

THIRD AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND UNIVERSAL PROTECTION SERVICES, LLC, d/b/a ALLIED UNIVERSAL SECURITY SERVICES, FOR SECURITY OFFICER SERVICES FOR PORT EVERGLADES, FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT, AND NORTH PERRY AIRPORT (RFP # R1311116P1)

This Third Amendment to the Agreement ("Third Amendment") between Broward County and Universal Protection Services, LLC, d/b/a Allied Universal Security Services, for Security Officer Services for Port Everglades, Fort Lauderdale-Hollywood International Airport, and North Perry Airport is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Universal Protection Services, LLC, a foreign limited liability company authorized to transact business in the state of Florida, d/b/a Allied Universal Security Services ("AUSS") (collectively referred to as the "Parties").

RECITALS

A. County and AlliedBarton Security Services LLC ("AlliedBarton") entered into that certain Agreement between Broward County and AlliedBarton Security Services LLC, for Security Officer Services for Port Everglades, Fort Lauderdale-Hollywood International Airport, and North Perry Airport, dated September 15, 2015 (the "Original Agreement") for security officer services ("Contract Services").

B. On October 27, 2016, AlliedBarton assigned its interest in the Original Agreement to AUSS, and County, through its Director of Purchasing, approved the assignment on January 10, 2017.

C. The Parties entered into a First Amendment dated November 28, 2017, and a Second Amendment dated June 5, 2019. The Original Agreement, as amended by the First Amendment and Second Amendment, is hereinafter referred to as the "Agreement."

D. The Agreement has an initial term of three years, commencing on October 1, 2015, and ending on September 30, 2018, with two (2) one-year optional renewal periods at the sole option of County and upon notice from the Director of Purchasing. The Director of Purchasing has exercised both of the one-year renewal options, renewing the Agreement through September 30, 2020.

E. The Agreement provides, as part of Section 4.3, for the possible continuation of services beyond the scheduled expiration of the agreement with an extension period not to exceed three (3) months upon notification by the Director of Purchasing to AUSS prior to the end of the term of the Agreement. The Director of Purchasing timely notified AUSS of its decision to extend the term for an additional three (3) months, through December 31, 2020.

F. The Parties desire to further amend the Agreement to provide for automatic monthly extensions of up to nine (9) one-month periods on a month-to-month basis through September 30, 2021, and additional compensation. The additional compensation being added

by this Third Amendment totals Ten Million Dollars (\$10,000,000.00) for Contract Services through September 30, 2021.

G. The Parties met and negotiated the additional compensation and funding, all in accordance with the Broward County Procurement Code, and this Third Amendment incorporates the results of such negotiations.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. The above Recitals are true and correct and are incorporated herein as if set forth in full hereunder.

2. Amendments made to the Agreement by this Third Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise stated.

3. Section 4.1 and 4.2 of the Agreement are hereby amended to read as follows:

4.1 The Term of this Agreement shall begin on October 1, 2015, and shall end on September 30, 2018 ("Initial Term"). The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes. The COUNTY's Director of Purchasing may renew this Agreement for up to two (2) one-year periods (each a "Renewal Term"), upon the same terms and conditions, by giving notice of the renewal to AUSS at least thirty (30) calendar days prior to the end of the initial term or any renewal term. After any extension period provided for in Section 4.3 ("Initial Extension Period"), the Agreement may be further extended by written notice of the Director of Purchasing for up to nine (9) additional one-month extension periods ("Monthly Extension(s)", which shall continue automatically on a month-to-month basis until terminated at the sole discretion of the Director of Purchasing. COUNTY's termination of the Monthly Extensions shall be effective on the date stated in the written notice of termination provided by COUNTY to AUSS, which date shall be no less than thirty (30) calendar days after such written notice is provided. Collectively, the Initial Term, Renewal Term(s), Initial Extension Period, and all exercised Monthly Extensions are referred to as the "Term."

