

DRAFT

Agenda Item

4



AGENDA STAFF REPORT

ASR Control 20-000493

MEETING DATE: 06/23/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved)
DEPARTMENT CONTACT PERSON(S): Barry A. Rondinella (949) 252-5183
 Scott Hagen (949) 252-5241

SUBJECT: Approve Amendment Number Two with Universal Protection Service, LP

CEO CONCUR
Pending Review

COUNTY COUNSEL REVIEW
Approved Agreement to Form

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes

Current Year Cost: N/A

Annual Cost: FY 2020-21
\$564,000
FY 2021-22 \$562,000

Staffing Impact: No

of Positions:

Sole Source: No

Current Fiscal Year Revenue: N/A

Funding Source: Airport Operating Fund 280:100% **County Audit in last 3 years:** No

Prior Board Action: 11/19/2019 #18, 1/10/2017 #27

RECOMMENDED ACTION(S):

1. Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA. **CEQA CLEARANCE HAS BEEN SOUGHT BY OCPW BUT HAS NOT YET BEEN RECEIVED.**
2. Authorize the County Procurement Officer, or authorized Deputy, to execute Amendment Number Two to the Contract with Universal Protection Service, LP, dba Allied Universal Security Services for Armed and Unarmed Security Guard Services, effective upon Board of Supervisors' approval, in the amount of \$1,126,000, for a new contract amount not to exceed \$3,626,000.

SUMMARY:

Approval of Amendment Number Two with Universal Protection Service, LP, dba Allied Universal Security Services, will allow John Wayne Airport to move forward with a phased transition to private security personnel staffing the terminal curbside, traffic management and Air Cargo gate assignment.

BACKGROUND INFORMATION:

On January 10, 2017, the Board of Supervisors (Board) awarded a three-year contract to Universal Protection Service, LP, effective February 1, 2017, through January 31, 2020, for a total three-year cost of \$3,275,547, renewable for two additional one-year periods. Security posts under this Contract included:

1. One armed security supervisor.
2. Three armed security guard post positions at separate airfield vehicle access gates.
3. One unarmed post for the Terminal C Sterile Area exit stairway and escalator.
4. One unarmed security guard post for concession product inspections prior to entry into the terminal Sterile Area.

On November 19, 2019, the Board approved Amendment Number One to the Contract with Universal Protection Service, LP, dba Allied Universal Security Services (AUS) for two years, effective February 1, 2020, through January 31, 2022, in an amount not to exceed \$2,500,000. Under this Amendment, a Site Supervisor was added to provide administrative support under the Contract, and the additional services contingency was increased to cover unanticipated security guard services that fall within the Scope of Work but are not part of the schedule of services specified in the Contract.

Recently, John Wayne Airport (JWA) and the Orange County Sheriff's Department (OCSD) reworked the security model at the airport to provide both robust security and cost containment. OCSD proposed a plan to shift services for terminal curbside, traffic management to a private vendor in a two-phased approach. Phase I will become effective in July 2020, and Phase II will commence in July 2021. By accepting the OCSD proposal, JWA would allow a higher concentration of law enforcement personnel in the most vulnerable areas of JWA.

JWA approached our current security vendor, AUS, and asked for a proposal to provide curbside traffic management and air cargo gate service that OCSD would relinquish. AUS is the incumbent private security provider for JWA. In Phase One, AUS would staff three terminal curbside traffic management posts on the arrival level roadway, provide a lead officer to cover traffic officer breaks and lunches and staff the Air Cargo gate at the cost of \$564,006. In Phase Two, AUS would staff three additional terminal curbside, traffic management posts on the departure level roadway at the cost of \$561,738. These additional posts would fall under the existing AUS Supervisor's span of control. The AUS proposal includes adding an armed security position at the Air Cargo vehicle gate in support of air cargo (FedEx and UPS) aircraft operations that take place Monday through Friday from 2:00 pm to 8:00 pm.

JWA seeks Board approval to proceed with approval of Amendment Number Two to the Contract with AUS to obtain the additional private security personnel to staff the terminal curbside, traffic management assignments, as well as the armed Air Cargo gate assignment.

AUS's performance has been confirmed as at least satisfactory. JWA has verified there are no concerns that must be addressed with respect to the Contractor's ownership/name, litigation status, or conflicts with County interests

The Contract does not currently include subcontractors or pass through to other providers. See Attachment B for the Contract Summary Form. Prior to contract expiration, JWA plans to issue a solicitation to continue services.

