

Order 26-19/20

Passage: 6-0 (Strimling, Batson and Costa absent) on 8/12/2019 Effective 8/22/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE 18-MONTH EXTENSION OF LEASE WITH
GENERAL SERVICES ADMINISTRATION
RE: TRANSPORTATION SECURITY ADMINISTRATION
OFFICE SPACE AT JETPORT**

ORDERED, that the 18-month extension of lease, in substantially in the form attached hereto, with the United States General Services Administration for office and administrative space at the Portland International Jetport for the Transportation Security Administration, is hereby approved; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said documents and any other related documents necessary or convenient to carry out the intent of this order.

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 7
	TO LEASE NO. LME04821
ADDRESS OF PREMISES Transportation Security Administration 1001 Westbrook Street, Portland, ME 04102	PDN Number: N/A

THIS AMENDMENT is made and entered into between **City of Portland/Portland International Jetport**, whose address is: 1001 Westbrook Street, Portland, ME 04102 hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease by 1) adding one, eighteen- (18) month Renewal Option and 2) reestablishing the operating cost base for the purposes of CPI adjustments during the renewal term.

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 upon execution as follows:

1. **RENEWAL OPTION:** The Government shall have one eighteen (18) month renewal option to extend the lease term for an additional 18 months from the date of the original lease expiration of October 31, 2019, or as may have been extended previously in a Lease Amendment. The Government shall provide notice of its intent to exercise this Option, said notice shall be given in writing to the Lessor at least sixty (60) days prior to the end of the lease term. Said notice shall be computed commencing with the day after the date of mailing.

Notwithstanding the provision of this Lease requiring the Government to give notice to exercise the renewal Option, the Lessor shall notify the Contracting Officer, in writing, at least thirty (30) days prior to the time the Option must be exercised. In the event that the Lessor fails to notify the Government, as required by this paragraph, the Government shall have the right to exercise the Option at any time up until the expiration of the lease.

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
Date: _____

WITNESSED FOR THE LESSOR BY:

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

2. OPERATING COST BASE: The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$7.29 per RSF.
3. OPERATING COSTS ADJUSTMENT: Beginning on November 1, 2020 and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12 month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12 month period.

In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

INITIALS: _____ & _____
LESSOR LESSOR GOV'T