4.2 All duties, obligations, and responsibilities of AUSS required by this Agreement shall be completed no later than ~~September 30, 2018~~ the end of the Term, unless as renewed or extended as provided herein. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

4. The Parties agree that the Director of Purchasing has effectively exercised each of the two (2) one-year Renewal Terms, which renewed the Agreement through September 30, 2020. The Parties further agree that the Director of Purchasing, pursuant to Section 4.3, timely notified AUSS of its decision to extend the term for the additional three (3) month Initial Extension Period, through December 31, 2020. The Parties further agree that the County has effectively exercised its option for the automatic Monthly Extensions, which shall commence on January 1, 2021, and continue until September 30, 2021, unless earlier terminated.

5. Section 7.1 of the Agreement is hereby amended, in part, to read as follows (original underlining omitted):

7.1 Maximum Amount Not-To-Exceed Compensation

COUNTY agrees to pay AUSS, as compensation for performance of all services for both the Airports and the Port as related to Exhibit "A," required under the terms of this Agreement, the maximum hourly billing rates as described in Exhibit "B(~~12~~)," up to a maximum not-to-exceed amount of Twenty-three Million Three Hundred Seventy-six Thousand Twenty Dollars (\$23,376,020.00) during the Term of this Agreement for Security Officer Services. In the event that the COUNTY renews this Agreement as provided in Section 4.1, COUNTY agrees to pay AUSS, as compensation for performance of all services for both the Airports and the Port as related to Exhibit "A" required under the terms of this Agreement, the maximum hourly billing rates as described in Exhibit "B(~~12~~)," up to a maximum not-to-exceed amount of ~~Twenty-four~~ Thirty-four Million Five Hundred Thirteen Thousand Dollars (~~\$24,513,000.00~~) (\$34,513,000.00) during the combined two (2) one-year renewal periods, the Initial Extension Period, and Monthly Extensions of this Agreement. The method of compensation shall be that of "maximum amount not-to-exceed," which means AUSS shall perform all services set forth herein for total compensation in the amount of or less than that stated above. The maximum hourly billing rates payable by COUNTY for each of AUSS's employee categories shall be shown on Exhibit "B(~~12~~)." Notwithstanding any provision of this Agreement to the contrary, AUSS shall provide a supervisor for the Airports at no expense to COUNTY.

...

6. Section 14.31 is hereby added to the Agreement, to read as follows:

14.31 VERIFICATION OF EMPLOYMENT ELIGIBILITY

AUSS represents that AUSS and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that

entry into this Agreement will not violate that statute. If AUSS violates this section, COUNTY may immediately terminate this Agreement for cause and AUSS shall be liable for all costs incurred by COUNTY due to the termination.

7. Exhibit "B(1)" is hereby deleted and replaced by Exhibit "B(2)," attached hereto and incorporated and made a part of the Agreement. All references to Exhibit "B(1)" in the Agreement are hereby amended to read Exhibit "B(2)."
8. Preparation of this Third Amendment has been a joint effort of County and AUSS, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
9. Except as expressly modified herein, all other terms and conditions of the Agreement remain in full force and effect.
10. This Third Amendment is effective upon complete execution by the Parties.
11. This Third Amendment may be fully executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same document.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties have made and executed this Third Amendment to the Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2020, and Universal Protection Services, LLC, d/b/a Allied Universal Security Services, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By _____
Al A DiCalvo (Date)
Assistant County Attorney

By _____
Russell J. Morrison (Date)
Senior Assistant County Attorney

AAD
AlliedUniversal-Third Amend_v7Final-2020-1123
11/23/20
File # 15-3020.02

THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND UNIVERSAL PROTECTION SERVICES, LLC, d/b/a ALLIED UNIVERSAL SECURITY SERVICES, FOR SECURITY OFFICER SERVICES FOR PORT EVERGLADES, FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT, AND NORTH PERRY AIRPORT (RFP # R1311116P1)

AUSS

WITNESSES:

UNIVERSAL PROTECTION SERVICE, LLC, a foreign limited liability company, d/b/a Allied Universal Security Services

Signature

By _____
Andrew Daniels, VP of Business
Development

Print/Type Name

____ day of _____, 2020

Signature

Print/Type Name

EXHIBIT B(2)
HOURLY RATE OF PAY SCHEDULE

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal or extension term(s), unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Hourly Rate of Pay Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B(2).

