

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: October 15, 2025

Presenter's Name and Title: Jinsheng Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities, on behalf of the Utilities Department, and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Shaun Persad, Utilities Service Manager

Temp. Reso. Number: R8523

Item Description: Temp. Reso. #R8523 APPROVING THE FOURTH AMENDMENT TO THE SECURITY GUARD SERVICES AGREEMENT BETWEEN CITY OF MIRAMAR AND BRIGHT LIGHT SECURITY SERVICES, LLC; APPROVING THE PURCHASE OF ADDITIONAL SECURITY GUARD SERVICES IN THE AMOUNT OF \$207,000 FOR THE THREE TREATMENT PLANTS MAINTAINED AND MANAGED BY THE UTILITIES DEPARTMENT FOR THE PERIOD OF OCTOBER 1, 2025, TO JANUARY 31, 2026; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT. (Assistant Director of Utilities Jinsheng Huo and Procurement Director Alicia Ayum)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: N/A

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding in the amount of \$207,000.00 is available in the Utilities Account Nos. as follows: 410-55-100-536-000-603455 - \$69,000.00; 410-55-554-533-130-603455 - \$69,000.00 and 410-55-554-533-140-603455 - \$69,000.00 “Security Services”

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8523**
 - **Exhibit A: Amendment No.4 to Security Guard Services Agreement with Bright Light Security Services LLC.**
- **Attachment(s)**
 - **Attachment 1: Resolution No. 21-124 and Original Agreement**

- **Attachment 2: Amendments No.1 and No.3 to the Original Agreement**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Francois Domond, P.E., Director of Utilities

DATE: October 9, 2025

RE: Temp. Reso. No. 8523 Amendment No.4 to provide additional security guard services to the three treatment plants maintained and managed by the Utilities Department.

RECOMMENDATION: The City Manager recommends approval of the fourth amendment to Security Guard Services Agreement between the City of Miramar and Bright Light Security Services, LLC; approval of the purchase of additional security guard services in the amount of \$207,000 at the three treatment plants maintained and managed by the Utilities Department for the period of October 1, 2025, to January 31, 2026.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412(a)(1).

BACKGROUND: On July 7, 2021, by the adoption of Resolution No. 21-124, the City Commission approved the award of Request for Proposals No. 21-01-11, entitled "Security Guard Services" to Bright Light Security Services, LLC. The initial term of the agreement expired on September 30, 2024, and was renewed for the first and second one-year renewal period to September 30, 2026. Amendment No 1 to the agreement, added an unarmed security guard to the Town Center City Hall lobby, Amendment No 2 adjusted the rates by Consumer Price Index ("CPI") and Amendment No 3, added 24/7 security guard services at all three of the Utilities facilities through September 30, 2025.

DISCUSSION: The Utilities Department is responsible for the operation and maintenance of the Wastewater Reclamation Facility ("WWRF"), the East Water Treatment Plant ("East WTP") and the West Water Treatment Plant ("West WTP"). The U.S. Department of Homeland Security considers all three treatment plants to be critical infrastructures and recommends that they be protected 24 hours per day/seven days per week/365 day a year.

This fourth amendment will continue services to provide 24/7 security guard services for all three treatment facilities from October 1st, 2025, to January 31, 2026, pending the completion of the procurement process for Armed Security Guard Services.

ANALYSIS: Security guard services are needed to ensure that the three critical water and wastewater treatment plants are protected 24 hours per day/seven days per week/365 days a year.

Funding in the amount of \$207,000.00 is available in the Utilities Account Nos. as follows: 410-55-100-536-000-603455 - \$69,000.00; 410-55-554-533-130-603455 - \$69,000.00 and 410-55-554-533-140-603455 - \$69,000.00 "Security Services."

