

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. CB12-0958
COMMITTEE OF REFERENCE:
BUSINESS, WORKFORCE, & SUSTAINABILITY

A BILL

For an ordinance approving a proposed First Amendment to Agreement between U.S. Government – Transportation Security Administration and the City and County of Denver/Denver International Airport for kennel facilities.

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

Section 1. The proposed First Amendment to Agreement between U.S. Government – Transportation Security Administration and the City and County of Denver/Denver International Airport, 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. 2012-0708-A is hereby approved.

COMMITTEE APPROVAL DATE: December 27, 2012

MAYOR-COUNCIL DATE: January 1, 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: Deanne Durfee, Assistant City Attorney DATE: January 3, 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: January 3, 2013

**FIRST AMENDMENT TO AGREEMENT
BETWEEN US GOVERNMENT – TRANSPORTATION SECURITY
ADMINISTRATION
AND THE CITY AND COUNTY OF DENVER/DENVER INTERNATIONAL AIRPORT**

THIS FIRST AMENDMENT is made and entered into 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. GOVERNMENT TRANSPORTATION SECURITY ADMINISTRATION**, an agency of the federal government.

WITNESSETH

WHEREAS, the parties hereto entered into a certain written agreement, (City contract number 201206160; GSA lease number HSTS01-12-L-CMP425) dated August 1, 2012, (the “Existing Agreement”); and

WHEREAS, the Parties wish to amend the Existing Agreement to provide for janitorial services and the reimbursement for such services, as set forth in Supplemental Agreement Number 1, 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 1 sets forth amendments to the Existing Agreement, and the terms of Supplemental Agreement Number 1 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 First 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.

- END OF PAGE -

U.S. Department of Transportation
Federal Air Marshal Service

SUPPLEMENTAL AGREEMENT

DATE

SUPPLEMENTAL LEASE AGREEMENT

No. 1

TO LEASE NO

HSTS01-12-L-CMP425

ADDRESS OF PREMISES

6922 N. Valley Head St., Denver, CO 80249

THIS AGREEMENT, made and entered into this date by and between

The City and County of Denver, Department of Aviation

whose address is, **8500 Pena Boulevard, Room 9870, Denver, CO 80249**

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

1. Janitorial services are added to lease contract HSTS01-12-L-CMP425, located at 6922 N. Valley Head, St., Denver, CO 80249 in accordance with the attached statement of work. The Lessor agrees to supply all labor, materials, supplies and equipment to perform the work as described in the attached statement of work.
2. The amount of rent that the Government has agreed to pay in Paragraph 2.6, RENT RATE, in Lease HSTS01-12-L-CMP425 is increased by \$616.50 per month from \$802.00 per month to \$1,418.50 per month. Accordingly, the yearly rent is increased by \$7,398.00 from \$9,628.32 to \$17,026.32.
3. Upon completion and acceptance of all the services in the statement of work, the Lessor must submit a properly executed invoice to: Department of Homeland Security, Transportation Security Administration, OLE/FAMS, 200 West Parkway Drive, Suite 300, Egg Harbor Township, NJ 08234 and to: TSA Commercial Invoices, USCG Finance Center PO Box 4111, Chesapeake, VA 23327 and email a copy to FIN_SMB_TSAinvoices@uscg.mil. A properly executed invoice will reference the Lease Number, the Supplemental Lease Agreement Number, the amount billed and a description of the work completed as well as a start and finish date for the work being billed. "

All other terms and conditions of the lease shall remain in force and effect.

Important: Lessor is, is not required to sign this document and return ___ copies to the issuing office. Return receipt requested.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: .

BY _____

(Signature)

(Title)

IN THE PRESENCE OF (witnessed by:)

(Signature)

(Address)

UNITED STATES OF AMERICA

BY _____

_____ Contracting Officer

(Signature)

(Official Title)

Cleaning Specifications for TSA Facility (by Mt. Elbert Parking Lot)

	Three times per week (cleaned on 1st shift in conjunction with DPD facility next door)
1	Empty all waste baskets/trash receptacles in office areas, conference rooms, kitchenettes, lunch rooms, restrooms etc. and replace trash liners as needed.
2	Dust and/or spray clean horizontal and vertical surfaces within arms reach including but not limited to: desks, phones, credenzas, file cabinets, counters, tables, chairs, window sills, vents, grills, picture frames, doors, door frames, wall area around light switchches, ledges, base boards, drinking fountains, partitions, coat racks and office equipment (as directed)
3	Spot Clean glass partions/door glass and widows within arms reach
4	Sweep, dustmop and spot mop hard surface floors as needed.
5	Vacuum carpeted offices/office areas (including open areas under/around desks, chairs, along walls etc. Brush edges, corners, behind doors and cloth/upholstered furniture as needed. Vacuum carpeted entrance ways/mats and hallways where applicable.
6	Clean sinks, tables, counters, chairs , microwaves etc. in kithchenettes and lunch rooms. Re-stock toilet paper and paper towels , sanitary napkin containerbags (i.e. toilet paper, paper towels, (furnished by
7	<p>Clean Restrooms: Empty all trash and sanitary napkin recepticles. Sweep and/or pick up all paper/debris from floors. Thoroughly clean (inside and out), all toilets and urinals. Insure that tops and undersides of toilet seats, toilet seat hinges etc. have been properly cleaned and dried. Spray clean and dry the tops, sides and doors of toilet and urinal partitions. Clean sinks, mirrors and wall areas around sinks to remove "hard water build up", soap residue , grease, makeup and other foreign substances. Clean and polish dry sink faucets and other "bright work". Clean and wipe dry . . . soap and paper towel dispensers. , clean pipes/plumbing under sinks. Mop (i.e. "wet mop") floors with approved chemical/cleaning solution.</p>
	Monthly
1	Wash Down Restroom walls and baseboards to remove any dirt, soap residue not removed during routine daily/per visit cleaning
2	Scrub restroom floors to remove dirt, grime, soap residue not removed during routine daily/per visit cleaning
3	Vacuum cloth/upholstered furniture. Detail vacuum floor areas not normally vacuumed during routine/per vist cleaning (i.e. under wires, behind equipment, other "tight areas" which are hard to reach with an upright vacuum cleaner.
4	Dust, vacuum and/or wipe clean air ventsand grills
	Quarterly
1	Scrub hard surface floors to remove dirt, grime not removed during routine daily/per visit cleaning
2	Perform high dusting of ledges and other horizontal surfaces above arms reach (up to 9ft above ground level)
3	Wash inside and outside of exterior windows (within arms reach)
	Semi-Annually
1	shampoo and/or extract carpet
2	strip and wax hard surface floors which are designed to have floor finish applied
	Note: Dog Kennels are excluded from areas to be serviced.

Contract Control Number: PLANE-201206160-01

Contractor Name: US Government Transportation Security Administration

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: PLANE-201206160-01

Contractor Name: US Government Transportation Security
Administration

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By _____

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REGISTERED AND COUNTERSIGNED:

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

By _____

By _____

By _____



Contract Control Number: PLANE-201206160-01

Contractor Name: US Government Transportation Security Administration

By: Dennis Gallagher

Name: DENNIS GALLAGHER
(please print)

Title: Real Estate Contracting Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