Compliance with CEQA: This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a

direct physical change in the environment; or a reasonably foreseeable indirect physical change in the environment. The proposed additional security protection services does not commit the County to a project-specific course of action and therefore is not subject to CEQA. This proposed activity is, therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:

Appropriations for the Contract Amendment are included in the FY 2020-21 Budget for Airport Operating Fund 280 and will be included in the budgeting process for future years.

The Contract Amendment may be terminated by the County without penalty immediately with cause or after 30 days' written notice without cause.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Amendment Number Two with Universal Protection Services, LP dba Allied Universal Security Services (MA-280-17011051)
Attachment B - Contract Summary Form

**Amendment Number Two
Contract MA-280-17011051
For
Armed Security Guard Services**

This Amendment is made between the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport ("County" or "JWA"), and Universal Protection Services, LP dba Allied Universal Security Services ("Contractor"), which are sometimes individually referred to as a "Party" or collectively referred to as the "Parties."

Recitals

WHEREAS, the Parties entered into Contract MA-280-17011051 for Armed Security Guard Services (the "Contract"), effective February 1, 2017 through January 31, 2020, in the amount not to exceed \$3,275,547; and

WHEREAS, pursuant to Amendment Number One, the Parties renewed the Contract for two (2) additional years, effective February 1, 2020 through January 31, 2022, with a new Contract amount not to exceed \$2,500,000, and amended the Contract to reflect Contractor's name change; and

WHEREAS, the Parties now desire to include additional items to the Contract's Scope of Work; and

WHEREAS, the Parties now desire to increase the total Contract not-to-exceed amount to \$3,626,000; and

WHEREAS, the Parties now desire to amend various Contract provisions to reflect revised County policies and update the Parties notice information; and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

Articles

1. Section XIV, Curbside Traffic/Security Program shall be added to Contract Attachment A, Scope of Work and shall read in its entirety as follows:

XIV. CURBSIDE TRAFFIC/SECURITY PROGRAM

Contractor to provide curbside traffic control / security services at John Wayne Airport, as well as an armed guard at the cargo gate.

Curbside deployment would be implemented in two phases.

Phase 1 shall commence July 1, 2020 and shall be performed on the arrival level. This initial deployment shall consist of three (3) officers working during the main operating hours of the airport as well as site leads/breakers for both proposed shifts. The staffing plan for Phase 1 is as follows:

- Schedules for arrival level:

Days shift: 7:00 am – 3:30 pm = 8 hours x 3 posts x 7 days = 168 HPW (hours per week)

Swing shift: 2:30 pm – 11:00 pm = 8 hours x 3 posts x 7 days = 168 HPW

Total hours: 336 HPW

- Lead/Breaker for both shifts: 112 HPW Total Phase 1 hours per week: 448 HPW.

Phase 2 shall consist of a similar deployment, which will begin July 1, 2021. Phase 2 deployment shall consist of three (3) additional officers working during the main operating

hours of the airport, deployed on the departure level of the airport. The proposed additional staffing plan for Phase 2 is as follows:

- Schedules for departure level:

Day shift: 5:00 am – 1:30 pm = 8 hours x 3 posts x 7 days = 168 HPW

Swing shift: 1:30 pm – 10:00 pm = 8 hours x 3posts x 7 days = 168 HPW

Total hours = 336 HPW

Total Phase 2 additional hours per week: 336 HPW.

Total Curbside deployment beginning July 1, 2021 (Phase 1 and Phase 2 combined): 784 HPW

Officers hired for these posts would be subject to the same screening policies as those required under the current contract with JWA, and would be unarmed. Post specific training would focus on traffic control procedures as well as customer service and emergency response protocols. Contractor's security professionals would be expected to enforce security rules and regulations, as well as loading and staging rules as prescribed by JWA. Security professionals would help maintain smooth traffic flow, monitor vehicles stopped at the terminal while actively loading and unloading baggage, assist emergency vehicles and personnel responding to incidents, provide information assistance to travelers, and assist with directing passengers to ground transportation (i.e Uber/Lift/taxi service). Security professionals would monitor and assist pedestrians while crossing traffic lanes to enter and exit the parking areas and would monitor the coordination of the smooth flow of vehicle traffic and the safe crossing of pedestrians.

The lead officer would be tasked with supervising this detail exclusively, and would act as a roving breaker. No post would be unattended under this scenario. The lead would report to the supervisor on duty under the current Contract.

