

1 BY AUTHORITY

2 ORDINANCE NO. _____

COUNCIL BILL NO. _____

3 SERIES OF 2010

COMMITTEE OF REFERENCE:

4 BUSINESS, WORKFORCE, &

5 SUSTAINABILITY

6 A BILL

7 For an ordinance approving a proposed First Amendment to Agreement between the
8 City and County of Denver and HSS Inc. f.k.a. Hospital Shared Services, Inc. d.b.a. HSS
9 related to the Registered Traveler Program at Denver International Airport.

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

12 **Section 1.** The proposed First Amendment to Agreement between the City and County of
13 Denver and HSS Inc. f.k.a. Hospital Shared Services, Inc. d.b.a. HSS in the words and figures
14 contained and set forth in that form of the First Amendment to Agreement, filed in the office of the
15 Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, on the 12th day of August,
16 2010, City Clerk's Filing No. 08-033-A is hereby approved.

17
18 COMMITTEE APPROVAL DATE: August 6, 2010

19 MAYOR-COUNCIL DATE: August 10, 2010

20 PASSED BY THE COUNCIL _____ 2010

21 _____ - PRESIDENT

22 APPROVED: _____ - MAYOR _____ 2010

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 _____ 2010; _____ 2010

28 PREPARED BY: Norman Higley; NWA DATE: August 12, 2010

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 R. Fine, City Attorney

35 BY: _____, _____ City Attorney

36 DATE: August 12, 2010

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT, 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 ("City"), Party of the First Part, and **HOSPITAL SHARED SERVICES, INC. d.b.a. HSS** a Colorado corporation ("HSS" or "Service Provider"), Party of the Second Part;

WITNESSETH:

WHEREAS, the City and HSS. entered into an Agreement dated January 29, 2008 ("Existing Agreement") to provide Total Queue Management services at Denver International Airport (the "Airport"); and

WHEREAS, the parties now desire to amend the Existing Agreement to reflect modifications to the "Registered Traveler Program" component of the Existing Agreement;

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

1. The terms "Trusted Traveler Program," "TT Program," "Registered Traveler Program" and "RT Program" are all interchangeable and shall have the same meaning for the purposes of this Agreement.

2. Paragraph 5.A. "Minimum Annual Guarantee" is replaced in its entirety with the following language:

5.A. Minimum Annual Guarantee:

The Service Provider agrees to pay the City as compensation the Minimum Annual Guarantees ("MAGs"), in monthly installments as Minimum Monthly Guarantees ("MMGs"), in accordance with all terms and conditions of a subcontract that has been approved by the Manager in accordance with section 7 herein ("Approved Subcontract"). If this Agreement is terminated for any reason,

08-033-A

then the MAG for the year in which termination occurs shall be pro-rated in accordance with the terms and conditions of the Approved Subcontract. If the Agreement is terminated as a result of default by the party subcontracting for the Service Provider under the Approved Subcontract (“Subcontractor”), Subcontractor’s total MAG liability (excluding amounts already accrued) shall be limited to 30% of the total MAG for the year in which such termination occurs.

3. The City agrees to provide up to three (3) specified locations, as approved by the DIA Design Review Committee, to set up informational and registration stations regarding the RT Program service.

4. Except as modified or amended by this First Amendment to Agreement, all of the terms, provisions and conditions of the Existing Agreement are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Agreement to be executed as of the day and year first above written.

CITY AND COUNTY OF DENVER

ATTEST:

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

By _____
Mayor

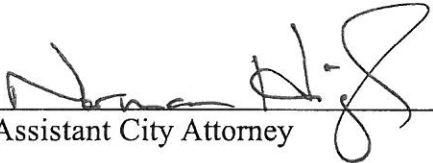
RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:

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

By 

Manager of Aviation

By 

Assistant City Attorney

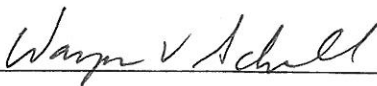
REGISTERED AND COUNTERSIGNED:

By _____
Manager of Finance
Contract Control Number AR 85001 (1)

By _____
Auditor

“CITY”
Party of the First Part

HSS INC.

By: 

Title: CEO

“CONSULTANT”
Party of the Second Part