82174 PY'22-23 PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #1

THIS AMENDMENT #1, hereinafter referred to as the "AMENDMENT", entered into between Bright Light Security Services, LLC, hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Professional Services Agreement entered between the parties on July 1, 2021. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2021 and expiring June 30, 2023 to provide unarmed security services.

Article I, Effective Term, is deleted in its entirety and replaced with the following language:

This Agreement shall commence upon July 1, 2021, irrespective of the date of execution, and terminate at the close of business on June 30, 2023, unless earlier terminated as provided below.

Article 2, Statement of Work, is deleted in its entirety and replaced with the following language:

The Contractor shall perform all of the work set forth in **Exhibit A, Statement of Work** and in **Exhibit A-1, PY'22-23 Statement of Work**, attached hereto and incorporated herein. No changes in the Statement of Work shall be made unless such changes are mutually agreed upon by the Parties in writing.

Article 3, Compensation, is deleted in its entirety and replaced with the following language:

The SFWIB agrees to compensate the Contractor for the costs associated with the provision of the services related to this Agreement and provided in accordance with Exhibit A, Statement of Work, and Exhibit A-1, PY'22-23 Statement of Work. Maximum payment for PY'21-22 shall not exceed \$177,708.00 and maximum payment for PY'22-23 shall not exceed \$147,708.00, in accordance with Exhibit B, Payment Provisions and Exhibit B-1, PY'22-23 Payment Provisions, attached hereto and incorporated herein by reference.

Article 4, Prior Agreements, is amended to include:

Type	Number/Letter	<u>Description</u>	
Exhibit	A-1	PY'22-23 Statement of Work	
Exhibit	B-1	PY'22-23 Payment Provisions	

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURE FOR:

Bright Light Security Services, LLC

PROGRAM ENTITLED:

Multi Center Unarmed Security Services

INDEX CODE:

82074

CFDA:

WIOA AD 17.258; WIOA DW 17.278; WIOA RR:17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; RET 93.584, 93.566; VET DVOP 17.801; VET LVER 17.801; TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program 17.207; WIOA Incentives 17.258, 17.259, 17.278

and I had

Maxine N. Gordon

Manager

Bright Light Security Services, LLC

Date

Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:___

Rick Beasley

Executive Director

South Florida Workforce Investment Board

Date

STATEMENT OF WORK BRIGHT LIGHT SECURITY SERVICES, LLC UNIFORMED AND UNARMED SECURITY SERVICES

I. Introduction

The Contractor does hereby agree to provide uniformed and unarmed security services to the South Florida Workforce Investment Board ("SFWIB") d.b.a. CareerSource South Florida as described herein in compliance with the conditions herein stated.

II. Services to be rendered:

- A. Services provided under this Agreement: (1) will be performed in a good workmanlike and professional manner; (2) shall conform to generally prevailing industry standards and practices; and (3) shall conform to SFWIB's expressed requirements set forth herein, including but not limited to the following:
- B. The Contractor shall provide the following services:
 - Provide daily security services at SFWIB's Center(s) Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding all County observed holidays.
 - For the purposes of this service, a standard operating day has the equivalent of eight (8) working hours. Security guard coverage is not expected during the remaining one (1) hour which is broken down in one (1) 15 minute mid-morning break, one (1) 30 minutes mid-day break, and one (1) 15 minute midafternoon break.
 - Provide appropriate supervision of Contractor staff during the hours Contractor staff is assigned to work.
 - Ensure monitoring is provided at all entrances and exits of the Centers during all shifts worked by Contractor's staff.
 - Provide a constant presence and perform regular patrols (at a minimum every 3 hours) of the Center including, but not limited to, public areas, restrooms, break rooms, and parking lots, if applicable.
 - Monitor all CareerSource property to prevent damage and unauthorized removal of property.
 - Monitor the entry and exit of all employees and visitors to the Center.
 - Assist the Center in managing the admission process for customers and visitors during high volume periods, onsite job fairs, and other special events to maintain safe and orderly access to the Center during operating hours.
 - Provide assistance, directions, and answer questions for customers and visitors to the Center.
 - Identify and immediately advise the Center director of any hazards, safety violations or other conditions that may present an unsafe condition at the Center.
 - In case of an Emergency, and under the direction of the Center director, assist with providing Emergency services, which include, but are not limited to:
 - Evacuation of the Center
 - o Removal of a disruptive element (i.e. disgruntled employee or visitor);
 - o If a member of Contractor's staff is uncertain whether an Emergency exists, in an abundance of caution, they should assume it is an Emergency and dial 911.
 - Ensure staff:
 - o Is equipped with uniform(s) provided by the Contractor
 - o Maintains a professional demeanor at all times

- o Develops and maintains professional relations with employees and visitors and ensures
- professional courtesy to everyone
- Refrains from making personal calls while on duty
- Guards the Center(s) with reasonable skill, knowledge, and expertise
- Are trained in handling security and Emergency situations, and the SFWIB's policies and
- procedures for incident reporting
- Determines whether the situation is an Emergency or a non-emergency before staff dialing 911.

