI) adjustments as stated in the Lease effective through August 31, 2021. There are no amortized Tenant Improvement costs. There are no amortized BSAC costs.

Beginning September 1, 2022 and expiring August 31, 2023, the Total Annual rent shall be \$246,070.59. The total annual rent consists of \$173,362.35 of Shell Rent and \$72,708.24 of Operating Costs. The rental rate includes all previous annual Consumer Price Index (CPI) adjustments as stated in the Lease effective through August 31, 2022. There are no amortized Tenant Improvement costs. There are no amortized BSAC costs.

Beginning September 1, 2023 and expiring August 31, 2024, the Total Annual rent shall be \$250,404.65. The total annual rent consists of \$177,696.41 of Shell Rent and \$72,708.24 of Operating Costs. The rental rate includes all previous annual Consumer Price Index (CPI) adjustments as stated in the Lease effective through August 31, 2023. There are no amortized Tenant Improvement costs. There are no amortized BSAC costs.

Beginning September 1, 2024 and expiring August 31, 2025, the Total Annual rent shall be \$254,847.06. The total annual rent consists of \$182,138.82 of Shell Rent and \$72,708.24 of Operating Costs. The rental rate includes all previous annual Consumer Price Index (CPI) adjustments as stated in the Lease effective through August 31, 2024. There are no amortized Tenant Improvement costs. There are no amortized BSAC costs.

Beginning September 1, 2025 and expiring August 31, 2026, the Total Annual rent shall be \$259,400.53. The total annual rent consists of \$186,692.29 of Shell Rent and \$72,708.24 of Operating Costs. The rental rate includes all previous annual Consumer Price Index (CPI) adjustments as stated in the Lease effective through August 31, 2025. There are no amortized Tenant Improvement costs. There are no amortized BSAC costs.

4.) The Government may terminate this lease in whole or in part at any time by giving the Lessor written notice to the above address at least 120 days in advance. No rental shall accrue after the effective date of termination. Said written notice date shall be computed commencing with the day after the date of mailing.

5.) Attachment 2 General Clause Addendum "52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)" is hereby incorporated into the lease.

INITIALS: _____ & _____
LESSOR GOV'T

Attachment #2
FAR 52.204-25

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means –

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

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(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 ([Pub. L. 115-232](#)) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at

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paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 ([Pub. L. 115-232](#)) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

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(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

LESSOR: _____ GOVERNMENT: _____