

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
UNIVERSAL PROTECTION SERVICE, LLC D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC
FOR SECURITY SERVICES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(RFP# GEN2120413P1)**

This Second Amendment ("Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC, a Delaware limited liability company registered to transact business in the State of Florida ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. On November 22, 2022, the Parties entered into the Agreement between Broward County and Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC for Security Services at Fort Lauderdale-Hollywood International Airport (RFP# GEN2120413P1) ("Original Agreement").

B. The Original Agreement was amended by a First Amendment, executed on November 27, 2024, which, among other things, required Contractor to contribute an additional \$0.30 per hour to the Building Service 32BJ Health Fund (as defined in the First Amendment) for hours worked by certain employees during Contract Year 2 and adjusted Contractor's compensation to reimburse Contractor for such additional costs. The Original Agreement as amended by the First Amendment is referred to herein as the "Agreement."

C. The Parties now desire to further amend the Agreement to increase the not-to-exceed amounts for Contract Year 3, Contract Year 4, and Contract Year 5, and to increase the estimated hours for certain Services.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. Section 5.1 of the Agreement is amended as follows (strikethroughs indicate deletions and bolding/underlining indicates additions):

5.1 Maximum Amounts. For all services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Categories	Not-To-Exceed Amount
Services	\$31,862,807.66 <u>36,362,807.66</u>
Optional Services	\$87,000.00
TOTAL NOT TO EXCEED	\$31,949,807.66 <u>36,449,807.66</u>

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in **Exhibit B** (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for Services. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

4. **Exhibit B** is replaced by **Exhibit B** as attached hereto, which is incorporated in the Agreement. Amendments to **Exhibit B** made pursuant to this Amendment are indicated by use of strikethroughs to indicate deletions and bolding/underlining to indicate additions. All references to **Exhibit B** in the Agreement are deemed to refer to the **Exhibit B** as attached hereto.

5. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended by this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. Preparation of this Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

7. Contractor acknowledges that through the date this Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

8. The effective date of this Amendment shall be the date that this Amendment is fully executed by the Parties.

9. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: 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 _____, 20__; and Contractor, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100

Digitally signed by Israel
Fajardo
Date: 2025.03.18 10:12:02
-04'00'
Israel Fajardo
By _____
Yesenia Alfonso (Date)
Assistant County Attorney

Digitally signed by Israel Fajardo
Date: 2025.03.18 10:12:28 -04'00'
Israel Fajardo
By _____
Israel Fajardo (Date)
Senior Assistant County Attorney

YA/ch
Allied FLL Second Amendment
02/27/2025
#1148443.1

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UNIVERSAL PROTECTION SERVICE, LLC D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC
FOR SECURITY SERVICES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(RFP # GEN2120413P1)**

CONTRACTOR

UNIVERSAL PROTECTION SERVICE, LLC
D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC

By: 
Authorized Signer

Bob Wood, President Florida Region
Print Name and Title

5 day of March, 20 25

EXHIBIT B - PAYMENT SCHEDULE

The rates specified below shall be in effect for the entire Term, 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 Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this **Exhibit B**.

Table A: Hourly Services/Rate

Services actually performed in accordance with the Agreement shall be invoiced and paid at the following rates for the applicable Contract Year, subject to the stated Maximum Not-To-Exceed Amount for that Contract Year:

Contract Year 1:

Staff/Personnel	Rate
Level I Security Officers	\$28.15/hour
Level I Security Officers (Overtime/Holiday)	\$36.03/hour
Level II Security Officers	\$31.24/hour
Level II Security Officers (Overtime/Holiday)	\$40.23/hour
Level III Security Officers	\$34.50/hour
Level III Security Officers (Overtime/Holiday)	\$44.43/hour
Supervisor I	\$37.76/hour
Supervisor I (Overtime/Holiday)	\$48.63/hour
Supervisor II	\$36.92/hour
Supervisor II (Overtime/Holiday)	\$52.83/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicle (per vehicle)	\$1,450/month
Maximum Not-To-Exceed Amount for all Services for Contract Year 1	\$5,993,839.68

Contract Year 2:

Staff/Personnel	Rate*
Level I Security Officers	\$28.99/hour
Level I Security Officers (Overtime/Holiday)	\$37.11/hour
Level II Security Officers	\$32.18/hour
Level II Security Officers (Overtime/Holiday)	\$41.44/hour
Level III Security Officers	\$35.54/hour
Level III Security Officers (Overtime/Holiday)	\$45.76/hour
Supervisor I	\$38.89/hour
Supervisor I (Overtime/Holiday)	\$50.09/hour
Supervisor II	\$38.03/hour
Supervisor II (Overtime/Holiday)	\$54.41/hour
Assistant Program Manager	Not Billable

Staff/Personnel	Rate*
Program Manager	Not Billable
Vehicle (per vehicle)	\$1,450/month
Maximum Not-To-Exceed Amount for all Services for Contact Year 2	\$6,216,496.92

*Commencing on October 1, 2024, these hourly rates shall increase by \$0.30 for hours worked by CSS Personnel for whom Contractor makes the Additional Payment Obligation into the Building Service 32BJ Health Fund ("Temporary Rate Increase"). This Temporary Rate Increase is for Contract Year 2 only, shall be invoiced to County as a separate line item, and has no impact on any other Contract Year.

