



AGENDA STAFF REPORT

ASR Control 24-000810

**MEETING DATE:** 12/03/2024  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** 5  
**SUBMITTING AGENCY/DEPARTMENT:** John Wayne Airport (Pending)  
**DEPARTMENT CONTACT PERSON(S):** Charlene Reynolds (949) 252-5183  
 Richard Steele (949) 252-5264

**SUBJECT:** Approve Amendment Number One for Armed Security Guard Services

<b>CEO CONCUR</b> Pending Review	<b>COUNTY COUNSEL REVIEW</b> Pending Review	<b>CLERK OF THE BOARD</b> Discussion 3 Votes Board Majority
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**Budgeted:** Yes                                      **Current Year Cost:** \$1,545,051                                      **Annual Cost:** FY 2025-26  
 \$3,816,392  
 FY 2026-27 \$2,314,650

**Staffing Impact:** N/A                                      **# of Positions:**                                      **Sole Source:** No  
**Current Fiscal Year Revenue:** N/A  
**Funding Source:** Other: 100% (Fund 280)                                      **County Audit in last 3 years:** No

**Prior Board Action:** 12/14/2021 #27

**RECOMMENDED ACTION(S):**

Authorize the County Procurement Officer or Deputized designee to execute Amendment Number One to the Subordinate Contract with Universal Protection Service, LP dba Allied Universal Security Services for Armed Security Guard Services, effective February 1, 2025, through January 31, 2027, in an amount not to exceed \$7,676.093.

**SUMMARY:**

Approval of the subordinate contract with Universal Protection Service, LP dba Allied Universal Security Services will fulfill a critical security function by providing continued private security guard services at John Wayne Airport.

**BACKGROUND INFORMATION:**

On December 14, 2021, the Board of Supervisors (Board) approved and executed Subordinate Contract MA-280-22010553 with Universal Protection Service, LP dba Allied Universal Security Services (AUS), effective February 1, 2022, through January 31, 2025, in an amount not to exceed \$8,618,267, with the option to renew for one additional two-year term.

AUS provides services necessary to meet Title 49 CFR 1542 Airport Security Regulations related to the enforcement of airport access control procedure, applicable elements of the Airport Security Plan, DHS/Transportation Security Administration security directives; vehicle traffic management; escorting; assisting airport tenants, authorized visitors, and guests; and administrative requirements. Assignments include: seven posts that provide departure and arrival level curbside traffic management for all terminals (18 hours a day/seven days per week), one air cargo vehicle access post (eight hours a day/five days per week), three airfield vehicle access posts (24 hours a day/seven days per week), one post that monitors the Terminal C Sterile Area exit stairway and escalator (18 hours/seven days per week), one post that conducts concession product inspection prior to entry into the terminal sterile area (16 hours/seven days per week), one shift supervisor (24 hours/seven days per week) for airfield security posts, and one shift supervisor (18 hours/seven days per week) for terminal and curbside traffic posts. One Account Manager (40 hours/seven hours per week) and one Post Commander (8 hours/five days per week) are assigned to effectively manage logistics, training, hiring, coaching, counseling, terminations and administrative functions related to the private security workforce covering over 8,000 monthly staffing hours at JWA.

AUS is also the only private security company that maintains a Department of Homeland Security (DHS) Safety Act Certification, which would provide liability protections to JWA in the event of a terrorist attack.

Performance Metrics

The following metrics have been implemented to assess AUS’s performance:

<b>Goals</b>	<b>FY 22/23 Actual</b>	<b>FY23/24 Actual</b>
Staff 13 security posts with qualified, trained personnel 100% of the time to meet Title 49 CFR 1542 – Airport Security regulatory requirements	100%	100% (Average # of hours: 7,732)
Staff additional security posts and provide escort to support construction projects	100%	100% (Total # of hours: 20)
April 2023: Develop, train security officers, and implement a random employee screening (“Aviation Worker Screening”) Program to meet TSA Security Directive deadline of September 2023	N/A	Amendment 1 to AUS contract Program implemented before TSA required deadline
Conduct Aviation Worker Screening and report prohibited items when discovered to TSA and Orange County Sheriff’s Department personnel	N/A	Total Employees Screened: 8,924 Total Prohibited Items Reported: 5
Maintain DHS Safety Act Certification Rating (80 percent minimum to pass)	99%	99%
Report security incidents to the Orange County Sheriff’s Department – Airport Police Services	10	15

