

**A RESOLUTION  
BY TRANSPORTATION COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE RENEWAL AGREEMENT NO. 2 AND ENTER INTO AN AMENDMENT FOR ADDITIONAL SECURITY SERVICES WITH ALLIED BARTON SECURITY SERVICES, LLC FOR FC-3005007858, GATE GUARD SECURITY SERVICES, ON BEHALF OF THE DEPARTMENT OF AVIATION, IN AN AMOUNT NOT TO EXCEED \$4,410,000; ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 2H01 (AIRPORT REVENUE FUND) 523001 (SERVICE/REPAIR/MAINTENANCE, CONTRACT) R48001 (AVIATION SECURITY).**

**WHEREAS**, the City of Atlanta ("City") owns and operates Hartsfield-Jackson Atlanta International Airport ("Airport"); and

**WHEREAS**, the City as owner and operator of the Airport must ensure compliance with all Transportation Security Regulations; and

**WHEREAS**, the City entered into an agreement with Barton Protective Services, LLC for FC-3005007858, Gate Guard Security Services, for the Airport; which expires December 21, 2007; and

**WHEREAS**, Barton Protective Services, LLC underwent a merger in December of 2006; and

**WHEREAS**, the name of the surviving limited liability company is Allied Barton Security Services, LLC ("Barton"); and

**WHEREAS**, the base term of the agreement is for one (1) year with three (3) one (1) year renewal options at the sole discretion of the City; and

**WHEREAS**, Barton has performed the contracted services satisfactorily; and

**WHEREAS**, in August 2006, the Airport was required to comply with a Security Directive issued by the Transportation Security Administration ("TSA") to implement additional security measures; and

**WHEREAS**, in August 2007, the TSA notified the Airport that it would no longer staff the security checkpoint exit lanes and would require the Department of Aviation to assume this responsibility; and

**WHEREAS**, the TSA has ordered that airports throughout the United States operate under a Threat Level Orange heightened security condition for an indefinite period; and

**WHEREAS**, Ordinance 06-O-2278 was passed to provide additional funding required for handling Threat Level Orange security requirements; and

**WHEREAS**, this renewal would consolidate the additional security services under the scope of the current Agreement; and

**WHEREAS**, the Aviation General Manager and the Chief Procurement Officer recommend the execution of Renewal No. 2 and amendment for additional security services with Barton in an amount not to exceed \$4,410,000.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES**, that the Mayor is authorized to execute Renewal Agreement No. 2 with Allied Barton Security Services, LLC for FC-3005007858, Gate Guard Security Services, in an amount not to exceed \$4,410,000 and that the Agreement be amended to add additional security services, as may be required to remain in compliance with federal security regulations.

**BE IT FURTHER RESOLVED**, the name of the surviving limited liability company is Allied Barton Security Services, LLC (“Barton”).

**BE IT FURTHER RESOLVED**, that the renewal term will be for a period of one (1) year.

**BE IT FURTHER RESOLVED**, that the City Attorney is directed to prepare an appropriate agreement for execution by the Mayor.

**BE IT FURTHER RESOLVED**, that all contracted services be charged to and paid from Fund, Account and Center Number 2H01 (Airport Revenue Fund) 523001 (Service/Repair/Maintenance Contract) R48001 (Aviation Security).

**BE IT FINALLY RESOLVED**, that the Agreement will not become binding on the City and the City will incur no obligation nor liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to Barton.

**Part II: Legislative White Paper:** (This portion of the Legislative Request Form will be shared with City Council members and staff)

**A. To be completed by Legislative Counsel:**

**Committee of Purview:**

**Caption:**

**Council Meeting Date:**

**Requesting Dept.:**

**FAC Confirmed by:**

**B. To be completed by the department:**

**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

Request for authorization of Renewal No. 2 for FC-3005007858 Gate Guard Security Services Contract. And Barton Protective Services, LLC underwent a merger in December of 2006, the name of the surviving limited liability company is allied Barton Securities, LLC.

**2. Please provide background information regarding this legislation.**

The City of Atlanta entered into the contract December 2005 to obtain gate guard security services. The first renewal option was exercised in December 2006. In August 2006, TSA mandated a Federal Security Directive to implement additional security measures. The City issued a purchase order to Allied Barton to secure the additional security services for the expanded responsibilities. In August 2007, TSA notified DOA that it would no longer staff the security checkpoint exit lanes and required the Airport to assume this responsibility. This renewal would consolidate the additional security services by expanding the scope of services of the contract.

**3. If Applicable/Known:**

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Professional Services

(b) **Source Selection:** N/A

(c) **Bids/Proposals Due:** N/A

(d) **Invitations Issued:** N/A

- (e) Number of Bids: N/A
- (f) Proposals Received: N/A
- (g) Bidders/Proponents: N/A
- (h) Term of Contract: N/A

4. Fund Account Center (*Ex. Name and number*): 2H01 (Airport Revenue Fund) 523001  
(Service/Repair/Maintenance, Contract) R48001 (Aviation Security)

Fund: \_\_\_\_\_ Account: \_\_\_\_\_ Center: \_\_\_\_\_

5. Source of Funds: *Example: Local Assistance Grant* Airport Revenue Fund

6. Fiscal Impact: \$4,410,000

*Example: This legislation will result in a reduction in the amount of \_\_\_\_\_ to Fund Account Center Number \_\_\_\_\_.*

7. Method of Cost Recovery: N/A

*Examples:*

- a. *Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.*
- b. *Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.*

This Legislative Request Form Was Prepared By: Demi Campbell

# Delaware

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*The First State*

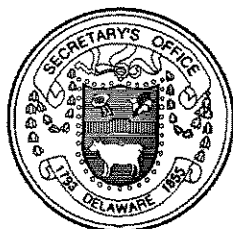
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BARTON PROTECTIVE SERVICES LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "ALLIEDBARTON SECURITY SERVICES LLC" UNDER THE NAME OF "ALLIEDBARTON SECURITY SERVICES LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2006, AT 5:27 O'CLOCK P.M.