III. Service Locations:

The services set forth herein shall be provided at the following CareerSource Centers:

Carol City center 4888 NW 183 Street Suite 201-206 Miami, FL 33055	North Miami Beach center 801 NE 167th Street North Miami Beach, FL 33162	
Homestead center 28951 S. Dixie Highway Homestead, FL 33033	Perrine center 18901 SW 106 Avenue Suite 228 Miami, FL 33157	Northside center 7900 NW 27th Avenue Suite 200 Miami, FL 33147

IV. Hours of Operation:

Monday through Friday from 8:00 a.m. to 5:00 p.m. excluding federal holidays. For the purposes of this contract, a standard operating day has the equivalent of nine (9) hours.

V. Definitions:

What is an Emergency? An emergency is any unplanned event that can: (1) cause death or significant injuries to employees, customers or the public; or (2) shut down or disrupt operations, cause physical or environmental damage or threaten the facility's financial standing or public image.

How to determine an Emergency: An emergency is when immediate law enforcement, fire department or paramedic assistance is necessary to protect life or property. Before you dial 911, you must first make a determination if an emergency is occurring or if it is a non-emergency situation.

The use of 911 is for emergency use only. If you think or feel that there is an emergency, but are not sure, assume it is an emergency and dial 911.

PAYMENT PROVISIONS Bright Light Security Services, LLC. UNIFORMED AND UNARMED SECURITY SERVICES

The SFWIB shall pay the Contractor upon completion of uniformed and unarmed security services as set forth in **Exhibit A - Statement of Work.**

I. COMPENSATION

The SFWIB shall pay the Contractor as follows:

A. The total amount payable is set forth below.

CareerSource Center	12-Month Cost
Carol City	
Homestead	
North Miami Beach	
Northside	
Perrine	
TOTAL	\$147,708.00

- B. Unarmed Security service is requested by the SFWIB, based upon a fixed hourly rate of \$15.75 from July 1st, 2022 through September 30th, 2022, starting October 1st the fixed hourly rate will increase to \$16.75.
- C. The SFWIB shall pay the Contractor based upon a fixed hourly rate of \$15.75 for a Three (3) month period, and a fixed hourly rate of \$16.75 for a Nine (9) month period. Payments for the contract period should not exceed the total of \$147,708.00 for the five (5) center locations listed above.

These payments represent an all-inclusive fee. No other payments by the SFWIB to the Contractor for any materials of any kind whatsoever, including, but not limited to, charges or expenses for travel, uniforms, supplies, equipment, or equipment maintenance expenses, shall be made and the Contractor shall be solely responsible for any such goods or expenses, incurred by the Contractor.

II. INVOICES

- **A.** The Contractor shall submit monthly timely invoices to the SFWIB for services provided under this Agreement.
- **B.** The Contractor shall complete an invoice, per location, itemizing services rendered, per center, for each payment requested using only one of the following options:
 - 1. The Contractor shall submit all invoices to the SFWIB (Finance Department) via electronic mail to <u>cssf ap@careersourcesfl.com</u>.

- 2. The Contractor shall mail to the SFWIB the completed invoice to the address set forth in **Article 19 (Notices)** of the Agreement and labeled: Attention: Finance Department.
- C. The SFWIB must receive the completed invoice(s) not later than thirty (30) calendar days following the day that services are provided.
- D. Upon receipt of the invoice(s), after confirming the conditions set forth in Exhibit A, Statement of Work are met, the SFWIB shall make payment(s) to Bright Light Security Services, LLC.
- E. If the quality of work is unsatisfactory for a particular service or period of time by the Contractor, a holdback of payment for said service or period shall occur until the quality of the work is deemed satisfactory by the SFWIB.
- **F.** The Parties agree that the processing of an original signed invoice submitted by the Contractor shall be completed within thirty (30) calendar days or less after receipt of the invoice by the SFWIB.
- **G.** If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion.
- **H.** The SFWIB, as a governmental entity, shall not be responsible for federal, state, and local taxes levied or assessed in connection with the performance of service by the Contractor under this Agreement.