JWA is seeking to renew the contract with AUS for an additional two years, in an amount not to exceed \$7,676,093. This is an annual increase of \$965,291 compared to years one, two, and three. The reason for this annual cost increase is due to the following:

1. In April 2023, a TSA Security Amendment was published requiring all regulated airports to establish phase one of a program to randomly screen aviation workers, “Aviation Worker Screening (AWS) Program” entering the Terminal Sterile Area before September 25, 2023. JWA was able to meet this regulatory deadline before the effective date due to AUS’ ability to hire, train, and support the additional security requirement. Phase two of this TSA Security Amendment will require additional

responsibilities before April 2026. Two positions would be added. A female and male security officer are assigned to each AWS deployment.

2. On January 1, 2024, California Assembly Bill 1522 (AB 1522) enacted the “Healthy Workplaces, Healthy Families Act of 2014” which requires employers to provide paid sick leave to employees. The implementation of this law has prompted an increase in sick leave requests which, in turn, contributes to AUS being below minimum staffing and contributes to several security officers not being relieved for breaks and lunches to comply with the California meal and rest break law. Two positions would be added to cover breaks and lunches.
3. The increased construction activity due to terminal tenant improvement projects and capital improvement projects have generated the need to enforce traffic Orange County Code of Ordinances (OCCO) and Airport Security Plan regulations. Vehicle drivers are regularly stopping in emergency lanes and drive lanes, and leaving unauthorized vehicles unattended prior to the first traffic signal on the lower level (Arrivals) curbsides. One position would be added seven days per week during peak traffic times to manage these areas.
4. The increased construction activity has also increased after-hours escort and security gate monitoring requests.
5. Promoting the Site Supervisor to an Assistant Account Manager position is necessary to accomplish the following:
  - Respond to private security complaints, emergency incidents, liaison with Airport Operations and Sheriff’s Department personnel, and generate daily TSA required reports seven days per week, 8:00 AM to 11:30 PM. Current manager coverage is Monday through Friday only, 8:00 AM to 5:00 PM.
  - Promptly coordinate late construction project escort and access requests.
  - Provide overtime authorization.
6. Allow for AUS to replace an existing pickup truck (\$1,200 monthly) with a vehicle that has more seating capacity (\$1,500 monthly) to transport more security personnel between security posts and parking locations.

Prior to contract expiration, JWA will be participating in the solicitation of a new Regional Cooperative Agreement (RCA) for Security Guard Services prior to the expiration date of September 30, 2026. JWA will then award a new Subordinate Contract prior to this amendment expiration date, January 31, 2027.

The Contractor’s performance has been confirmed 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 Orange County Preference Policy (OCP) was applicable and incorporated into this RCA. There was one OCP qualified proposal submitted into this solicitation, High Level Security Solutions, Inc. and based on the final scoring, a contract was awarded to this OCP qualified vendor, receiving an eight percent point advantage as a qualified Disabled Veteran Business Enterprise/Orange County Local Small Business.

The Contract does not currently include subcontractors or pass through to other providers. See Attachment C for the Contract Summary Form.

**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 this Contract are included in Fund 280, Airport Operating Fund, FY 2024-25 Budget and will be included in the budgeting process for future years.

The Contract referenced in this agenda item contains language that permits reductions or termination of the Contract immediately and without penalty if approved funding or appropriations are not forthcoming.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A – Subordinate Contract MA-280-22010553 with Universal Protection Service, LP dba Allied Universal Security Services



**AMENDMENT NUMBER ONE  
FOR  
ARMED SECURITY GUARD SERVICES**

This Amendment is made and entered into as of the date fully executed by and 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 Service, LP DBA Allied Universal Security Services (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties.”