Temp. Reso. No. 8523

9/23/25

10/8/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE SECURITY GUARD SERVICES AGREEMENT BETWEEN THE CITY OF MIRAMAR AND BRIGHT LIGHT SECURITY SERVICES, LLC; APPROVING THE PURCHASE OF ADDITIONAL SECURITY GUARD SERVICES IN THE AMOUNT OF \$207,000 AT ALL THREE TREATMENT PLANTS MAINTAINED AND MANAGED BY THE UTILITIES DEPARTMENT FOR THE PERIOD OF OCTOBER 1, 2025, TO JANUARY 31, 2026; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 7, 2021, by the adoption of Resolution No. 21-124, the City Commission approved the award of Request for Proposals No. 21-01-11 (the “RFP”) entitled “Security Guard Services” (the “Work” or “Services”) to Provider; and

WHEREAS, on July 7, 2021, the City and Provider (“Parties”) entered into an agreement for the Services (the “Agreement”); and

WHEREAS, the Agreement provided for security guard coverage for the City’s Wastewater Reclamation Facility (“WWRF”), one of three facilities managed by the Utilities Department, located at 13900 Pembroke Road, Miramar, FL 33027 from Monday to Friday, 7:00 am to 6:00 pm; and

WHEREAS, the City approved Amendment No. 3 to the Agreement to provide unarmed security guard services 24 hours per day/7 days per week at all three treatment facilities managed by the Utilities Department through to September 30, 2025; and

Reso. No. _____

WHEREAS, the Utilities Department further identified the need for armed security guards at all three of its treatment facilities; and

WHEREAS, on July 9, 2025, the Commission adopted Resolution No. 25-176, renewing the Agreement for the second one-year renewal period from October 1, 2025, to September 30, 2026, and amending the Agreement to remove unarmed security guard coverage at the three treatment facilities effective October 1, 2025; and

WHEREAS, the City has not yet acquired the services of an armed security guard contractor for the three treatment facilities for the period beginning October 1, 2025; and

WHEREAS, the City desire to continue unarmed security guard services 24 hours per day/7 days per week at all three treatment facilities for the period of October 1, 2025, to January 31, 2026; and

WHEREAS, the Provider has submitted, and the City has accepted, a price proposal for the additional services in a total amount of \$207,000, incorporated herein as Exhibit 1.

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

WHEREAS, The City Manager recommends that the City Commission approves the Fourth Amendment to Security Guard Services Agreement between the City of Miramar and Bright Light Security Services, LLC; approval of the purchase of additional security guard services in the amount of \$207,000 at the three treatment plants for the period of October 1, 2025, to January 31, 2026; and

WHEREAS, The City Commission deems it to be in the best interest of the citizens and residents, of the City of Miramar, to approve the Fourth Amendment to Security Guard Services Agreement between the City of Miramar and Bright Light Security Services, LLC; approval of the purchase of additional security guard services in the amount of \$207,000 at the three treatment plants for the period of October 1, 2025, to January 31, 2026; and to authorize the City Manager to execute an appropriate agreement in substantial conformity with Exhibit "A," attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the Fourth Amendment to Security Guard Services Agreement between the City of Miramar and Bright Light Security Services, LLC and the approval of the purchase of additional security guard services in the amount of \$207,000 at the three treatment plants for the period of October 1, 2025, to January 31, 2026.

Section 3: That the City Manager is authorized to execute to the Fourth Amendment to the Security Guard Services Agreement between City of Miramar and

Temp. Reso. No. 8523

9/23/25

10/8/25

Bright Light Security Services, LLC in substantial conformity with Exhibit "A," attached hereto.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 5: That this Resolution shall become effective upon adoption.

Temp. Reso. No. 8523

9/23/25

10/8/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Voted

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam



**AMENDMENT NO. 4
TO THE
AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
BRIGHT LIGHT SECURITY SERVICES, LLC
FOR
SECURITY GUARD SERVICES**

THIS AMENDMENT NO. 4 (the "Amendment") is made and entered into between the **CITY OF MIRAMAR, FLORIDA**, (the "City"), a Florida municipal corporation, whose place of business is 2300 Civic Center Place, Miramar, Florida 33025,

AND

BRIGHT LIGHT SECURITY SERVICES, LLC (the "Provider"), a corporation authorized to conduct business in the State of Florida, whose principal place of business is 3600 South State Road 7, Suite 260, Miramar, FL 33023.