**Table B-1: Year 1 Staff/Personnel Hourly Services/Payment
(October 1, 2015 to September 30, 2016)**

Port Everglades	Maximum Billing Rate per Hour
Assistant Project Manager	\$27.69/hour
Field Shift Supervisor	\$22.24/hour
Field Shift Supervisor (Holiday & Overtime Rate)	\$30.58/hour
Level 1 - Access Control Officer Level 1 - Terminal Traffic Control Officer - Cruise Season, Oct thru Apr Level 1 - Terminal Traffic Control Officer - Off-Cruise Season, May thru Sep	\$18.24/hour
Level 1 - Access Control Officer (Holiday & Overtime Rate) Level 1 - Terminal Traffic Control Officer - Cruise Season, Oct thru Apr (Holiday & Overtime Rate) Level 1 - Terminal Traffic Control Officer - Off-Cruise Season, May thru Sep (Holiday & Overtime Rate)	\$25.08/hour
Level 2 - (Armed) - Access Control/Inspection Officer	\$26.58/hour
Level 2 - (Armed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$36.55 /hour

Aviation Department – Fort Lauderdale/Hollywood International and North Perry Airports	Maximum Billing Rate per Hour
Level 1 - Access Control/Inspection Officer	\$18.24/hour
Level 1 - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$25.08/hour
Level 2 - (Unarmed) - Access Control/Inspection Officer	\$18.89/hour
Level 2 - (Unarmed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$25.97/hour
Level 2 - (Armed) - Access Control/Inspection Officer	\$26.58/hour
Level 2 - (Armed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$36.55/hour

**Table B-1.1: Year 1 Equipment
(October 1, 2015 to September 30, 2016)**

Port Everglades	Monthly Rate
Security Patrol Vehicles	\$1700.00 per vehicle per month

**Table B-2: Year 2 Staff/Personnel Hourly Services/Payment
(October 1, 2016 to September 30, 2017)**

Port Everglades	Maximum Billing Rate per Hour
Assistant Project Manager	\$28.19/hour
Field Shift Supervisor	\$22.64/hour
Field Shift Supervisor (Holiday & Overtime Rate)	\$31.13/hour
Level 1 - Access Control Officer Level 1 - Terminal Traffic Control Officer - Cruise Season, Oct thru Apr Level 1 - Terminal Traffic Control Officer - Off-Cruise Season, May thru Sep	\$18.57/hour

Level 1 - Access Control Officer (Holiday & Overtime Rate)	\$25.53/hour
Level 1 - Terminal Traffic Control Officer - Cruise Season, Oct thru Apr (Holiday & Overtime Rate)	
Level 1 - Terminal Traffic Control Officer - Off-Cruise Season, May thru Sep (Holiday & Overtime Rate)	
Level 2 - (Armed) - Access Control/Inspection Officer	\$27.06/hour
Level 2 - (Armed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$37.21 /hour
Aviation Department – Fort Lauderdale/Hollywood International and North Perry Airports	Maximum Billing Rate per Hour
Level 1 - Access Control/Inspection Officer	\$18.57/hour
Level 1 - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$25.53/hour
Level 2 - (Unarmed) - Access Control/Inspection Officer	\$19.23/hour
Level 2 - (Unarmed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$26.44/hour
Level 2 - (Armed) - Access Control/Inspection Officer	\$27.06/hour
Level 2 - (Armed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$37.21/hour

**Table B-2.1: Year 2 Equipment
(October 1, 2016 to September 30, 2017)**

Port Everglades	Monthly Rate
Security Patrol Vehicles	\$1700.00 per vehicle per month