**RECITALS**

**WHEREAS**, the County acting through the County Procurement Office, (“CPO”) issued a Regional Cooperative Agreement RCA-017-22010008, for Armed Security Guard Services (“RCA”), effective October 1, 2021 through September 30, 2026 (“Master Contract”); and,

**WHEREAS**, the Parties entered into Subordinate Contract MA-280-22010553 for Armed Security Guard Services, in accordance with the terms, conditions and pricing of the Master Contract, effective February 1, 2022, through January 31, 2025, for a Total Contract Amount Not to Exceed \$8,618,266.82 (“Contract”); and,

**WHEREAS**, pursuant to Amendment One of the Master Contract, the Compensation and Pricing was updated to reflect Armed Security Guard Holiday Rate; and,

**WHEREAS**, pursuant to Amendment Two of the Master Contract, Attachment B: Pricing and Compensation was replaced in its entirety with revised rates; and,

**WHEREAS**, the Parties now desire to renew the Subordinate Contract for two additional (2) years effective February 1, 2025 through January 31, 2027 in accordance with the terms, conditions and subsequent amendments of the Master Contract, for a renewed Total Contract Amount Not to Exceed \$7,676,092.48, replace Attachment C and Attachment D in its entirety as attached hereto, amend Holiday and Overtime pay; and update County’s Notice requirements and,

**NOW, THEREFORE**, the Parties mutually agree as follows:

**AMENDMENT TO CONTRACT ARTICLES**

1. Section 2 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:
  2. **Term of Subordinate Contract:** The renewal term of this Contract shall become effective February 1, 2025 and shall continue for two (2) years, unless otherwise as terminated as provided herein. This Contract may be renewed as set forth in paragraph 3 below.
2. Section 3 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:
  3. **Renewal:** Reserved.
3. Section 4 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:



4. **Compensation & Payment:** Contractor agrees to provide Armed Security Guard Services in accordance with the terms and conditions of the Master Contract and its amendments, including its attachments, at the fixed rates as set forth in Attachment B – Compensation and Pricing with a Total Contract Amount of \$7,676,092.40.

Contract Amount for Year 4 shall not exceed: \$3,708,122.08

Contract Amount for Year 5 shall not exceed: \$3,967,970.40

4. Section 10 of the Contract's Additional Terms and Conditions shall be amended in its entirety as follows:

- 10. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' 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 deliver on the actual day of receipt or no greater than four (4) 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.

Contractor: Universal Protection Service, LP,  
DBA Allied Universal Security Services  
Attn: Steve Nsaif, Project Manager  
1551 N. Tustin Ave., Suite #650  
Santa Ana, CA 92705  
Phone: 714-231-5872  
Email: [steve.nsaif@aus.com](mailto:steve.nsaif@aus.com)

County's Project Manager:

JWA/Operations Administration  
Attn: Richard Givens, Project Manager  
18601 Airport Way  
Santa Ana, CA 92707  
Phone: 949-252-5151  
Email: [rgivens@ocair.com](mailto:rgivens@ocair.com)

cc: JWA/Procurement  
Attn: Gina Lozares, County DPA  
3160 Airway Avenue  
Costa Mesa, CA 92626  
Phone: (949) 252-5175  
Email: [glozares@ocair.com](mailto:glozares@ocair.com)

5. Attachment B, Section III. Holidays and Overtime shall be amended in its entirety as follows:

### III. HOLIDAYS AND OVERTIME



- A. Overtime: Overtime is defined as the hourly rate paid to Contractor personnel performing services over forty (40) hours per week or eight (8) hours per workday. Overtime rates will only be paid with prior approval by JWA.
- B. Overtime shall be reimbursed in accordance with the State of California at the rate of:
- One and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and,
  - Double the employee's regular rate of pay for all hours in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.
- C. Holiday Pay: JWA authorizes holiday pay on six (6) Contractor observed holidays. Contractor observed holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holiday rates shall be calculated at time and a half.
6. Attachment C, Staffing Plan and Hours shall be amended in its entirety as attached hereto.
7. Attachment D, JWA Specific Equipment, Information, And Uniforms shall be amended in its entirety as attached hereto.
8. All other terms and conditions in this of the Contract, except as specifically amended herein, shall remain unchanged and with full force and effect.