3889430 8100M

061191272



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5342234

DATE: 01-10-07

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 05:22 PM 12/27/2006  
FILED 05:27 PM 12/27/2006  
SRV 061191272 - 3889430 FILE

### STATE OF DELAWARE CERTIFICATE OF MERGER OF DOMESTIC LIMITED LIABILITY COMPANIES

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

**FIRST:** The name of the surviving limited liability company is ALLIEDBARTON SECURITY SERVICES LLC

and the name of the limited liability company being merged into this surviving limited liability company is BARTON PROTECTIVE SERVICES LLC

**SECOND:** The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

**THIRD:** The name of the surviving limited liability company is ALLIED BARTON SECURITY SERVICES LLC

**FOURTH:** The merger is to become effective JIPON FILING.

**FIFTH:** The Agreement of Merger is on file at 3606 HORIZON DRIVE, KING OF PRUSSIA, PA 19406  
the place of business of the surviving limited liability company.

**SIXTH:** A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

**IN WITNESS WHEREOF,** said Limited Liability Company has caused this certificate to be signed by an authorized person, this 22 day of December, A.D., 06.

By: [Signature]  
Authorized Person

Name: DAVID I. BUCKMAN  
Print or Type

## LEGISLATION WHITE PAPER

**Legislation Title:** Resolution Authorizing the Mayor to Approve Renewal Agreement No. 2 to Contract FC 30050078548 - Gate Guard Security Services with Allied Barton Security Services LLC.

**Justification:** The City of Atlanta, as owner and operator of HAIA, must ensure compliance with Transportation Security Regulation, Part 1542.203, Security of the Air Operations Area (AOA) and other applicable security requirements. The City of Atlanta entered into a contract with Allied Barton Security Services LLC, formerly known as Barton Protective Services, on December 22, 2005 to obtain gate guard security services. This contract contains three (3) consecutive one (1) year renewal options. In December 2006, the City of Atlanta exercised the first optional year of the contract.

In August 2006, the Department of Aviation was required by a Federal Security Directive to implement additional security measures. The City issued a purchase order to Allied Barton to secure additional security services for the expanded responsibilities. In August 2007, The TSA notified the Department of Aviation that it would no longer staff the security checkpoint exit lanes and require the Department of Aviation to assume this responsibility. This also requires additional security services. This renewal would consolidate the additional security services under the scope of the current contract.

**Background:** Allied Barton Security Services LLC has satisfactorily performed met the requirements of this contract. Based on its satisfactory performance, we believe that they will strive to meet the expected level of service during the upcoming year.

Allied Barton has adhered to the guidelines and provisions outlined in the contract at a satisfactory level. Its management team has displayed the level of cooperation and reliability required in a rapidly changing security environment. Its workforce understands its mission and provides sufficient customer service to the Department of Aviation and airport tenants.

A renewal for the second optional year and the expansion of the scope of services of this contract would be in the best interest of the City of Atlanta and the Department of Aviation. This renewal should not exceed \$4,410,000.00, annually which includes the original scope and the added scope of work to meet required federal mandates. We recommend that the contract be executed and the amount increased as outlined in the proposed resolution.

Method of Recovery: N/A

Fund Account Center 2H01 523001 R48001 in an amount not to exceed \$4,410,000.00  
Prepared By: Richard L. Duncan, Security Director, (404) 530-6667, Sept 7, 2007.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Transportation

Chief of Staff Deadline: 10/29/07

Anticipated Committee Meeting Date(s): 11/14/07

Anticipated Full Council Date: 11/19/07

Commissioner Signature: *Med*

Chief Procurement Officer Signature: *Ydan & Min*

**CAPTION**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE RENEWAL AGREEMENT NO. 2 AND ENTER INTO AN AMENDMENT FOR ADDITIONAL SECURITY SERVICES WITH ALLIED BARTON SECURITY SERVICES, LLC FOR FC-3005007858, GATE GUARD SECURITY SERVICES, ON BEHALF OF THE DEPARTMENT OF AVIATION, IN AN AMOUNT NOT TO EXCEED \$4,410,000; ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 2H01 (AIRPORT REVENUE FUND) 523001 (SERVICE/REPAIR/MAINTENANCE, CONTRACT) R48001 (AVIATION SECURITY).

FINANCIAL IMPACT (if any) \$4,410,000

Mayor's Staff Only

Received by CPO: \_\_\_\_\_ Received by LC from CPO: \_\_\_\_\_  
(date) (date)

Received by Mayor's Office: 10/26/07 *Med* Reviewed by: *[Signature]*  
(date) (date)

Submitted to Council: \_\_\_\_\_  
(date)