

1 BY AUTHORITY

2 ORDINANCE NO. \_\_\_\_\_  
3 SERIES OF 2012

COUNCIL BILL NO. CB12-0753  
COMMITTEE OF REFERENCE:  
GOVERNMENT & FINANCE

5 A BILL

6 **For an ordinance approving a proposed Eighth Amendment to Agreement**  
7 **between Kaplan Kirsch & Rockwell, LLP and the City and County of Denver for**  
8 **Special Counsel in connection with Denver International Airport.**  
9

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

11 **Section 1.** The proposed Eighth Amendment to Agreement between the City and County of  
12 Denver and Kaplan Kirsch & Rockwell, LLP in the words and figures contained and set forth in that  
13 form of Agreement available in the office and the web page of City Council, and to be filed in the office  
14 of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing  
15 No. 2006-0452-H is hereby approved.

16 COMMITTEE APPROVAL DATE: October 11, 2012

17 MAYOR-COUNCIL DATE: October 16, 2012

18 PASSED BY THE COUNCIL \_\_\_\_\_ 2012

19 \_\_\_\_\_ - PRESIDENT

20 APPROVED: \_\_\_\_\_ - MAYOR \_\_\_\_\_ 2012

21 ATTEST: \_\_\_\_\_ - CLERK AND RECORDER,  
22 EX-OFFICIO CLERK OF THE  
23 CITY AND COUNTY OF DENVER

24 NOTICE PUBLISHED IN THE DAILY JOURNAL \_\_\_\_\_ 2012; \_\_\_\_\_ 2012

25 PREPARED BY: Helen E. Berkman, Assistant City Attorney; DATE: October 25, 2012

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

30 Douglas J. Friednash, City Attorney for the City and County of Denver

31 BY: \_\_\_\_\_, \_\_\_\_\_ City Attorney DATE: October 25, 2012

## EIGHTH AMENDMENT TO AGREEMENT

**THIS EIGHTH AMENDMENT TO AGREEMENT** is entered into as of the date indicated on the City signature page between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **KAPLAN KIRSCH & ROCKWELL, LLP**, Attorneys at Law, located at 1675 Broadway, Suite 2300, Denver, Colorado 80202 ("Special Counsel"), Party of the Second Part.

### WITNESSETH

**WHEREAS**, the parties entered into an agreement dated May 23, 2006, a First Amendment thereto dated January 23, 2007, a Second Amendment dated January 22, 2008, a Third Amendment dated January 13, 2009, a Fourth Amendment dated February 17, 2010 a Fifth Amendment dated November 9, 2010, a Sixth Amendment dated October 24, 2011 and a Seventh Amendment dated June 20, 2012 ("Existing Agreement") in which Special Counsel is retained to provide the City Attorney and his staff with legal representation and advice in connection with Denver International Airport; and

**WHEREAS**, the parties desire to further amend the Existing Agreement;

**NOW, THEREFORE**, it is understood and agreed between the parties as follows:

1. Paragraph 1, Scope of Professional Services, is amended to read as follows:

Special Counsel is retained to assist the City Attorney and his staff, in conformance with the Code of Professional Responsibility, in providing legal counsel and advice in connection with issues involving rates and charges, design and construction of facilities, gate usage, use and lease agreements, airline competition, FAA regulations relating to airports, regional development and Airport Master Plan issues (including rail or roadway links to DIA, NEPA-related matters, commercial development, and land use issues), air carrier service to Denver, and potential and active litigation regarding Denver International Airport.

2. Paragraph 5, MAXIMUM AGREEMENT LIABILITY, is amended as follows:

5. MAXIMUM AGREEMENT LIABILITY, The obligation of the City under this Agreement shall not exceed \$950,000 and shall be limited to the funds appropriated or otherwise made available for such purposes from the Airport Legal Services fund (01010-4513100) and paid into the Treasury of the City and County of Denver.

3. Paragraph 6, TERM, is amended as follows:

6. TERM. It is mutually agreed upon by the parties that the Existing Agreement shall be amended to provide that the term shall commence on May 1, 2006 and terminate on December 31, 2015.

4. Except as otherwise provided herein, all the terms, provisions, and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein.

5. This Eighth Amendment to Agreement shall not be effective or binding on the City until fully executed by all signatories of the City and County of Denver.

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**Contract Control Number:** ATTNY-CE60191-08

**Contractor Name:** KAPLAN KIRSCH & ROCKWELL LLP

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DOUGLAS J. FRIEDNASH, Attorney  
for the City and County of Denver

By \_\_\_\_\_


By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: ATTNY-CE60191-08

Contractor Name: KAPLAN KIRSCH & ROCKWELL LLP

By: 

Name: STEPHEN H. KAPLAN  
(please print)

Title: PARTNER  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