WHEREAS, on July 7, 2021, by the adoption of Resolution No. 21-124, the City Commission approved the award of Request for Proposals No. 21-01-11 (the "RFP") entitled "Security Guard Services" (the "Work" or "Services") to Provider; and

WHEREAS, on July 7, 2021, the City and Provider (the "Parties") entered into an agreement for the Services (the "Agreement"); and

WHEREAS, the Agreement provided for security guard coverage for the City's Wastewater Reclamation Facility ("WWRF"), one of three facilities managed by the Utilities Department, located at 13900 Pembroke Road, Miramar, FL 33027 from Monday to Friday, 7:00 am to 6:00 pm; and

WHEREAS, the City approved Amendment No. 3 to the Agreement to provide unarmed security guard services 24 hours per day/7 days per week at all three treatment facilities managed by the Utilities Department through to September 30, 2025; and

WHEREAS, the Utilities Department further identified the need for armed security guards at all three of its treatment facilities; and

WHEREAS, on July 9, 2025, the Commission adopted Resolution No. 25-176, renewing the Agreement for the second one-year renewal period from October 1, 2025 to September 30, 2026 and amending the Agreement to remove unarmed security guard coverage at the three treatment facilities effective October 1, 2025; and

WHEREAS, the City has not yet acquired the services of an armed security guard contractor for the three treatment facilities for the period beginning October 1, 2025; and

WHEREAS, the City desire to continue unarmed security guard services 24 hours per day/7 days per week at all three treatment facilities for the period October 1, 2025, to January 31, 2026; and in a total amount of \$207,000

WHEREAS, the Provider has submitted, and the City has accepted, a price proposal for the additional services, incorporated herein as Exhibit 1.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions provided herein, the Parties agree as follows:

1. The foregoing **"WHEREAS"** clauses are ratified and confirmed as being true and correct and are made a specific part of this Fourth Amendment.
2. The Agreement has been amended to reinstate unarmed security guard services at all three treatment facilities managed by the Utilities Department, 24 hours per day/7days per week, for the period October 1, 2025, to January 31, 2026.

3. No term of this Amendment may be modified except in writing and executed by all parties to this Amendment.
4. All other terms and conditions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect.

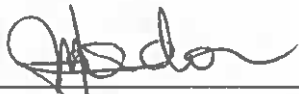
IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Amendment to the Agreement on the respective dates under each signature.

CITY OF MIRAMAR:

By: _____
Dr. Roy L. Virgin
City Manager

Date: _____

BRIGHT LIGHT SECURITY SERVICES, LLC:

By:  _____
Maxine Gordon
Owner/Director of Operations

Date: 9/17/2025

ATTEST:

Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

Bright Light Security Services
3600 S. State Rd. 7, Suite 260
Miramar, FL 33023 US
+19544940419
info@brightlightsecurity.com



ADDRESS

Mr SHAUN PERSAUD
MIRAMAR WASTEWATER
MAINTENANCE
2300 Civic Center Place
Miramar, FL 33025

SHIP TO

Mr SHAUN PERSAUD
MIRAMAR WASTEWATER
MAINTENANCE
13900 Pembroke Rd
Miramar, FL 33027

Estimate 1016

DATE 08/25/2025

ACTIVITY	QTY	RATE	AMOUNT
Security Service WWTP 1 UNARMED SECURITY OFFICERS 24 hours (168 WEEKLY HOURS) HOURS PER DAY, 7 DAYS PER WEEK OCTOBER 1-31, 2025 West Water Treatment Plant: 4100 Flamingo Rd, Miramar, FL 33027	744	23.00	17,112.00
Security Service EWTP 1 UNARMED SECURITY OFFICERS 24 HOURS (168 WEEKLY HOURS) ESTIMATE FOR OCTOBER 1-31, 2025 East Water Treatment Plant: 2600 SW 66th Terrace, Miramar, FL 33023	744	23.00	17,112.00
Security Service WWRF 1 UNARMED SECURITY OFFICERS LESS CONTRACTED HOURS 24 HOURS (168 WEEKLY HOURS) ESTIMATE FOR OCTOBER 1-31, 2025 Waste Water Reclamation Facility: 13900 Pembroke Rd, Miramar, FL 33027	744	23.00	17,112.00

Thank you for your business! We take credit cards, ACH
payments and checks may be mailed to: 3600 S State Rd 7,
Suite 260, Miramar, FL 33023.