Beginning July 1, 2020, Contractor would also provide the addition of an armed officer post located at the Cargo Gate. The Cargo Gate officer will be responsible for access control, specifically unauthorized entry, inspection of access credentials, etc. at the Cargo Gate. Deployment proposed:

2:00pm – 8pm Monday through Friday 30 HPW

Description of Additional positions

Curbside Unarmed Guard: Unarmed security officers who are trained to perform traffic control procedures as well as customer service and emergency response protocols. These unarmed security professionals would be expected to enforce security rules and regulations, as well as loading and staging rules as prescribed by JWA. Security professionals would help maintain smooth traffic flow, monitor vehicles stopped at the terminal while actively loading and unloading baggage, assist emergency vehicles and personnel responding to incidents, provide information assistance to travelers, and assist with directing passengers to ground transportation (i.e Uber/Lift/taxi service). Security professionals would monitor and assist pedestrians while crossing traffic lanes to enter and exit the parking areas and would monitor the coordination of the smooth flow of vehicle traffic and the safe crossing of pedestrians.

Curbside Lead Guard: The curbside lead guard will assist curbside guards perform same traffic control procedures and customer service. Lead guards will provide supervisory oversight of curbside program, and will provide meal and rest breaks for the curbside guards.

Armed Cargo Gate Guard: Armed cargo gate guard will be subject to the same training, backgrounding, and qualifications of a standard armed guard on the contract. This guard will monitor access control of cargo gate during operating hours in which cargo will be entering and leaving the cargo gate. Guard will check all credentials for access, and deny any unauthorized access.

2. Contract Attachment B shall be revised and replaced in its entirety as attached hereto.
3. Article I of the Contract's General Terms and Conditions shall be amended to read in its entirety as follows:
 - I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
4. Article S of the Contract's General Terms and Conditions shall be amended to read in its entirety as follows:
 - S. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.
5. Section 2 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:

2. **CONTRACT Term:** This Contract shall be renewed, commencing on February 1, 2020, and shall be effective for two (2) years unless otherwise terminated as provided herein. **Total Two (2) Year Contract Not To Exceed \$3,626,000.**
6. Section 7 of the Contract's Additional Terms and Conditions shall be removed and amended to read in its entirety as follows:
7. **RESERVED**
7. Section 48 of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:
48. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the County's project coordinator and Contractor's project coordinator routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by us certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

County: JWA, Operations
Attn: Scott Hagen, Deputy Airport
Director, Project Coordinator
18601 Airport Way
Santa Ana, CA 92707
(949) 252-5241
shagen@ocair.com

cc: JWA, Procurement
Attn: Gene Duenas, CPPB, DPA
Procurement Manager
3160 Airway Avenue
Costa Mesa, CA 92626
(949) 252-5125
gduenas@ocair.com

Contractor: Universal Protection Services, LP
dba Allied Universal Security Services
Attn: Tad Garabedian, Government
Specialist
765 The City Drive South, Suite 150
Orange, CA 92868
(714)260-0805
Tad.garabedian@aus.com

8. All terms and conditions of the Contract, including any prior amendments/modifications, except as amended herein, shall remain in full force and effect.

County of Orange, John Wayne Airport

*Contract MA-280-17011051
Armed Security Guard Services*

(Signature Page follows)


County of Orange, John Wayne Airport

Contract MA-280-17011051
Armed Security Guard Services

Signature Page

In witness whereof, parties hereto have executed this Amendment to the Contract on the dates shown opposite their respective signatures below.

Universal Protection Service, LP dba Allied Universal Security Services*

	Steve Claton	President, Southwest Region	5/22/20
Signature	Name	Title	Date

Signature	Name	Title	Date
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**If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth:*

- *The first signature must be one of the following: a Chairman of the Board; b President; c any Vice President.*
- *The second signature must be one of the following: a Secretary; b Chief Financial Officer; c any Assistant Secretary; or d any Assistant Treasurer.*
- *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

County Authorized Signature

Signature	Name	Deputy Purchasing Agent	Title	Date
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Approved As To Form
Office of the County Counsel
County of Orange, California

	Deputy	5-26-2020
		Date

Approved by Board of Supervisors on:

Date

**ACTION BY WRITTEN CONSENT
OF THE GENERAL PARTNER OF
UNIVERSAL PROTECTION SERVICE, LP**
May 21, 2020

The undersigned general partner (the "General Partner") of Universal Protection Service, LP, a California limited partnership (the "Company"), acting in such capacity, hereby adopts the following resolutions pursuant to California law, the operating agreement of the General Partner and the Limited Partnership Agreement of the Company, which authorize the General Partner to so act:

RESOLVED, that the following employee of the Company, Steve Claton, President, Southwest Region, is hereby authorized to take the following actions: execute and deliver, on behalf of and in the name of the Company and any of its subsidiaries, any and all agreements, instruments, certificates and other documents, as deemed by such individual in the exercise of his judgment to be appropriate or necessary for the conduct of the business of the Company and its subsidiaries in the ordinary course regarding the following service contract amendment:

Amendment Number Two to Contract MA-280-17011051 for Armed Security Guard Services at John Wayne Airport between the Company and the County of Orange, CA,

including without limitation, executing and delivering in the Company's name and on its behalf other documents relating to such service contract amendment, including, without limitation to, bonds and surety agreements and agreements of indemnity relating thereto, employment agreements, confidentiality agreements, real estate leases and equipment leases, and it is further

RESOLVED, that all actions previously taken by the Company and/or Steve Claton, in connection with the matters contemplated by the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned general partner of the Company has executed this Action by Written Consent acting in such capacity as of the date first set forth above.

Universal Protection GP, LLC general partner of
Universal Protection Service, LP

By: _____



David I. Buckman
Secretary

**Attachment B
Contractor's Pricing
05/14/2020**

I. Compensation

This is an all-inclusive, not to exceed maximum firm fixed price Contract between County and Contractor for services defined in Attachment A - Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance and bonds, vehicles, equipment, tools, materials, overhead, travel, etc. required for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Article "C – Amendments – Changes/Extra Work" of County Contract Terms and Conditions.

II. Fees and Charges

County will pay the following fees in accordance with the provisions of this Contract based upon Contractor's performance of the requested services as described in Attachment A - Scope of Work. Fees paid to Contractor shall be based upon operation hour.

Period 02/01/2020 – 01/31/2022

Contract Not To Exceed \$3,626,000.00

Staffing Scheduled Services Year 4 And Year 5

Description	Estimated Hours	Unit	Hourly Rate	Cost
Armed Security Guard – Regular Rate	25,704	Hour	\$25.14	\$646,199.00
Armed Security Guard – Holiday/Overtime Rate	504	Hour	\$37.71	\$19,006.00
Unarmed Security Guard – Regular Rate	12,138	Hour	\$21.44	\$260,239.00
Unarmed Security Guard – Holiday/Overtime Rate	238	Hour	\$32.17	\$7,657.00
Armed Supervisor – Regular Rate	6,528	Hour	\$28.10	\$183,437.00
Armed Supervisor – Holiday/ Overtime Rate	128	Hour	\$42.16	\$5,396.00
Armed Site Supervisor – Regular Rate	2040	Hour	\$31.06	\$63,362.00
Armed Site Supervisor – Holiday/ Overtime Rate	40	Hour	\$46.60	\$1,864.00
Supervisor Vehicle	N/A	Monthly	\$1,050.00	\$12,600.00
(without Curbside Traffic/Security Program) Sub-Total				\$1,199,760.00

County of Orange, John Wayne Airport

Contract MA-280-17011051
Armed Security Guard Services**Curbside Traffic/Security Program
Period 07/01/2020 – 06/30/2021**

Description	Estimated Hours	Unit	Hourly Rate	Cost
Unarmed Curbside Guard	17,130	Hour	\$21.44	\$367,267.20
Unarmed Curbside Guard OT/Holiday	342	Hour	\$32.17	\$11,002.14
Curbside Lead Officer	5,710	Hour	\$24.75	\$141,322.50
Curbside Lead Officer OT/Holiday	114	Hour	\$42.16	\$4,806.24
Armed Cargo Gate Guard	1,529	Hour	\$25.14	\$38,439.06
Armed Cargo Gate Guard OT/Holiday	31	Hour	\$37.71	\$1,169.01
			Sub-Total	\$564,006.15

Period 07/01/2021 – 01/31/2022

Description	Estimated Hours	Unit	Hourly Rate	Cost
Unarmed Curbside Guard	20,424	Hour	\$21.44	\$437,890.56
Unarmed Curbside Guard OT/Holiday	408	Hour	\$32.17	\$13,125.36
Curbside Lead Officer	3,404	Hour	\$24.75	\$84,249.00
Curbside Lead Officer OT/Holiday	68	Hour	\$42.16	\$2,866.88
Armed Cargo Gate Guard	912	Hour	\$25.14	\$22,927.68
Armed Cargo Gate Guard OT/Holiday	18	Hour	\$37.71	\$678.78
			Sub-Total	\$561,738.26

(before Curbside Traffic/Security Program) Year 4	\$1,199,760.00
Additional Services Year 4	\$50,000.00
(before Curbside Traffic/Security Program) Year 5	\$1,199,760.00
Additional Services Year 5	\$50,000.00
Curbside Traffic/Security Program Period 07/01/2020 – 06/30/2021	\$564,006.15
Curbside Traffic/Security Program Period 07/01/2021 – 01/31/2022	\$561,738.26
Estimated Total	\$3,625,264.41

Faithful Performance Bond for 25% of the annual amount is required per Contract.

