

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- ( ) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- ( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.

4th Amendment: Funds subject to SRA Release  
 Other - ~~Grant Funds Available~~  
 Date: 9-2, 2014  
 Texas

*Ronald C. Green*  
 City Controller of the City of Houston,

1000-9900 -  
 FUND REF: 8001-2800 - AMOUNT: -0- ENCUMB. NO.: RF99071-15  
0A 46-9722  
 City of Houston, Texas Ordinance No. 2014-808

AN ORDINANCE APPROVING AND AUTHORIZING A FOURTH AMENDMENT TO A CONTRACT BETWEEN THE CITY OF HOUSTON AND G4S SECURE SOLUTIONS (USA) INC. (FORMERLY THE WACKENHUT CORPORATION) (APPROVED BY ORDINANCE 2009-572) TO EXTEND THE CONTRACT TERM FROM SEPTEMBER 22, 2014 TO SEPTEMBER 21, 2015, INCLUDE A FEE SCHEDULE FOR THE EXTENDED TERM, AND INCREASE THE MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

\* \* \* \*

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:**

**Section 1.** The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

**Section 2.** The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such contract, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances

**Section 3.** The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

**Section 4.** Section 4 of Ordinance **2009-572** is amended to read as follows: "The total allocation for the contract agreement as amended or other undertaking approved and authorized hereby shall never exceed \$47,718,060.52 which represents an increase of \$5,000,000.00 over the previous maximum contract amount, unless and until this sum is increased by Ordinance of City Council."

**Section 5.** There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

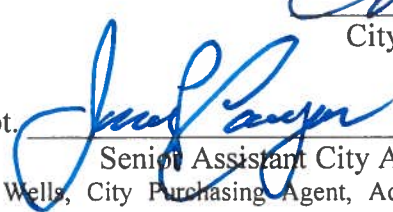
PASSED AND ADOPTED this 3rd day of September 2014.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is SEP 09 2014.

  
City Secretary

(Prepared by Legal Dept.   
(JPC/dw 08/29/2014) Senior Assistant City Attorney  
(Requested by Calvin D. Wells, City Purchasing Agent, Administrative & Regulatory Affairs Department)  
(L.D. File No. 037-0900079-006)

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AYE	NO	
✓		<b>MAYOR PARKER</b>
....	....	<b>COUNCIL MEMBERS</b>
✓		STARDIG
✓		DAVIS
✓		COHEN
✓		BOYKINS
✓		MARTIN
✓		NGUYEN
	<b>ABSENT ON PERSONAL BUSINESS</b>	PENNINGTON
✓		GONZALEZ
	<b>ABSENT</b>	GALLEGOS
✓		LASTER
✓		GREEN
✓		COSTELLO
✓		ROBINSON
	<b>ABSENT</b>	KUBOSH
✓		BRADFORD
✓		CHRISTIE
CAPTION	ADOPTED	

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

**FOURTH AMENDMENT TO  
AGREEMENT FOR SECURITY GUARD SERVICES**

**THIS FOURTH AMENDMENT** ("Fourth Amendment") to a certain **AGREEMENT FOR SECURITY GUARD SERVICES** dated June 24, 2009 and approved by City Council in Ordinance No. 2009-572, amended on June 20, 2011 as approved by City Council in Ordinance No. 2011-444, amended on Aug. 31, 2012 as approved by City Council in Ordinance No. 2012-719, and amended on Dec. 28, 2012 as approved by City Council in Ordinance No. 2012-1129 ("Agreement"), is made on the countersignature date ("Amendment Effective Date") between the **CITY OF HOUSTON, TEXAS** ("City"), a home-rule municipality of the State of Texas, and **G4S SECURE SOLUTIONS (USA) INC. f/k/a WACKENHUT CORP.** ("Contractor"), a Texas corporation.

WHEREAS, Contractor and City entered into the Agreement on June 24, 2009 for a three year Term expiring on June 24, 2012 per Section V.A.;

WHEREAS, on June 24, 2012, the Agreement automatically renewed for one additional year moving the Term expiration date to June 24, 2013 per Section V.B.;

WHEREAS, on June 24, 2013, the Agreement automatically renewed for a second additional year moving the Term expiration date to June 24, 2014 per Section V.B.; and

WHEREAS, on June 24, 2014, the City requested and Contractor agreed to extend the Term to September 21, 2014 per Section V.C.;

NOW THEREFORE, in accordance with Section VI.E. of the Agreement, the City and Contractor agree to amend the Agreement as follows:

A.     EXTENSION OF TERM

Section V.B. of the Agreement is stricken in its entirety and the following clause is substituted in its place with the intent of extending the Agreement Term to September 21, 2015:

B. Renewals

Upon expiration of the initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will automatically renew annually for up to three successive one-year terms on the same terms and conditions so that the third and last renewal Term ends on **September 21, 2015**.