**Table B-3: Year 3 Staff/Personnel Hourly Services/Payment
(October 1, 2017 to September 30, 2018)**

Port Everglades	Maximum Billing Rate per Hour
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Assistant Project Manager	\$28.70/hour
Field Shift Supervisor	\$23.05/hour
Field Shift Supervisor (Holiday & Overtime Rate)	\$31.69/hour
Level 1 - Access Control Officer Level 1 - Terminal Traffic Control Officer - Cruise Season, Oct thru Apr Level 1 - Terminal Traffic Control Officer - Off-Cruise Season, May thru Sep	\$18.90/hour
Level 1 - Access Control Officer (Holiday & Overtime Rate) Level 1 - Terminal Traffic Control Officer - Cruise Season, Oct thru Apr (Holiday & Overtime Rate) Level 1 - Terminal Traffic Control Officer - Off-Cruise Season, May thru Sep (Holiday & Overtime Rate)	\$25.99/hour
Level 2 - (Armed) - Access Control/Inspection Officer	\$27.55/hour
Level 2 - (Armed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$37.88 /hour
Aviation Department – Fort Lauderdale/Hollywood International and North Perry Airports	Maximum Billing Rate per Hour
Level 1 - Access Control/Inspection Officer	\$18.90/hour
Level 1 - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$25.99/hour
Level 2 - (Unarmed) - Access Control/Inspection Officer	\$19.58/hour
Level 2 - (Unarmed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$26.92/hour
Level 2 - (Armed) - Access Control/Inspection Officer	\$27.55/hour
Level 2 - (Armed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$37.88/hour

**Table B-3.1: Year 3 Equipment
(October 1, 2017 to September 30, 2018)**

Port Everglades	Monthly Rate
Security Patrol Vehicles	\$1700.00 per vehicle per month

**Table B-4: Year 4 Staff/Personnel Hourly Services/Payment
(October 1, 2018 to September 30, 2019)**

Port Everglades	Maximum Billing Rate per Hour
Assistant Project Manager	\$28.99/hour
Field Shift Supervisor	\$23.28/hour
Field Shift Supervisor (Holiday & Overtime Rate)	\$32.01/hour
Level 1 - Access Control Officer	October 1, 2018 to December 31, 2018
Level 1 - Terminal Traffic Control Officer - Cruise Season, Oct thru Apr	\$19.09/hour
Level 1 - Terminal Traffic Control Officer - Off-Cruise Season, May thru Sep	January 1, 2019 to September 30, 2019 \$19.84/hour
Level 1 - Access Control Officer (Holiday & Overtime Rate)	October 1, 2018 to December 31, 2018
Level 1 - Terminal Traffic Control Officer - Cruise Season, Oct thru Apr (Holiday & Overtime Rate)	\$26.25/hour
Level 1 -Terminal Traffic Control Officer - Off-Cruise Season, May thru Sep (Holiday & Overtime Rate)	January 1, 2019 to September 30, 2019 \$27.28/hour
Level 2 - (Armed) - Access Control/Inspection Officer	\$27.83/hour
Level 2 - (Armed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$38.27 /hour
Aviation Department – Fort Lauderdale/Hollywood International and North Perry Airports	Maximum Billing Rate per Hour
Level 1 - Access Control/Inspection Officer	October 1, 2018 to December 31, 2018 \$19.09/hour
	January 1, 2019 to September 30, 2019 \$19.84/hour
Level 1 - Access Control/Inspection Officer (Holiday & Overtime Rate)	October 1, 2018 to December 31, 2018 \$26.25/hour
	January 1, 2019 to September 30, 2019 \$27.28/hour
Level 2 - (Unarmed) - Access Control/Inspection Officer	\$19.78/hour

Level 2 - (Unarmed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$27.20/hour
Level 2 - (Armed) - Access Control/Inspection Officer	\$27.83/hour
Level 2 - (Armed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$38.27/hour

**Table B-4.1: Year 4 Equipment
(October 1, 2018 to September 30, 2019)**

Port Everglades	Maximum Billing Rate per Hour
Security Patrol Vehicles	\$1700.00 per vehicle per month

