

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. CB13-0352
COMMITTEE OF REFERENCE:
BUSINESS, WORKFORCE, & SUSTAINABILITY

A BILL

For an ordinance approving a First Amendatory Agreement between the City and County of Denver and HSS, Inc. for Security Services at Denver International Airport.

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

Section 1. The proposed First Amendatory Agreement between the City and County of Denver and HSS, Inc. in the words and figures contained and set forth in that form of Agreement available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 2011-0365-A, is hereby approved.

COMMITTEE APPROVAL DATE: June 6, 2013

MAYOR-COUNCIL DATE: June 11, 2013

PASSED BY THE COUNCIL: _____, 2013

_____ - PRESIDENT

APPROVED: _____ - MAYOR _____, 2013

ATTEST: _____ - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2013; _____, 2013

PREPARED BY: John M Redmond, Assistant City Attorney *JR* DATE: June 13, 2013

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

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

BY: _____, Assistant City Attorney DATE: June 13, 2013

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT, is entered into as of the date indicated on the signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“the City”), Party of the First Part, and **HSS INC.**, a Colorado corporation (“the Contractor”), Party of the Second Part;

WITNESSETH:

WHEREAS, the parties hereto entered an Agreement dated June 27, 2011, for professional security services at Denver International Airport (the “Existing Agreement”); and

WHEREAS, the parties now desire to amend the Existing Agreement to clarify certain terms thereof to align and comply with the Contractor’s proposal and the negotiated terms of the Agreement; and

WHEREAS, the parties now desire to expand the scope of security staff positions that might be drawn upon under this Agreement,

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

1. Paragraph **2.04** in the Existing Agreement is hereby amended by deleting Paragraph 2.04 in its entirety and replacing it with the following:

“2.04 Emergency 24-Hour Services

EMERGENCY 24-HOUR SERVICES

Emergency twenty-four (24) hour service is to be provided by the Contractor at no additional cost, except as provided herein for supplemental personnel. The names, titles and phone numbers of the individual(s) to contact for emergency service are:

John Costigan, Site Director,	(720) 641-2061
Kimberly Pascoe, Operations Manager,	(720) 641-5300
Glenn Spies, Assistant Operations Manager,	(720) 641-6791
Don Powers, Assistant Operations Manager,	(720) 641-6794

Individuals with these titles may be changed by the Contractor with written notice to, and with approval from, the Contract Security Manager.”

2. Paragraph **5.11.E** is amended by deleting Paragraph **5.11.E** in its entirety and replacing it with the following::

“E. SUPERVISOR

The Supervisor furnished under this Agreement shall possess a high school diploma, and two (2) years of security experience at Denver International Airport. Additional appropriate education,

experience in security, loss prevention or law enforcement may be substituted for the minimum experience requirement, with written approval by the Contract Security Manager. The Contractor shall provide a minimum of three (3) Supervisors working eight (8) hours per day, seven (7) days a week for both day and swing shifts. Midnight shifts require a minimum of two (2) Supervisors working eight (8) hours per day, seven (7) days a week. The Supervisors will be permanently assigned to Denver International Airport and, as their sole duty, shall coordinate and direct all security guard activities relative to this Agreement. Supervisors are required to have an in-depth knowledge of site specific Post Orders.

1. Competencies, Knowledge and Skills:

- a. Oral Communication: Expresses ideas and facts to individuals or groups effectively. Listens effectively.
- b. Problem Solving: Identifies and analyzes problems, uses sound reasoning to arrive at conclusions, finds alternative solutions to complex problems, and makes logical judgments.
- c. Written Communication: Expresses facts and ideas in writing in a succinct and organized manner.
- d. Leadership: Inspires, motivates, guides others toward goals; coaches, mentors, challenges staff; adapts leadership styles to various situations; models high standards of honesty, integrity, trust, openness, and respect for individuals by applying these values daily.
- e. Conflict Management: Manages and resolves conflicts, confrontations, and disagreements in a positive and constructive manner to minimize negative personal impact.
- f. Managing Diverse Workforce: Is sensitive to cultural diversity, race, gender, and other individual differences in the workforce; manages workforce diversity.
- g. Decisiveness: Makes sound and well-informed decisions, perceives the impact and implications of decisions; commits to action, even in uncertain situations, in order to accomplish organizational goals; causes change.