**ATTACHMENT C  
STAFFING PLAN AND HOURS**

The substitution or addition of other key individuals, in any given category or classification, shall be allowed only with prior written approval of County Project Manager or designee.

County, at its option, may adjust the schedule at any given location at any time during the term of the Contract upon written notice to Contractor.

Charges will be adjusted, as necessary, based on the hourly rates stated in the Master Contract.

\* All positions listed below shall be Standard Officer & SIDA Cleared.

<b>Positions/Security Posts*</b>	<b>Approximate Daily Work Hours</b>	<b>Work Days</b>
On-Site Account Manager	Minimum of 8 hours per day	Monday to Friday, on call for emergency incidents
Asst, Account Manager	Minimum of 8 hours per day Swing (1430-2300)	Tuesday to Saturday On Call for Emergencies
Unarmed Supervisor - Airfield (Day, Swing, & Graveyard Shifts)	24 hours	7 days per week
Unarmed Supervisor - Terminal (Day & Swing Shifts)	18 hours	7 days per week
Unarmed Guard - Vehicle Access Post #1	24 hours	7 days per week
Unarmed Guard - Vehicle Access Post #2	24 hours	7 days per week
Unarmed Guard - Vehicle Access Post #3	24 hours	7 days per week
Unarmed Guard - Vehicle Access Post #4 (Air Cargo)	8 hours	Monday - Friday
Unarmed Guard - Terminal C Exit Post	18 hours	7 days per week
Unarmed Guard - Concession Product Delivery Post	16 hours	7 days per week
Unarmed Guard - Terminal A Departure Curbside Traffic	18 hours	7 days per week
Unarmed Guard - Terminal A Arrival Curbside Traffic	16 hours	7 days per week
Unarmed Guard - Terminal B Departure Unarmed Curbside Traffic	18 hours	7 days per week
Unarmed Guard - Terminal B Arrival Curbside Traffic	16 hours	7 days per week
Unarmed Guard - Terminal C Departure Curbside Traffic	18 hours	7 days per week
Unarmed Guard - Terminal C Arrival Curbside Traffic	16 hours	7 days per week
Unarmed Guard – Curbside Traffic Relief	16 hours	7 days per week
Guard – Additional Services	As needed	As needed
Unarmed Arrival Officers (Prior to A-1)	8 Hours	7 Days Per Week





*County of Orange, John Wayne Airport*

Attachment A

*MA-280-22010553*

*Armed Security Guard Services*

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Two (2) Unarmed Breaker	32 Hours	7 Days Per Week
Aviation Worker Screening Officer	Varies Daily	Random-30 to 40 Hours per week



**ATTACHMENT D  
JWA SPECIFIC EQUIPMENT, INFORMATION, AND UNIFORMS**

Contractor shall provide JWA assigned security personnel with the following equipment/items.

Note: the below list is to clarify, not add, items specific to JWA.

Only Contractor issued outer garments maybe worn while personnel are at their assigned post, i.e. coats, sweaters, safety vests, rain gear, etc.