**Table B-5: Year 5 Staff/Personnel Hourly Services/Payment
(October 1, 2019 to September 30, 2020)**

Port Everglades	Maximum Billing Rate per Hour
Assistant Project Manager	\$29.28/hour
Field Shift Supervisor	\$23.51/hour
Field Shift Supervisor (Holiday & Overtime Rate)	\$32.33/hour
Level 1 - Access Control Officer Level 1 - Terminal Traffic Control Officer - Cruise Season, Oct thru Apr Level 1 - Terminal Traffic Control Officer - Off-Cruise Season, May thru Sep	\$20.20/hour
Level 1 - Access Control Officer (Holiday & Overtime Rate) Level 1 - Terminal Traffic Control Officer - Cruise Season, Oct thru Apr (Holiday & Overtime Rate) Level 1 - Terminal Traffic Control Officer - Off-Cruise Season, May thru Sep (Holiday & Overtime Rate)	\$27.77/hour
Level 2 - (Armed) - Access Control/Inspection Officer	\$28.11/hour
Level 2 - (Armed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$38.65 /hour

Aviation Department – Fort Lauderdale/Hollywood International and North Perry Airports	Maximum Billing Rate per Hour
Level 1 - Access Control/Inspection Officer	\$20.20/hour
Level 1 - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$27.77/hour
Level 2 - (Unarmed) - Access Control/Inspection Officer	\$19.98/hour
Level 2 - (Unarmed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$27.47/hour
Level 2 - (Armed) - Access Control/Inspection Officer	\$28.11/hour
Level 2 - (Armed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$38.65/hour

**Table B-5.1: Year 5 Equipment
(October 1, 2019 to September 30, 2020)**

Port Everglades	Maximum Billing Rate per Hour
Security Patrol Vehicles	\$1700.00 per vehicle per month

**Table B-6: Year 6 Staff/Personnel Hourly Services/Payment
(October 1, 2020 to September 30, 2021)**

Port Everglades	Maximum Billing Rate per Hour
Assistant Project Manager	\$29.28/hour
Field Shift Supervisor	\$23.51/hour
Field Shift Supervisor (Holiday & Overtime Rate)	\$32.33/hour
Level 1 - Access Control Officer	October 1, 2020 to December 31, 2020
Level 1 - Terminal Traffic Control Officer - Cruise Season, Oct thru Apr	\$20.20/hour
Level 1 - Terminal Traffic Control Officer - Off-Cruise Season, May thru Sep	January 1, 2021 to September 30, 2021 \$22.19/hour

Level 1 - Access Control Officer (Holiday & Overtime Rate)	October 1, 2020 to December 31, 2020 \$27.77/hour
Level 1 - Terminal Traffic Control Officer - Cruise Season, Oct thru Apr (Holiday & Overtime Rate)	January 1, 2021 to September 30, 2021 \$30.52/hour
Level 1 - Terminal Traffic Control Officer - Off-Cruise Season, May thru Sep (Holiday & Overtime Rate)	
Level 2 - (Armed) - Access Control/Inspection Officer	\$28.11/hour
Level 2 - (Armed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$38.65/hour
Aviation Department – Fort Lauderdale/Hollywood International and North Perry Airports	Maximum Billing Rate per Hour
Level 1 - Access Control/Inspection Officer	October 1, 2020 to December 31, 2020 \$20.20/hour January 1, 2021 to September 30, 2021 \$22.19/hour
Level 1 - Access Control/Inspection Officer (Holiday & Overtime Rate)	October 1, 2020 to December 31, 2020 \$27.77/hour January 1, 2021 to September 30, 2021 \$30.52/hour
Level 2 - (Unarmed) - Access Control/Inspection Officer	October 1, 2020 to December 31, 2020 \$19.98/hour January 1, 2021 to September 30, 2021 \$22.19/hour
Level 2 - (Unarmed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	October 1, 2020 to December 31, 2020 \$27.47/hour January 1, 2021 to September 30, 2021 \$30.52/hour
Level 2 - (Armed) - Access Control/Inspection Officer	\$28.11/hour
Level 2 - (Armed) - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$38.65/hour

**Table B-6.1: Year 6 Equipment
(October 1, 2020 to September 30, 2021)**

Port Everglades	Maximum Billing Rate per Hour
Security Patrol Vehicles	\$1700.00 per vehicle per month

Note: County Recognized Billable Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day.