SUBTOTAL
TAX

51,336.00
0.00

TOTAL

\$51,336.00

Accepted By

Accepted Date

Bright Light Security Services
3600 S. State Rd. 7, Suite 260
Miramar, FL 33023 US
+19544940419
info@brightlightsecurity.com



ADDRESS

Mr SHAUN PERSAUD
MIRAMAR WASTEWATER
MAINTENANCE
2300 Civic Center Place
Miramar, FL 33025

SHIP TO

Mr SHAUN PERSAUD
MIRAMAR WASTEWATER
MAINTENANCE
13900 Pembroke Rd
Miramar, FL 33027

Estimate 1017

DATE 09/10/2025

ACTIVITY	QTY	RATE	AMOUNT
Security Service WWTP 1 UNARMED SECURITY OFFICERS 24 hours (168 WEEKLY HOURS) HOURS PER DAY, 7 DAYS PER WEEK NOVEMBER 1-30, 2025 West Water Treatment Plant: 4100 Flamingo Rd, Miramar, FL 33027	672	23.00	15,456.00
Security Service WWTP 1 UNARMED SECURITY OFFICERS 24 hours (168 WEEKLY HOURS) HOURS PER DAY, 7 DAYS PER WEEK NOVEMBER 1-30, 2025 HOLIDAYS- VETERANS DAY AND THANKSGIVING West Water Treatment Plant: 4100 Flamingo Rd, Miramar, FL 33027	48	34.50	1,656.00
Security Service EWTP 1 UNARMED SECURITY OFFICERS 24 HOURS (168 WEEKLY HOURS) ESTIMATE FOR NOVEMBER 1-30, 2025 East Water Treatment Plant: 2600 SW 66th Terrace, Miramar, FL 33023	672	23.00	15,456.00

ACTIVITY	QTY	RATE	AMOUNT
Security Service EWTP 1 UNARMED SECURITY OFFICERS 24 HOURS (168 WEEKLY HOURS) ESTIMATE FOR NOVEMBER 2025 HOLIDAYS- VETERANS DAY AND THANKSGIVING DAY East Water Treatment Plant: 2600 SW 66th Terrace, Miramar, FL 33023	48	34.50	1,656.00
Security Service WWRF 1 UNARMED SECURITY OFFICERS LESS CONTRACTED HOURS 24 HOURS (168 WEEKLY HOURS) ESTIMATE FOR NOVEMBER 1-30, 2025 Waste Water Reclamation Facility: 13900 Pembroke Rd, Miramar, FL 33027	672	23.00	15,456.00
Security Service WWRF 1 UNARMED SECURITY OFFICERS LESS CONTRACTED HOURS 24 HOURS (168 WEEKLY HOURS) ESTIMATE FOR NOVEMBER 1-30, 2025 HOLIDAYS- VETERANS AND THANKSGIVING DAY Waste Water Reclamation Facility: 13900 Pembroke Rd, Miramar, FL 33027	48	34.50	1,656.00
Thank you for your business! We take credit cards, ACH payments and checks may be mailed to: 3600 S State Rd 7, Suite 260, Miramar, FL 33023.			SUBTOTAL 51,336.00 TAX 0.00
			TOTAL \$51,336.00

Accepted By

Accepted Date

Bright Light Security Services
3600 S. State Rd. 7, Suite 260
Miramar, FL 33023 US
+19544940419
info@brightlightsecurity.com



ADDRESS

Mr SHAUN PERSAUD
MIRAMAR WASTEWATER
MAINTENANCE
2300 Civic Center Place
Miramar, FL 33025

SHIP TO

Mr SHAUN PERSAUD
MIRAMAR WASTEWATER
MAINTENANCE
13900 Pembroke Rd
Miramar, FL 33027