2. Licensure and/or Certification

- a. Requires possession of an Unarmed Business Guard License issued by the City and County of Denver at the time of employment.
- b. Some positions may require possession of a valid Colorado Class "R" Driver's License at the time of employment."

3. The following subparagraphs are added after subparagraph 5.11.O:

“P. TRAFFIC CONTROL MANAGER

The Traffic Control Manager furnished under this Agreement shall possess a high school diploma and must have had, at a minimum, one (1) year of experience in security at or in the law enforcement field at a Title 49, CFR, Part 1542, regulated airport and a thorough understanding of the operational requirements of each Traffic Control post. Prior management and/or supervisory experience may be substituted for the required experience at the discretion of the Contract Security Manager. The Traffic Control Manager shall manage all aspects of the Traffic Control Program including: Traffic Control training, testing, and the scheduling of the Traffic Control Supervisors and Guards. The manager shall also, inventory and procure appropriate uniforms, cold weather gear and equipment necessary for the safety and well-being of the personnel assigned to the program. The Traffic Control Manager will administer all phases of the Traffic Control Program as directed by the Contract Security Manager. The Traffic Control Manager shall be based at the Denver International Airport on a full time basis.

Q. FINGERPRINT AGENT

The Fingerprint Agent furnished under this Agreement will be trained and supervised directly by Airport Security. Forty (40) hours of on-the-job training will be required prior to being assigned to this position. Basic data entry skills are essential. A Fingerprint Agent will be scheduled Monday through Friday during normal business hours, or as needed. Personnel in this position should possess all of the minimum qualifications listed in subparagraph 5.11.L Security Guards.”

4. Language related to Employee Parking shall be removed from paragraph 5.15.C, and is added to new paragraph 5.15.D as follows:

“D. EMPLOYEE PARKING AND RTD PASS PROGRAM:

1. The Contractor agrees to provide its employees located at Denver International Airport under this Agreement (“Eligible Employees”) with parking. Employee parking is \$36.00 per person per month. Current costs may change at any time. The Contractor will be notified of any changes to fees thirty (30) days in advance. Fees shall not be reimbursable and the Contractor shall bear all parking expenses.
2. For employees that wish to take public transportation, the Contractor agrees to provide its employees located at Denver International Airport under this Agreement (“Eligible Employees”), with bus passes. Bus passes shall be purchased in accordance with an approved transit plan provided by the Regional Transportation District (RTD).
3. The Contractor shall be responsible for administering its transit plan with RTD and agrees to comply with all terms and conditions of the transit plan.

4. For every month that the Contractor provides bus passes for its Eligible Employees, the City shall reimburse the Contractor 75% of the bus pass cost for each Eligible Employee.
5. The Contractor agrees to provide the City with the following information:
 - a. A copy of the contract relating to the transit plan between the Contractor and RTD;
 - b. A monthly report of all Eligible Employees who have and have not accepted the bus pass; and
 - c. A detailed invoice with the cost of the transit plan clearly identifiable.
6. The Contractor agrees that any duly authorized representative of the City shall have the right to audit the books, documents, papers and records of the Contractor, involving the transit plan within the record retention period generally established in the Contract.
7. The City agrees to reimburse the cost of the bus passes in accordance with subsection (4) above.
8. Any Eligible Employee who accepts a Bus Pass under this program will not also receive an employee parking permit in the DIA Employee Parking Lot.”