- A. **Holidays Observed by Contractor:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas
- B. **Overtime Definition:** As defined in Attachment A, Section III., P.
- C. **Additional Services:** As defined in Attachment A, Section XIII., and work not included in the Staffing Scheduled Services table, herein.
- D. **Labor Rates**

County of Orange, John Wayne Airport

Contract MA-280-17011051
Armed Security Guard Services

Labor Rate	
Description	02/01/2020 – 01/31/2022 Hourly Rate
Armed Security Guard – Regular Rate	\$25.14
Armed Security Guard – Holiday/Overtime	\$37.71
Unarmed Security Guard – Regular Rate	\$21.44
Unarmed Security Guard – Holiday/Overtime	\$32.17
Armed Supervisor – Regular Rate	\$28.10
Armed Supervisor – Holiday/Overtime	\$42.16
Armed Site Supervisor – Regular Rate	\$31.06
Armed Site Supervisor – Holiday/ Overtime Rate	\$46.60

III. Payment Procedure

- A. **Payment of Fee to Contractor:** On or before the 15th day of the month, Contractor shall submit a monthly invoice to JWA/Accounts Payable. Said monthly invoice shall separately specify the number of hours performed for the previous monthly period. Operation hours submitted shall not exceed the schedule identified Attachment D unless previously approved by County Project Coordinator.
- B. The invoices shall be itemized and certified under penalty of perjury by a duly authorized representative of Contractor and shall be in a form and content satisfactory to County. County reserves the right to require additional substantiation of any such payment request submitted including but not limited to, shuttle driver logs, employee timekeeping system records, employee work schedules, GPS tracking reports, and other timekeeping records.
- C. **Right to Offset:** County Project Coordinator, without waiver or limitation of County's rights or remedies, reserves the right to offset fees for unsubstantiated operation hours.
- D. **Basis of Deductions:** County reserves the right to impose deductions in addition to Attachment E - Basis of Deductions based on egregious Contract deficiencies found.

IV. Invoicing

Invoices are to be submitted monthly in arrears, after services have been provided, to the address specified below. Payment will be next 30 days after receipt of an invoice in a format acceptable to County and verified and approved by County Project Coordinator and subject to routine processing requirements. County's Project Coordinator, or designee, is responsible for approval of invoices and subsequent submittal of invoices to County Auditor-Controller for processing of payment. Responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for services not provided or when goods or services do not meet Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

- a. Contractor's name and address

County of Orange, John Wayne Airport

*Contract MA-280-17011051
Armed Security Guard Services*

- b. Contractor's remittance address (if different from above)
- c. Contractor's Federal I. D. number
- d. Name of County agency department
- e. County Contract number
- f. Service dates, hours and hourly rates with extended totals
- g. Service description as listed in Item II – Fees and Charges above
- h. Total Invoice Amount

Invoices and support documentation are to be forwarded to (**not both**):

John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

Or

Email to: AccountsPayable@ocair.com

Contract Summary Form

Universal Protection Service, LP dba Allied Universal Security Services

SUMMARY OF SIGNIFICANT CHANGES

1. Scope of Work: addition of Curbside Traffic/Security Program. Page 1.
2. Costs: increase of \$1,126,000. Page 1

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

Period 02/01/2020 – 01/31/2022

Contract Not To Exceed \$3,626,000.00

Staffing Scheduled Services Year 4 And Year 5				
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(without Curbside Traffic/Security Program)Sub-Total*				\$1,199,760.00

*** Faithful Performance Bond for 25% of this annual amount is required per Contract.**

Curbside Traffic/Security Program**Period 07/15/2020 – 06/30/2021**

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			Sub-Total	\$561,738.26

(before Curbside Traffic/Security Program) Year 4	\$1,199,760.00
Additional Services Year 4	\$50,000.00
(before Curbside Traffic/Security Program) Year 5	\$1,199,760.00
Additional Services Year 5	\$50,000.00

Curbside Traffic/Security Program Period 07/01/2020 – 06/30/2021	\$564,006.15
Curbside Traffic/Security Program Period 07/01/2021 – 01/31/2022	\$561,738.26
Total	\$3,625,264.41

Appropriations for the Contract Amendment are included in the FY 2020-21 Budget for Airport Operating Fund 280 and will be included in the budgeting process for future years.