Estimate 1018

DATE 09/10/2025

ACTIVITY	QTY	RATE	AMOUNT
Security Service WWTP 1 UNARMED SECURITY OFFICERS 24 hours (168 WEEKLY HOURS) HOURS PER DAY, 7 DAYS PER WEEK DECEMBER 1-31, 2025 West Water Treatment Plant: 4100 Flamingo Rd, Miramar, FL 33027	720	23.00	16,560.00
Security Service WWTP 1 UNARMED SECURITY OFFICERS 24 hours (168 WEEKLY HOURS) HOURS PER DAY, 7 DAYS PER WEEK DECEMBER, 2025 HOLIDAY- CHRISTMAS DAY West Water Treatment Plant: 4100 Flamingo Rd, Miramar, FL 33027	24	34.50	828.00
Security Service EWTP 1 UNARMED SECURITY OFFICERS 24 HOURS (168 WEEKLY HOURS) ESTIMATE FOR DECEMBER 1-31, 2025 East Water Treatment Plant: 2600 SW 66th Terrace, Miramar, FL 33023	720	23.00	16,560.00

ACTIVITY	QTY	RATE	AMOUNT
Security Service EWTP 1 UNARMED SECURITY OFFICERS 24 HOURS (168 WEEKLY HOURS) ESTIMATE FOR DECEMBER 2025 HOLIDAY- CHRISTMAS DAY East Water Treatment Plant: 2600 SW 66th Terrace, Miramar, FL 33023	24	34.50	828.00
Security Service WWRF 1 UNARMED SECURITY OFFICERS LESS CONTRACTED HOURS 24 HOURS (168 WEEKLY HOURS) ESTIMATE FOR DECEMBER 1-31, 2025 Waste Water Reclamation Facility: 13900 Pembroke Rd, Miramar, FL 33027	720	23.00	16,560.00
Security Service WWRF 1 UNARMED SECURITY OFFICERS LESS CONTRACTED HOURS 24 HOURS (168 WEEKLY HOURS) ESTIMATE FOR DECEMBER 1-31, 2025 HOLIDAY- CHRISTMAS DAY Waste Water Reclamation Facility: 13900 Pembroke Rd, Miramar, FL 33027	24	34.50	828.00
Thank you for your business! We take credit cards, ACH payments and checks may be mailed to: 3600 S State Rd 7, Suite 260, Miramar, FL 33023.	SUBTOTAL		52,164.00
	TAX		0.00
TOTAL			\$52,164.00

Accepted By

Accepted Date

Bright Light Security Services
3600 S. State Rd. 7, Suite 260
Miramar, FL 33023 US
+19544940419
info@brightlightsecurity.com



ADDRESS

Mr SHAUN PERSAUD
MIRAMAR WASTEWATER
MAINTENANCE
2300 Civic Center Place
Miramar, FL 33025

SHIP TO

Mr SHAUN PERSAUD
MIRAMAR WASTEWATER
MAINTENANCE
13900 Pembroke Rd
Miramar, FL 33027

Estimate 1019

DATE 09/10/2025

ACTIVITY	QTY	RATE	AMOUNT
Security Service WWTP 1 UNARMED SECURITY OFFICERS 24 hours (168 WEEKLY HOURS) HOURS PER DAY, 7 DAYS PER WEEK JANUARY 1-31, 2026 West Water Treatment Plant: 4100 Flamingo Rd, Miramar, FL 33027	720	23.00	16,560.00
Security Service WWTP 1 UNARMED SECURITY OFFICERS 24 hours (168 WEEKLY HOURS) HOURS PER DAY, 7 DAYS PER WEEK JANUARY, 2026 HOLIDAY- NEW YEAR'S DAY West Water Treatment Plant: 4100 Flamingo Rd, Miramar, FL 33027	24	34.50	828.00
Security Service EWTP 1 UNARMED SECURITY OFFICERS 24 HOURS (168 WEEKLY HOURS) ESTIMATE FOR JANUARY 1-31, 2026 East Water Treatment Plant: 2600 SW 66th Terrace, Miramar, FL 33023	720	23.00	16,560.00