Contract Year 3:

Staff/Personnel	Rate
Level I Security Officers	\$29.86/hour
Level I Security Officers (Overtime/Holiday)	\$38.22/hour
Level II Security Officers	\$33.15/hour
Level II Security Officers (Overtime/Holiday)	\$42.68/hour
Level III Security Officers	\$36.61/hour
Level III Security Officers (Overtime/Holiday)	\$47.13/hour
Supervisor I	\$40.06/hour
Supervisor I (Overtime/Holiday)	\$51.59/hour
Supervisor II	\$39.17/hour
Supervisor II (Overtime/Holiday)	\$56.04/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicle (per vehicle)	\$1,450/month
Maximum Not-To-Exceed Amount for all Services for Contact Year 3	\$6,358,883.57 <u>\$7,858,883.57</u>

Contract Year 4 (if extended):

Staff/Personnel	Rate
Level I Security Officers	\$30.76/hour
Level I Security Officers (Overtime/Holiday)	\$39.37/hour
Level II Security Officers	\$34.14/hour
Level II Security Officers (Overtime/Holiday)	\$43.96/hour
Level III Security Officers	\$37.71/hour
Level III Security Officers (Overtime/Holiday)	\$48.54/hour
Supervisor I	\$41.26/hour
Supervisor I (Overtime/Holiday)	\$53.14/hour
Supervisor II	\$40.35/hour
Supervisor II (Overtime/Holiday)	\$57.72/hour
Assistant Program Manager	Not Billable

Staff/Personnel	Rate
Program Manager	Not Billable
Vehicle (per vehicle)	\$1,450/month
Maximum Not-To-Exceed Amount for all Services for Contact Year 4	\$6,549,026.72 <u>\$8,049,026.72</u>

Contract Year 5 (if extended):

Staff/Personnel	Rate
Level I Security Officers	\$31.68/hour
Level I Security Officers (Overtime/Holiday)	\$40.55/hour
Level II Security Officers	\$35.16/hour
Level II Security Officers (Overtime/Holiday)	\$45.28/hour
Level III Security Officers	\$38.84/hour
Level III Security Officers (Overtime/Holiday)	\$50.00/hour
Supervisor I	\$42.50/hour
Supervisor I (Overtime/Holiday)	\$54.73/hour
Supervisor II	\$41.56/hour
Supervisor II (Overtime/Holiday)	\$59.45/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicle (per vehicle)	\$1,450/month
Maximum Not-To-Exceed Amount for all Services for Contact Year 5	\$6,744,560.77 <u>\$8,244,560.77</u>

All references to “(Overtime/Holiday)” in the preceding charts refer to overtime hours approved in advance in writing by the Contract Administrator, or hours worked on any of the following County holidays: New Year’s Day; Martin Luther King, Jr. Day; Presidents’ Day; Memorial Day; Juneteenth Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day (Observed).

Table B: Optional Services

Staff/Personnel	Rate
Additional Vehicle(s)	\$47.67/day

Table C: Estimated Hours

Estimated Annual Hours for Services	
CLASSIFICATION	ESTIMATED ANNUAL HOURS
Level I	18,013 <u>64,013</u>
Level I (Overtime/Holiday)	507
Level II	70,319
Level II (Overtime/Holiday)	1,981
Level III	70,319

Estimated Annual Hours for Services	
CLASSIFICATION	ESTIMATED ANNUAL HOURS
Level III (Overtime/Holiday)	1,981
Supervisor I	8,520
Supervisor I (Overtime/Holiday)	240
Supervisor II	8,520
Supervisor II (Overtime/Holiday)	240
Operation Manager (Not Billable)	8,760
Project Manager (Not Billable)	2,080

Contractor shall provide CSS Personnel in sufficient number to properly provide the Services. Estimated hours are provided in Table C of this Exhibit for planning purposes only and actual hours required may vary. No minimum or maximum number of hours of work is expressed or implied based on the amount of hours listed in Table C in this **Exhibit B**. The Contract Administrator may request increases or decreases in Services or hours in writing based on the Airport needs, and Contractor shall promptly implement any such requested increases or decreases; provided, however, the maximum not-to-exceed amount stated in this **Exhibit B** for the applicable Contract Year shall never be exceeded. All hours worked must be approved in writing through a Staffing Report.

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