

FIRST 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)

This is a First Amendment to the Agreement 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"), as successor in interest by assignment from ALLIEDBARTON SECURITY SERVICES LLC ("AlliedBarton") (collectively referred to as the "Parties").

WHEREAS, COUNTY and AlliedBarton entered into an agreement for security officer services for Port Everglades, Fort Lauderdale-Hollywood International Airport, and North Perry Airport, dated September 15, 2015 (the "Agreement"); and

WHEREAS, on October 27, 2016, AlliedBarton assigned its interest in the Agreement to AUSS, and COUNTY, through its Director of Purchasing, accepted the assignment on January 10, 2017; and

WHEREAS, the Parties desire to amend the Agreement to provide for additional funding for security officer services for the initial three-year term of the Agreement; and

WHEREAS, the Parties met and negotiated the additional funding, all in accordance with the Broward County Procurement Code, and this First Amendment to the Agreement incorporates the results of such negotiation, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms and conditions, promises, and covenants hereinafter set forth, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. Unless otherwise stated, words in ~~struck through~~ type are deletions from existing text and words in underlined type are additions to existing text.
3. All references to "ALLIEDBARTON SECURITY SERVICES LLC" are hereby deleted and replaced with "UNIVERSAL PROTECTION SERVICE, LLC, d/b/a ALLIED UNIVERSAL SECURITY SERVICES," and all references to "ALLIEDBARTON" are hereby deleted and replaced with "AUSS."

4. Article 7, COMPENSATION, Section 7.1, is hereby amended, in part, to read as follows (original underlining omitted):

7.1 Maximum Amount Not-To-Exceed Compensation

COUNTY agrees to pay ALLIEBARTON 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," up to a maximum not-to-exceed amount of ~~Seventeen Million Seven Hundred Thousand~~ Twenty-three Million Three Hundred Seventy-six Thousand Twenty Dollars (\$17,700,000.00) (\$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 ALLIEBARTON 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," up to a maximum not-to-exceed amount of Twelve Million One Hundred Eighty Thousand Dollars (\$12,180,000.00) during the two (2) one-year renewal periods of this Agreement. The method of compensation shall be that of "maximum amount not-to-exceed," which means ALLIEBARTON 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 ALLIEBARTON's AUSS's employee categories shall be shown on Exhibit "B." Notwithstanding any provision of this Agreement to the contrary, ALLIEBARTON AUSS shall provide a supervisor for the Airports at no expense to COUNTY.

...

5. Article 7, COMPENSATION, Section 7.4, is hereby amended to read as follows:

7.4 Payment shall be made to ALLIEBARTON AUSS at:

- Check:  
PNC Bank  
Lock Box # 828854  
Route 38 and Eastgate Drive  
Moorestown, NJ 08057

Or

- EFT:  
PNC Bank  
1600 Market Street  
Philadelphia, PA 19103

Bank Contact: ~~Susan Neilson~~ Teresa Forte  
Treasury Management  
Phone: ~~302-429-5697~~ 215-585-5793  
Fax: ~~302-429-5698~~ 877-432-2869  
E-Mail: ~~susan.neilson@pncbank.com~~ teresa.forte@pncbank.com

Account Name: ~~AlliedBarton Security Services~~  
Universal Services of America, LP  
ABA Routing Number 031000053  
Account #: 8615592272  
Beneficiary: ~~AlliedBarton Security Services~~ Allied Universal Security Services  
~~CTX Format~~ CCD + Format (Preferred)

6. Article 14, MISCELLANEOUS, Section 14.2, is hereby deleted and replaced with the following:

14.2 PUBLIC RECORDS

To the extent AUSS is acting on behalf of COUNTY as stated in Section 119.0701, Florida Statutes, AUSS shall:

a. Keep and maintain public records required by COUNTY to perform the services under this Agreement;

b. Upon request from COUNTY, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to COUNTY; and

d. Upon completion or termination of this Agreement, transfer to COUNTY, at no cost, all public records in possession of AUSS or keep and maintain public records required by COUNTY to perform the services. If AUSS transfers the records to COUNTY, AUSS shall destroy any duplicate public records that are exempt or confidential and exempt. If AUSS keeps and maintains public records, AUSS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request in a format that is compatible with the information technology systems of COUNTY.

The failure of AUSS to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling COUNTY to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to COUNTY, who will be responsible for responding to any such public records requests. AUSS will provide any requested records to COUNTY to enable COUNTY to respond to the public records request.

