

1 BY AUTHORITY

2 ORDINANCE NO. _____
3 SERIES OF 2011

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

6 A BILL

7 For an ordinance approving a proposed Twelfth Amendment to Agreement between
8 General Services Administration and the City and County of Denver/Denver
9 International Airport for leased space at Denver International Airport.

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

12 **Section 1.** The proposed Twelfth Amendment to Agreement between General Services
13 Administration and the City and County of Denver/Denver International Airport in the words and figures
14 contained and set forth in that form of the Twelfth Amendment to Agreement between General
15 Services Administration and the City and County of Denver/Denver International Airport, filed in the
16 office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, on the 21st day of
17 April, 2011, City Clerk's Filing No. 02-1107-J is hereby approved.

18 COMMITTEE APPROVAL DATE: April 15, 2011

19 MAYOR-COUNCIL DATE: April 19, 2011

20 PASSED BY THE COUNCIL _____ 2011

21 _____ - PRESIDENT

22 APPROVED: _____ - MAYOR _____ 2011

23 ATTEST: _____ - CLERK AND RECORDER,
24 EX-OFFICIO CLERK OF THE
25 CITY AND COUNTY OF DENVER
26

27 NOTICE PUBLISHED IN THE DAILY JOURNAL _____ 2011; _____ 2011

28 PREPARED BY: Norman Higley;  DATE: April 21, 2011

29 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the
30 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
31 ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6
32 of the Charter.
33

34 David W. Broadwell, City Attorney

35 BY: _____, _____ City Attorney

36 DATE: April 21, 2011

**TWELFTH AMENDMENT TO AGREEMENT
BETWEEN GENERAL SERVICES ADMINISTRATION
AND THE CITY AND COUNTY OF DENVER/DENVER INTERNATIONAL AIRPORT**

THIS TWELFTH AMENDMENT is made and entered into this _____ day of _____, 2011 by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", and the U.S. GENERAL SERVICES ADMINISTRATION ("GSA"), an agency of the federal government.

WITNESSETH

WHEREAS, the parties hereto entered into a certain written agreement, (City contract number AC35001; GSA lease number LCO13813 a.k.a. GS-08P-13813) dated December 19, 2002, including multiple subsequent amendments thereto (collectively the "Existing Agreement"); and

WHEREAS, the Parties wish to further amend the Existing Agreement to extend the term of the lease and to include other rental and payment terms and conditions set forth in Supplemental Agreement Number 12, attached hereto.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. The attached Supplemental Agreement Number 12 sets forth amendments to the Existing Agreement, and the terms of Supplemental Agreement Number 12 are incorporated into and made part of the Existing Agreement.
2. Except as otherwise provided herein, all of the terms, provisions and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein.
3. This Twelfth Amendment shall not be or become effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

02-1107-5

IN WITNESS WHEREOF, the parties hereto have executed this Twelfth Amendment to the Existing Agreement with the General Services Administration.

CITY AND COUNTY OF DENVER

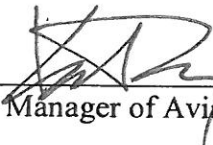
Stephanie Y. O'Malley, Clerk and Recorder,
Ex-Officio Clerk of the City and County of
Denver

By _____
Mayor

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:

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

By  _____
Manager of Aviation

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By _____
Manager of Finance

Contract Control Number AC35001(12)

By _____
Auditor

**UNITED STATES OF AMERICA
GENERAL SERVICES
ADMINISTRATION**

Public Buildings Service

By _____

Title: _____

[Second Party Signature on Attached
Supplemental Agreement No. 12]

PARTY OF THE SECOND PART

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 12

DATE: 2/13/11

TO LEASE NO. GS-08P-13813

ADDRESS OF PREMISES 8500 Pena Boulevard
Denver, Colorado 80249-2605

THIS AGREEMENT, made and entered into this date by and between The City and County of Denver

whose address is 8500 Pena Boulevard, Room 9870
Denver, Colorado 80249-2605

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective September 1, 2010 as follows:

This SLA is issued to extend the term of the lease for an additional 8 months and expand the lease.

The following referenced paragraphs in GSA Form 3626 (Rev.0-01) Part II, OFFER are deleted and replaced as follows:

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT. (Section c. only)

c. Rentable SQ. Ft. - Shall be increased from 15,721 RSF by 2,166 RSF for total of 17,887 RSF.

B. TERM

To have and to hold, for the term commencing on December 1, 2003 and continuing through July 31, 2011 inclusive. Either the Government or the City may terminate this lease at any time on or after December 1, 2008, by giving at least 120 days notice in writing to the other party to this Lease. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL (Sections 7 & 8 only)

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. The rent shall be adjusted as follows:

DATES	ANNUAL YEAR	RENTABLE SQUARE FOOTAGE	ANNUAL BASE RENT	ANNUAL TENANT IMPROVEMENTS	ANNUAL TAXES	ANNUAL OPERATING RENT*	ANNUAL PARKING	ANNUAL RENT
9/1/2010 - 11/30/2010	1	17,887	\$ 1,278,562.76	\$ -	\$ -	\$ 221,386.20	\$ -	\$ 1,499,948.96
12/1/2010 - 7/30/2011	2	17,887	\$ 1,395,722.61	\$ -	\$ -	\$ 221,386.20	\$ -	\$ 1,617,108.81

* Operating rent is subject to annual adjustment in accordance with Paragraph 20 of SFO No. 88-8

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 above date.

LESSOR, The City and County of Denver, 8500 Pena Boulevard, Room 9870, Denver, Colorado 80249-2605

BY

(Signature)

(Date)

(Title)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE, REAL ESTATE DIVISION

BY:

(Signature)

(Contracting Officer)