5. Paragraph 6.02.A is amended by deleting Paragraph 6.02.A in its entirety and replacing it with the following:

“6.02 COMPENSATION/WAGES-REQUIRED MINIMUMS:

A. The Contractor shall pay its employees at or above the following minimum wage rates, and shall invoice the City in accordance with the following billable rates:

Position	Minimum Wage	Billable Rates (39.7834%MU)
1. Site Director:	\$40.00/ Hour	\$55.91/ Hour
2. Operations Manager:	\$28.25/ Hour	\$39.49/ Hour
3. HR Manager:	\$25.75/ Hour	\$35.99/ Hour
4. Assistant Ops Manager:	\$20.70/ Hour	\$28.94/ Hour
5. HR Associate:	\$17.45/ Hour	\$24.39/ Hour
6. Scheduler:	\$17.45/ Hour	\$24.39/ Hour
7. Supervisor:	\$16.30/ Hour	\$22.78/ Hour
8. Assistant Scheduler:	\$16.30/ Hour	\$22.78/ Hour
9. Trainer:	\$15.40/ Hour	\$21.53/ Hour
10. AOB Receptionist:	\$15.00/ Hour	\$20.97/ Hour

11. Security Guard:	\$13.85/ Hour	\$19.36/ Hour
12. Traffic Control Manager:	\$24.54/ Hour	\$34.30/ Hour
13. Fingerprint Agent:	\$15.40/ Hour	\$21.53/ Hour

The Contractor's billable rates may not be increased without the prior written approval of the Manager of Aviation or his or her authorized delegee."

6. Paragraph 6.09 is deleted in its entirety.

7. Paragraph 10.03.B is amended by deleting Paragraph 10.03.B in its entirety and replacing it with the following:

"B. PAID TIME OFF (PTO) PAY:

a. Minimum PTO: At a minimum, Contractor's employees hired or assigned to work at the Airport shall accrue forty-eight (48) hours of PTO during their first year (i.e. 2080 hours of continuous service) at DIA under this Agreement, fifty-six (56) hours of PTO during their second year of continuous service at DIA under this Agreement, sixty-four (64) hours of PTO during their third year of continuous service at DIA under this Agreement, seventy-two (72) hours of PTO during their fourth year of continuous service at DIA under this Agreement, and eighty (80) hours of PTO during their fifth year, and all additional years, of continuous service at DIA under this Agreement.

PTO Accrual Rates

- 1 Year - 48 Hours
- 2 Years - 56 Hours
- 3 Years - 64 Hours
- 4 Years - 72 Hours
- 5+ Years - 80 Hours

b. Contractor's Employees Who Began Working at DIA Prior to the Start of this Agreement: Contractor's full-time employees working under the previous Security Guard Agreement at DIA will continue to accrue PTO on the anniversary of their hire date. These employees will build upon PTO paid time off amounts already earned (i.e. an employee currently earning forty eight (48) hours of paid time off will earn fifty-six (56) hours on the next anniversary, etc.).

c. Contractor's Employees Who Began Working at DIA After the Start of this Agreement: PTO hours will be accrued from the date of employment. During the first year of employment, paid time off will not be considered to be earned and cannot be taken until the employee completes one year (2080 hours) of service. An employee not completing one year (2080 hours) of service will not have earned any paid time off.

d. PTO hours may be banked year-to-year, but may not exceed the amount of hours accrued annually. PTO hours may be cashed in annually, as long as 40 hours remains in

the employee's PTO bank. PTO hours cashed in shall be invoiced at the employee's wage rate rather than the billable rate.

PTO Bank and Payout Options

- 1 Year - 48 Hours awarded after one year of service
- 2 Years - Able to bank 56, 48 used or paid out by end of year.
- 3 Years - Able to bank 64, 56 used or paid out by end of year.
- 4 Years - Able to bank 72, 64 used or paid out by end of year.
- 5 Years - Able to bank 80, 72 used or paid out by end of year.
- 6+ Years - Able to bank 80, 80 used or paid out by end of year.

e. The maximum amount of PTO hours that can be accrued annually by any employee, irrespective of continuous years of service, is 80 hours.

f. The use of part-time employees to avoid these benefits is prohibited, and is a substantial breach of this Agreement.”

8. 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.

9. This First Amendatory Agreement shall not be effective or binding on the City until fully executed by all signatories of the City and County of Denver.

[END OF PAGE]

Contract Control Number: PLANE-201100310-01

Contractor Name: HSS INC

By: Wayne V Schell

Name: WAYNE V Schell
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: Michael Lanam

Name: MICHAEL LANAM
(please print)

Title: VICE PRESIDENT
(please print)



Contract Control Number: PLANE-201100310-01

Contractor Name: HSS INC

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 _____

