

SECOND 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 Second Amendment to the Agreement ("Second 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 to the Original Agreement, dated November 28, 2017 (the "First Amendment"), to provide for additional funding for security officer services for the initial three-year term. The Original Agreement, as amended by the First Amendment, is hereinafter referred to as the "Agreement."

D. The Agreement requires that AUSS, a "covered employer," comply with the Living Wage Ordinance, Sections 26-100 through 26-105, including that AUSS pay all of its employees providing "covered services," as defined in the Living Wage Ordinance, a living wage. The Agreement also requires that AUSS comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

E. On December 11, 2018, the Living Wage Ordinance was amended to increase the living wage rate to at least \$13.27 per hour with a qualifying health care benefits amount of at least \$1.63 per hour, or at least \$14.90 per hour without qualifying health care benefits, adjusted annually as provided in the Living Wage Ordinance. The amendment to the Living Wage Ordinance provides that for covered contracts entered into prior to January 1, 2019, the vendor and County may enter into a written amendment applying the higher amended living wage rate or the vendor may provide a written consent and express waiver to any objection or defense to the application of the higher amended living wage rate. On February 26, 2019, the Living Wage

Ordinance was further amended to further increase the health care benefit amount effective January 1, 2021.

F. 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 and upon notice from the Director of Purchasing. The Director of Purchasing has exercised the first one-year renewal option, extending the Agreement through September 30, 2019. The Director of Purchasing has not yet exercised the second one-year renewal option.

G. The Parties desire to further amend the Agreement to provide for application of the higher amended living wage rate for Contract Services retroactively to January 1, 2019, and provide additional compensation and funding for Contract Services for the current term, which is the first one-year renewal period, and for the second one-year renewal period through September 30, 2020. The additional compensation and funding being added by this Second Amendment totals Twelve Million Three Hundred Thirty-three Thousand Dollars (\$12,333,000), of which approximately Seven Hundred Fifty Thousand Dollars (\$750,000) is for additional compensation resulting from AUSS's implementation of the amended living wage rate from January 1, 2019, through and including September 30, 2020, and the remainder for increases in the level of Contract Services for the same period.

H. The Parties met and negotiated the additional compensation and funding, all in accordance with the Broward County Procurement Code, and this Second 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. This Second Amendment constitutes a written amendment applying the higher amended living wage and health care benefit amount to the Agreement, in compliance with the conditions stated in Section 26-102(a)(3)c.1. of the Living Wage Ordinance, with amended rates relating back to January 1, 2019, as noted in Exhibit "B(1)."
2. Amendments made to the Agreement by this Second Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise stated.
3. For the remaining duration of the Agreement, including any extension, renewals, or amendments, AUSS agrees to and shall pay to all of its "covered employees" providing "covered services" (as those terms are defined in the Living Wage Ordinance) the living wage rate of at least \$13.27 per hour with a qualifying health care benefit amount of at least \$1.63 per hour, or at least \$14.90 per hour without qualifying health care benefits, adjusted as provided in the Living Wage Ordinance, as amended. AUSS shall fully comply with the requirements of the Living Wage Ordinance, including as may be amended from time to time hereafter. AUSS shall ensure all of

its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance, including by paying the higher rates listed in this paragraph and including as such ordinance or rates may be amended from time to time hereafter.

4. The Agreement is hereby amended to adjust the amount paid to AUSS for the Contract Services actually performed as follows: the revised hourly rates as noted in Exhibit "B(1)," which is estimated to amount to Seven Hundred Fifty Thousand Dollars (\$750,000) in additional compensation for implementation of the amended living wage rate from January 1, 2019, through and including September 30, 2020. AUSS shall invoice County retroactively, within thirty (30) calendar days of the effective date of this Second Amendment, for the difference between the old and revised hourly rates in Exhibit "B(1)" that accrued between January 1, 2019, and the effective date of this Second Amendment.

5. The Parties stipulate that the increase in compensation stated above in paragraph 4 is to reasonably mitigate the increased costs to AUSS resulting from the December 11, 2018, amendment to the Living Wage Ordinance. AUSS certified the truth and accuracy of the documentation submitted by AUSS to demonstrate increased costs. AUSS certified that the increase in compensation stated in paragraph 4 is equal to or is less than the actual amount of the increased costs to AUSS resulting from the December 11, 2018, amendment to the Living Wage Ordinance.

6. Throughout the duration of the Agreement, including any extensions, renewals, or amendments, upon request by County, AUSS shall provide documentation that demonstrates AUSS is paying at least the applicable living wage rate required in the Living Wage Ordinance. If AUSS fails to pay the applicable living wage rate as required in the Living Wage Ordinance, including as amended, then in addition to any other remedies available to County, the incremental increase in compensation paid to AUSS as described in paragraph 4 shall be refunded to County within thirty (30) calendar days of written demand by County. If at any time during the term of the Agreement the Living Wage Ordinance is not in effect or not applicable to the covered services, for any reason, AUSS agrees that for the period of time during which such ordinance is not in effect or not applicable to the covered services, the incremental increase in compensation paid to AUSS described in paragraph 4 shall be refunded to County within thirty (30) calendar days of written demand by County. If the Living Wage Ordinance is no longer in effect or applicable to AUSS, then the Parties shall amend the Agreement to revise Exhibit "B(1)," the Hourly Rate of Pay Schedule, accordingly.