Furthermore, it is Contractor and City's intent that the City Purchasing Agent may again extend the Term beyond September 21, 2015, for no more than 90-days, in accordance with Section V.C. even though that provision has previously been utilized once.

B. AMENDMENT TO EXHIBIT A

The following Minimum Hourly Wages for the Third Option Year is added to Section 26.1 of Exhibit A of the Agreement and shall take effect September 22, 2014. The balance of Exhibit A, as amended in the First Amendment, shall remain in full force and effect with regards to the prior five years of Minimum Hourly Wages ending September 21, 2014.

26.1 WAGE BASE

Third Option Year

Description/Position Title	Minimum Hourly Wage
Unarmed Security Officer	\$11.00
Armed Security Officer	\$12.50
Field Supervisor Officer	\$12.50
Site Supervisor Officer	\$14.25
Project Manger	\$16.00

C. AMENDMENT TO EXHIBIT G

The Second Amendment to the Agreement deleted Exhibit G of the original Agreement, Fee Schedule, and replaced it with Exhibit G-2. The Contractor and City now desire to delete Exhibit G-2 in its entirety, and replace it with Exhibit G-3 (attached).

D. CONTROLLING PARTS; DEFINITIONS

All other provisions of the Agreement are affirmed and incorporated herein. If a conflict among this Fourth Amendment and the Agreement, including the prior amendments, arises, the terms and conditions of this Fourth Amendment shall control. Any capitalized terms not defined in this Fourth Amendment shall have the meaning ascribed to it in the Agreement.

E. SIGNATURES

The Parties have executed this Fourth Amendment in multiple copies, each of which is an original.

**G4S SECURE SOLUTIONS (USA) INC.**

ATTEST/SEAL (if a corporation):  
WITNESS (if not a corporation):

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Tax Identification No.: \_\_\_\_\_

**CITY OF HOUSTON, TEXAS**

ATTEST/SEAL:

Signed by:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

APPROVED:

COUNTERSIGNED BY:

\_\_\_\_\_  
Calvin D. Wells,  
Deputy Director  
City Purchasing Agent

\_\_\_\_\_  
City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

\_\_\_\_\_  
Senior Assistant City Attorney  
L.D. File No. 037-0900079-006

\_\_\_\_\_  
"Amendment Effective Date"

**EXHIBIT G-3**  
**(Fee Schedule Amendment Effective Sept. 22, 2014)**

**For Non-Houston Airport System Sites:**

Description / Position Title	Hourly Bill Rate
<b>Unarmed Security Officer</b>	<b>\$15.93</b>
<b>Armed Security Officer</b>	<b>\$18.31</b>
<b>Sergeant Rate</b>	<b>\$18.31</b>
<b>Site Supervisor</b>	<b>\$20.70</b>
<b>Project Manager</b>	<b>\$23.07</b>

Percentage Markup Above Cost	Cost Plus Percentage Markup
<b>Patrol Car Rental Per Month</b>	<b>10%</b>
<b>Patrol Truck Rental Per Month</b>	<b>10%</b>
<b>Patrol SUV Rental Per Month</b>	<b>10%</b>

**For Houston Airport System Sites:**

Description / Position Title	Hourly Bill Rate
<b>Unarmed Security Officer</b>	<b>\$20.95</b>
<b>Armed Security Officer</b>	<b>\$23.61</b>
<b>Sergeant Rate</b>	<b>\$23.39</b>
<b>Site Supervisor</b>	<b>\$26.00</b>
<b>Project Manager</b>	<b>\$29.41</b>

The Houston Airport System (HAS) fees include ten radios only and no other equipment specified by the Agreement. Any additional equipment or training required by HAS, the Federal Aviation Administration or Department of Homeland Security will be billed at cost plus 10% and any federally mandated fees imposed by HAS will be billed at cost with no markup.