

1 BY AUTHORITY

2 ORDINANCE NO. _____
3 SERIES OF 2010

COUNCIL BILL NO. _____
COMMITTEE OF REFERENCE:
4 BUSINESS, WORKFORCE & SUSTAINABILITY

5 A BILL

6 For an ordinance approving a proposed Seventh Amendment to Agreement between
7 the City and County of Denver and Mediya Hawkins concerning a retail concession at
8 Denver International Airport.

9
10 **BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

11 **Section 1.** The proposed Seventh Amendment to Agreement between the City and County of
12 Denver and Mediya Hawkins in the words and figures contained and set forth in that form of the
13 Seventh Amendment filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and
14 County of Denver, on the 9th day of September, 2010, City Clerk's Filing No. 93-250-H is
15 hereby approved.

16
17 COMMITTEE APPROVAL DATE: September 3, 2010

18 MAYOR-COUNCIL DATE: September 7, 2010

19 PASSED BY THE COUNCIL _____ 2010

20 _____ - PRESIDENT

21 APPROVED: _____ - MAYOR _____ 2010

22 ATTEST: _____ - CLERK AND RECORDER,
23 EX-OFFICIO CLERK OF THE
24 CITY AND COUNTY OF DENVER
25

26 NOTICE PUBLISHED IN THE DAILY JOURNAL _____ 2010 _____ 2010

27 PREPARED BY: George "Skip" Gray, III  DATE: September 9, 2010

28 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the
29 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
30 ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6
31 of the Charter.
32

33 David R. Fine, City Attorney

34 BY: _____, _____ City Attorney

35 DATE: September 9, 2010

SEVENTH AMENDMENT TO AGREEMENT

THIS SEVENTH AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of the Department of Aviation (the "City"), Party of the First Part, and **MEDIYA HAWKINS**, a sole proprietor ("Concessionaire"), dba **Denver Pizzazz**, Party of the Second Part.

WITNESSETH:

WHEREAS, the Parties hereto entered into an Agreement (AC35006) dated April 14, 1993, a First Amendment dated June 28, 1993, a Second Amendment dated December 14, 1994, a Third Amendment dated April 11, 1995, a Fourth Amendment dated January 28, 2003, and a Fifth Amendment dated July 15, 2003 and a Sixth Amendment dated September 30, 2008 (collectively the "Original Agreement"), for the operation of a concession at Denver International Airport; and

WHEREAS, the Original Agreement expired by its terms on February 28, 2009; and

WHEREAS, before the Original Agreement expired, Airport Management placed the RFP process for this location on hold and, to avoid interrupting services to the traveling public after the Agreement expired, asked the Concessionaire to continue operating on a month-to-month basis until such time as an RFP is issued and the process completed; and

WHEREAS, Concessionaire agreed to continue to operate its concession in its space under the holdover provision of the Agreement and agreed that a permission to hold over is not a lease; it is only temporary and it shall not obligate the City subsequently to enter into a license, lease or any other such agreement with Concessionaire; and

WHEREAS, the RFP process for this location remains on hold longer than the parties imagined and yet, the Concessionaire remains willing to continue to provide goods and services to the traveling public; and

WHEREAS, because it continues to be in the best interest of the City to permit Concessionaire to remain in this location and continue to operate on a month-to-month basis until such time as an RFP is issued and process competed, the City has agreed to reduce the compensation structure to a level that is more sustainable given recent sales performance;

NOW, THEREFORE, for the foregoing reasons and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereby agree to amend the Original Agreement as follows:

1. Effective as of the date this Seventh Amendment is executed, the Percentage Compensation Fee, which is presently 19% shall be and hereby is reduced to 15%.
2. Except as provided herein, all of the provisions, terms and conditions of the Original Agreement hereby are revived and ratified and shall remain in full force and effect as if fully set forth herein.

93-250-H

3. This Seventh Amendment to Agreement is expressly subject to and shall not be or become effective or binding on the City until it is approved by the City Council and fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to Agreement to be executed as of the date first above written.

ATTEST:

CITY AND COUNTY OF DENVER

By

STEPHANIE Y. O'MALLEY, Clerk and Recorder, ex-Officio Clerk of the City and County of Denver

Mayor

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

DAVID R. FINE, Attorney for the City and County of Denver

By

Assistant City Attorney

Manager of Aviation

REGISTERED AND COUNTERSIGNED:

By

Manager of Finance (AC35006)(7)

By

Auditor

Party of the First Part

ATTEST:

MEDIYA HAWKINS

By

owner

Title

Title

Party of the Second Part