Any material submitted to COUNTY that AUSS contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, AUSS must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to COUNTY for records designated by AUSS as Trade Secret Materials, COUNTY shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by AUSS. AUSS shall indemnify and defend COUNTY and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF AUSS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AUSS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 468-3501, JORHERNANDEZ@BROWARD.ORG, 1850 ELLER DRIVE, SUITE 603, FORT LAUDERDALE, FLORIDA 33316.**

7. Article 14, MISCELLANEOUS, Sections 14.3, 14.4, 14.7, and 14.8, are hereby amended to read as follows (original underlining omitted):

14.3 AUDIT RIGHTS AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of ~~ALLIEDBARTON~~ AUSS and its subcontractors that are related to this Project. ~~ALLIEDBARTON~~ AUSS and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of ~~ALLIEDBARTON~~ AUSS

and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, ~~ALLIEDBARTON AUSS~~ or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

~~ALLIEDBARTON AUSS~~ and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement ~~for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable,~~ for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to COUNTY of any nature by AUSS in excess of five percent (5%) of the total contract billings reviewed by COUNTY, the reasonable actual cost of COUNTY's audit shall be reimbursed to the COUNTY by AUSS in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of COUNTY's findings to AUSS.

~~ALLIEDBARTON AUSS~~ shall ensure that the requirements of this Section ~~9.3~~ are included in all agreements with its subcontractor(s).

#### 14.4 TRUTH-IN-NEGOTIATION REPRESENTATION

~~ALLIEDBARTON AUSS~~ compensation under this Agreement is based upon representations supplied to COUNTY by ~~ALLIEDBARTON AUSS~~, and ~~ALLIEDBARTON AUSS~~ certifies that the wage rates, factual unit costs, and other information supplied to substantiate AUSS's compensation, including, without limitation, in the negotiation of this Agreement, is ~~is~~ are accurate, complete, and current at the time of contracting. COUNTY shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

#### 14.7 THIRD PARTY BENEFICIARIES

~~Except as provided under Subsection 12.4 and Exhibit "D," neither ALLIEDBARTON~~ Neither AUSS nor COUNTY intends to directly or substantially benefit a third party

by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

#### 14.8 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

##### FOR COUNTY:

County Administrator  
Governmental Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

Copies mailed to:  
PORT EVERGLADES  
Attn: Chief Executive/Port Director  
1850 Eller Drive  
Fort Lauderdale, FL 33316

And

Director of Aviation  
Broward County Aviation Department  
2200 SW 45<sup>th</sup> St.  
Dania Beach, FL 33312

##### FOR ~~ALLIEDBARTON~~ AUSS:

~~Jose Ubieta, Vice President of Operations/Florida Region  
ALLIEDBARTON SECURITY SERVICES, LLC  
600 W Hillsboro Blvd., Suite 350  
Deerfield Beach, FL 33441~~

Robert Chambers, Vice President of Operations/Florida Region  
ALLIED UNIVERSAL SECURITY SERVICES  
3201 W. Commercial Blvd., Suite 116

Fort Lauderdale, FL 33309

8. Article 14, MISCELLANEOUS, Section 14.20, is hereby deleted and replaced with the following:

14.20 PAYABLE INTEREST

14.20.1 Payment of Interest. COUNTY shall not be liable to pay any interest to AUSS for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof AUSS waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

14.20.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

9. Preparation of this First Amendment to the Agreement 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 any other.

10. All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect and are to be performed at the level specified in the Agreement.

11. This First Amendment to the Agreement shall be effective upon execution by the Parties, and may be fully executed in multiple copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**(Remainder of page intentionally left blank)**

IN WITNESS WHEREOF, the Parties hereto have made and executed this First 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 \_\_\_\_\_, 2017, and UNIVERSAL PROTECTION SERVICES, LLC, d/b/a ALLIED UNIVERSAL SECURITY SERVICES, signing by and through its VP of Business Development 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 \_\_\_\_\_, 20\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

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 [Signature] 11/17/17  
Signature (Date)  
CARLOS DE LA GUERRA  
RISK MANAGEMENT & CON  
BUSINESS ADMINISTRATION DIVISION  
PORT EVERGLADES

By [Signature] 11/17/17  
Al A DiCalvo (Date)  
Assistant County Attorney

[Signature] 11/17/17  
Russell J. Morrison (Date)  
Senior Assistant County Attorney

Print Name and Title above

AAD/cr  
AlliedBarton-First Amend\_v3Final-2017-1114  
10/25/17, 11/14/17  
File # 15-3020.02

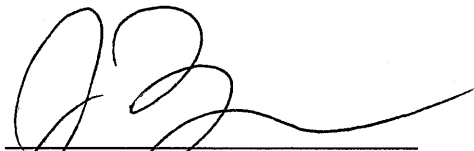


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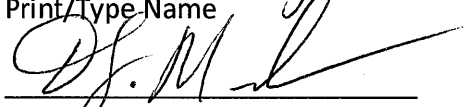
AUSS

WITNESSES:

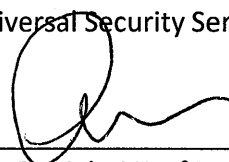
UNIVERSAL PROTECTION SERVICE, LLC, a  
foreign limited liability company, d/b/a  
Allied Universal Security Services

  
\_\_\_\_\_  
Signature

Jason Egan  
\_\_\_\_\_  
Print/Type Name

  
\_\_\_\_\_  
Signature

David J. Macedo  
\_\_\_\_\_  
Print/Type Name

  
\_\_\_\_\_  
By  
Andrew Daniels, VP of Business  
Development

16 day of November, 20 17.