

AN ORDINANCE 2006 - 01 - 19 - 0088

APPROVING THE EXECUTION OF AN ASSIGNMENT AND ASSUMPTION AGREEMENT FOR THE ASSIGNMENT OF A SAN ANTONIO INTERNATIONAL AIRPORT LEASE, AND AN AIRPORT CAR RENTAL LEASE AND CONCESSION AGREEMENT FROM JIM DUNWORTH, INC. D.B.A. NATIONAL CAR RENTAL & ALAMO RENT A CAR TO VANGUARD CAR RENTAL USA, INC., EFFECTIVE SEPTEMBER 1, 2005.

* * * * *

WHEREAS, a San Antonio International Airport Lease (the "Lease") by and between Jim Dunworth, Inc., d.b.a National Car Rental and the City of San Antonio was entered into on August 29, 1991, pursuant to Ordinance No. 74193 for 42,641 square feet of ground space at San Antonio International Airport ("Airport"); and

WHEREAS, a Car Rental Lease and Concession Agreement (the "Agreement") at the Airport between Jim Dunworth, Inc., d.b.a National Car Rental & Alamo Rent A Car and the City of San Antonio was entered into on June 19, 2003, pursuant to Ordinance No. 97814 for the operation of a car rental concession at the Airport; and

WHEREAS, Jim Dunworth, Inc. has requested that the City approve the Assignment of its rights and obligations under the Lease and Airport Car Rental Lease and Concession Agreement as amended to Vanguard Car Rental USA; and

WHEREAS, the City is willing to grant this request of Jim Dunworth, Inc. to assign its rights under the Lease and Airport Car Rental Concession Agreement as amended to Vanguard Car Rental USA; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee is hereby authorized to execute the Assignment of the San Antonio International Airport Lease and Airport Car Rental Lease and Concession Agreement from Jim Dunworth, Inc. d.b.a National Car Rental & Alamo Rent A Car to Vanguard Car Rental USA attached hereto and incorporated by reference for all purposes as Attachment 1.

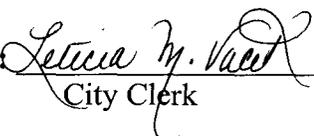
SECTION 2. The proceeds of this Lease will be deposited into Fund 51001000 entitled "Airport Operations," Internal Order 2330000000007, entitled "Multi-Terminal," and General Ledger Account 44009027 "Aviation Car Rental Fee."

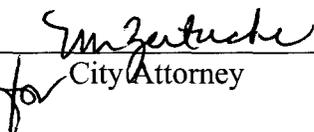
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, 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 be effective on and after the tenth (10th) day after passage.

PASSED AND APPROVED this 19th day of January, 2006.


M A Y O R
PHIL HARDBERGER

ATTEST 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

Agenda Voting Results

Name: 16.

Date: 01/19/06

Time: 03:19:25 PM

Vote Type: Multiple selection

Description: An Ordinance approving the execution of an Assignment and Assumption Agreement for the assignment of a San Antonio International Airport Lease, and an Airport Car Rental Lease and Concession Agreement from Jim Dunworth, Inc. d.b.a. National Car Rental & Alamo Rent a Car to Vanguard Car Rental USA, Inc. effective September 1, 2005. [Presented by Mark H. Webb, Director, Interim Aviation Director; Roland A. Lozano, Assistant to the City Manager]

Notes: Motioned: RICHARD PEREZ Seconded: ELENA K. GUAJARDO Notes:

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

FM/ldh
01/19/06
Item No. 16

ATTACHMENT 1

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT is made in multiple originals and entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter called "City") acting by and through its City Manager pursuant to Ordinance No. _____ passed and approved by City Council on _____, 2005 and Jim Dunworth, Inc., a Texas Corporation, acting by and through its authorized officers pursuant to its bylaws or a resolution of its Board of Directors (hereinafter called "Assignor") and Vanguard Car Rental USA, Inc., a Delaware Corporation, acting by and through its authorized officers pursuant to its bylaws or a resolution of its Board of Directors (hereinafter called "Assignee").

WITNESSETH:

WHEREAS, a San Antonio International Airport Lease (the "Lease") by and between Jim Dunworth, Inc., d/b/a National Car Rental and the City of San Antonio was entered into on August 29, 1991, pursuant to Ordinance No. 74193 for 42,641 square feet of ground space at San Antonio International Airport ("Airport"); and

WHEREAS, a Car Rental Lease and Concession Agreement (the "Agreement") at the Airport by and between Jim Dunworth, Inc., d/b/a National Car Rental & Alamo Rent A Car and the City of San Antonio was entered into on June 19, 2003, pursuant to Ordinance No. 97814; for the operation of a car rental concession at the Airport; and

WHEREAS, Assignor has requested that the City approve the Assignment of Assignor's rights and obligations under the Lease and Agreement as amended to Assignee; and

WHEREAS, the City is willing to grant this request of Assignor to assign its rights under the Lease and Agreement as amended to Assignee; NOW, THEREFORE:

In consideration of the terms, covenants and promises, agreements and demises herein contained, and for other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby transfers, assigns and sets over to the Assignee all right, title and interest of the Assignor in and to the Lease and Agreement effective as hereinafter set forth.
2. In consideration therefore, the Assignee hereby accepts, assumes, takes over and succeeds to all of the Assignor's rights, duties, interests, liabilities and obligations under the Lease and Agreement and agrees to all of the terms, conditions, provisions, covenants and obligations contained therein which Assignor is obligated to keep or perform and to indemnify and hold harmless the City with respect to any and all such duties, liabilities or obligations.
3. Assignor warrants to Assignee that it is not in material breach of the Lease or Agreement and hereby agrees, for itself and its successors and assigns to indemnify and hold harmless the Assignee from any loss, damage, environmental damage, claim, cost or expense arising from

the failure of Assignor, its successors or assigns, to perform any of the terms, conditions, covenants and obligations of the Lease and Agreement, provided such indemnity shall apply only to failure accruing prior to the Effective Date of this Assignment.

4. Assignee shall indemnify the Airport for any loss it may incur as a result of Assignor's default.
5. Assignor and Assignee hereby acknowledge that Assignor has provided to Assignee all financial records for the months of July 2005 and August 2005 that are necessary for Assignee to provide Airport with the required audited financial statement for the Lease Year ending June 30, 2006.
6. The City of San Antonio consents to the assignment of the rights, duties, interest, liabilities, and obligations under the Lease and Agreement of Jim Dunworth, Inc. to Vanguard Car Rental USA, Inc. and authorizes the City Manager or his designee to execute this Assignment and Assumption Agreement.

(INTENTIONALLY LEFT BLANK)

7. The Effective Date of this Agreement shall be on the 10th day after City Council approval of this agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment and Assumption Agreement as of the date set forth above.

EXECUTED THIS THE _____ day of _____, 2005.

ATTEST:

ASSIGNOR: Jim Dunworth, Inc.

By: _____

Title: _____

ATTEST:

ASSIGNEE: Vanguard Car Rental
USA, Inc.

By: _____

Title: _____

Federal Tax I.D.: _____

ATTEST:

**CONSENT GRANTED:
CITY OF SAN ANTONIO**

By: _____

CITY MANAGER

APPROVED:

City Attorney

Date: _____