7. 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(1),"

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(1)," up to a maximum not-to-exceed amount of ~~Twelve Million One Hundred Eighty Thousand Twenty-four Million Five Hundred Thirteen Thousand Dollars (\$12,180,000.00)~~ (\$24,513,000.00) during the combined two (2) one-year renewal periods 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(1)." Notwithstanding any provision of this Agreement to the contrary, AUSS shall provide a supervisor for the Airports at no expense to COUNTY.

...

8. Section 14.2 of the Agreement is hereby amended, in part, to read as follows (original underlining omitted):

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;

...

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 the 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 PRODUCTION – 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.

...

9. Section 14.27 of the Agreement is hereby amended to read as follows (original underlining omitted):

14.27 LIVING WAGE REQUIREMENT

~~To the extent~~ If AUSS is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-102 26-100 through 26-105, Broward County Code of Ordinances, AUSS agrees to and shall pay to all of its employees providing "covered services," as defined therein in the ordinance, a living wage as required by such ordinance, and AUSS shall fully comply with the requirements of such ordinance ~~and shall satisfy, comply with, and complete all of the obligations set forth therein, including as may be amended from time to time.~~ AUSS shall ~~be responsible for and shall ensure that~~ all of its ~~s~~Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance ~~and~~

satisfy, comply with, and complete all of the obligations set forth therein, including as may be amended from time to time.

10. Exhibit "B" is hereby deleted and replaced by Exhibit "B(1)," attached hereto and incorporated into and made a part of the Agreement. All references to Exhibit "B" in the Agreement are hereby amended to read as Exhibit "B(1)."
11. Exhibit "F" is hereby deleted and replaced by Exhibit "F(1)," attached hereto and incorporated into and made a part of the Agreement. All references to Exhibit "F" in the Agreement are hereby amended to read as Exhibit "F(1)."
12. Preparation of this Second 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.
13. Except as expressly modified herein, all other terms and conditions of the Agreement remain in full force and effect.
14. This Second Amendment is effective upon complete execution by the Parties.
15. This Second 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.

IN WITNESS WHEREOF, the Parties have made and executed this Second 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 _____, 2019, and Universal Protection Services, LLC, d/b/a Allied Universal Security Services, signing by and through its VP of Business Dev., 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 _____, 2019

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 5/21/19
Al A DiCalvo (Date)
Assistant County Attorney

By Russell J. Morrison 5/21/19
Russell J. Morrison (Date)
Senior Assistant County Attorney

SECOND 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

Jose Ubieta

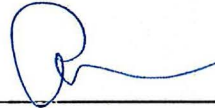
Print/Type Name



Signature

Taylor McDonald

Print/Type Name



By _____

Andrew Daniels, VP of Business
Development

21 day of May, 2019

EXHIBIT B(1)
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(1).

**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
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 (OPTIONAL)
(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	<u>October 1, 2018 to December 31, 2018</u>
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	<u>January 1, 2019 to September 30, 2019</u>
	<u>\$19.84/hour</u>
Level 1 - Access Control Officer (Holiday & Overtime Rate)	<u>October 1, 2018 to December 31, 2018</u>
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)	<u>January 1, 2019 to September 30, 2019</u>
	<u>\$27.28/hour</u>
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	<u>October 1, 2018 to December 31, 2018</u> \$19.09/hour <u>January 1, 2019 to September 30, 2019</u> \$19.84/hour
Level 1 - Access Control/Inspection Officer (Holiday & Overtime Rate)	<u>October 1, 2018 to December 31, 2018</u> \$26.25/hour <u>January 1, 2019 to September 30, 2019</u> \$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 (OPTIONAL)
(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 (OPTIONAL)
(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	\$19.28/hour <u>\$20.20/hour</u>
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)	\$26.51/hour <u>\$27.77/hour</u>
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	\$19.28/hour <u>\$20.20/hour</u>
Level 1 - Access Control/Inspection Officer (Holiday & Overtime Rate)	\$26.51/hour <u>\$27.77/hour</u>
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 (OPTIONAL)
(October 1, 2019 to September 30, 2020)**

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.

**EXHIBIT "F(1)"
INSURANCE REQUIREMENTS**

Project: Security Services
Agency: Port Everglades, Fort Lauderdale-Hollywood International Airport, and North Perry Airport

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$ 5 mil	\$ 5 mil
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$ 1 mil (\$5mil Airside)	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$ 1mil	
<input type="checkbox"/> POLLUTION / ENVIRONMENTAL LIABILITY			If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form:	\$ 2 mil	
			Extended Reporting Period of:	2 year	
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):		
			*Maximum Deductible:		

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.

CERTIFICATE HOLDER:

Broward County
1850 Eller Drive
Fort Lauderdale, Florida 33316

Attention: Vincent Tuzeo


 Risk Management Division

5/20/19