<b>Positions/Security Posts</b>	<b>Equipment/Items Provided by JWA</b>	<b>Equipment/Items Provided by Contractor</b>
On-Site Account Manager	-Office space -Phone and computer port -800 MHZ Radio and accessories -Original Post Orders, amendments, and training documents (1) Explosive Detection System Equipment (EDSE) device with accessories	-VOIP Phone -Desktop PC -Desk -Chair -Mobile device and related accessories** -Emergency kit/first aid kit -Uniform -PPE -Reflective safety vest with "Security" printing on the back -Rain Gear
Supervisors	-Office space for shared desk -Phone and computer port -800 MHZ Radio and accessories (one issued to the Airfield Supervisor and one issued to the Terminal Supervisor)	-Vehicle* -VOIP Phone -Desktop PC -Desk -Chair -Mobile device and related accessories** -Emergency kit/first aid kit -Uniform -PPE -Rain Gear -Reflective safety vest with "Security" printing on the back -Post Orders, amendments, and training documents
Guard - Vehicle Access Post #1	-Guard Shack -Chair -VOIP Phone -800 MHZ Radio and accessories (one radio per post)	-Mobile device and related accessories**
Guard - Vehicle Access Post #2		-Emergency kit/first aid kit
Guard - Vehicle Access Post #3		-Uniform
Guard - Vehicle Access Post #4 (Air Cargo)		-PPE
		-Rain Gear
		-Reflective safety vest with "Security" printing on the back
		-Post Orders, amendments, and training documents
<b>Positions/Security Posts</b>	<b>Equipment/Items Provided by JWA</b>	<b>Equipment Provided By Contractor</b>



Guard - Terminal C Exit Post	-Podium -Chair -VOIP Phone -800 MHZ Radio and accessories	-Mobile device and related accessories** -Emergency kit/first aid kit -Uniform -PPE -Reflective safety vest with "Security" printing on the back -Post Orders, amendments, and training documents
Guard - Concession Product Delivery Post		-Cell Phone/mobile device and related accessories*** -Emergency kit/first aid kit -Uniform -PPE -Post Orders, amendments, and training documents
Guard - Terminal A Departure Curbside Traffic	-Podium at each post -Chair at each post -800 MHZ Radio and accessories at each post -Suitable space for employees to eat meals.	-Cell Phones/mobile devices and related accessories at each position*** -Emergency kits/first aid kits at each position -Traffic Marshaling Wands -Uniform -PPE -Post Orders, amendments, and training documents
Guard - Terminal A Arrival Curbside Traffic		
Guard - Terminal B Departure Curbside Traffic		
Guard - Terminal B Arrival Curbside Traffic		
Guard - Terminal C Departure Curbside Traffic		
Guard - Terminal C Arrival Curbside Traffic		
Guard – Curbside Traffic Relief		
Guard – Additional Services	As needed	As needed

\*Vehicle: One (1) small SUV for transportation between various security posts and is authorized at the rates set forth in Attachment B – Compensation and Pricing of RCA-017-22010008.

\*\*Mobile Devices: Security Guards and Supervisors must be able to complete Daily Activity Reports and Incident Reports electronically via a mobile device or laptop connected to a cellular signal. Mobile devices must be able to receive emergency notifications from the JWA Emergency Notification System (Alert JWA).

\*\*\*Cell Phone/Mobile Device: There is not a hard-wired phone in these locations. Security Guards working these posts must be able to use a Contractor provided cell phone to contact JWA, Orange County Sheriff’s Department (OCSD), and Contractor Supervisors. If the cell phone can be used to make phone calls and complete reports, only one device is needed.

(Signature page follows)



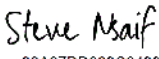
County of Orange, John Wayne Airport

MA-280-22010553  
Armed Security Guard Services

**Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

**UNIVERSAL PROTECTION SERVICE, LP  
DBA ALLIED UNIVERSAL SECURITY SERVICES\***

<small>DocuSigned by:</small> 	Steve Nsaif	General Manager	9/25/2024
<small>Signature</small>	<small>Name</small>	<small>Title</small>	<small>Date</small>

<small>DocuSigned by:</small> 	Steve Claton	Regional President	9/26/2024
<small>Signature</small>	<small>Name</small>	<small>Title</small>	<small>Date</small>

**COUNTY OF ORANGE**, A political subdivision of the State of California  
**COUNTY AUTHORIZED SIGNATURE:**

		Deputy Purchasing Agent	
<small>Signature</small>	<small>Name</small>	<small>Title</small>	<small>Date</small>

**APPROVED AS TO FORM:**

County Counsel

By  \_\_\_\_\_  
DocuSigned by:  
28F9D78C829A49E...

Date 9/26/2024

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.