ACTIVITY	QTY	RATE	AMOUNT
Security Service EWTP 1 UNARMED SECURITY OFFICERS 24 HOURS (168 WEEKLY HOURS) ESTIMATE FOR JANUARY 2026 HOLIDAY- NEW YEAR'S DAY East Water Treatment Plant: 2600 SW 66th Terrace, Miramar, FL 33023	24	34.50	828.00
Security Service WWRF 1 UNARMED SECURITY OFFICERS LESS CONTRACTED HOURS 24 HOURS (168 WEEKLY HOURS) ESTIMATE FOR JANUARY 1-31, 2026 Waste Water Reclamation Facility: 13900 Pembroke Rd, Miramar, FL 33027	720	23.00	16,560.00
Security Service WWRF 1 UNARMED SECURITY OFFICERS LESS CONTRACTED HOURS 24 HOURS (168 WEEKLY HOURS) ESTIMATE FOR JANUARY 1-31, 2026 HOLIDAY- NEW YEAR'S DAY Waste Water Reclamation Facility: 13900 Pembroke Rd, Miramar, FL 33027	24	34.50	828.00
Thank you for your business! We take credit cards, ACH payments and checks may be mailed to: 3600 S State Rd 7, Suite 260, Miramar, FL 33023.			SUBTOTAL 52,164.00 TAX 0.00
			TOTAL \$52,164.00

Accepted By

Accepted Date

Temp. Reso. No. 7425
6/2/21
6/29/21

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. 21-124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS NO. 21-01-11, FOR SECURITY GUARD SERVICES AT THE MIRAMAR CULTURAL CENTER ARTSPARK, WASTEWATER RECLAMATION FACILITY, AND THE MULTI-SERVICE COMPLEX TO BRIGHT LIGHT SECURITY SERVICES, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE A SECURITY GUARD SERVICES AGREEMENT WITH BRIGHT LIGHT SECURITY SERVICES, LLC, FOR AN INITIAL THREE-YEAR TERM WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS IN AN ANNUAL AMOUNT NOT-TO-EXCEED \$173,400; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City currently utilizes the services of security guards to provide access control, employee and visitor safety, protection of assets and crowd control at the Wastewater Reclamation Facility, Multi-Service Complex and Miramar Cultural Center Artspark ("City Facilities"); and

WHEREAS, the City's contract with the current provider of security guard services is set to expire on September 30, 2021; and

WHEREAS, the City issued Request for Proposals ("RFP") No. 21-01-11, on February 16, 2021, to solicit qualified firms to provide security guard services; and

WHEREAS, the RFP closed on March 23, 2021, with a total of nine (9) proposals; and

Reso. No. 21-124

Temp. Reso. No. 7425
6/2/21
6/29/21

WHEREAS, a Selection Committee comprised of City staff from the Police, Utilities, Social Services and Cultural Affairs Departments met on April 21, 2021, to review and score the proposals in accordance with the Florida Sunshine Law; and

WHEREAS, the Selection Committee ranked Bright Light Security Services, LLC, as the highest rated responsive and responsible proposer; and

WHEREAS, pursuant to City Code Section 2-412(a)(1), approval of the City Commission is required for purchase or contract for goods or services in excess of \$75,000 from the same vendor in a single fiscal year; and

WHEREAS, the estimated annual value of the contract will be in an amount not-to-exceed \$173,400; and

WHEREAS, the City Manager recommends the award of RFP No. 21-01-11, for the provision of security guard services for the City Facilities, to Bright Light Security Services, LLC, for an initial term of three years with the option to renew for two additional one-year terms in an annual amount not-to-exceed \$173,400; and

WHEREAS, the City Commission deems it in the best interest of the citizens and the residents of the City of Miramar to approve the award of RFP No. 16-12-10, for the provision of security guard services for the City Facilities, to Bright Light Security Services, LLC, for an initial three-year term with the option to renew for two additional one-year terms, and to authorize the City Manager to execute an appropriate agreement with the provider in an annual amount not-to-exceed \$173,400.

Temp. Reso. No. 7425
6/2/21
6/29/21

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made specific part of this Resolution.

Section 2: That it approves the award of RFP No. 21-01-11, for the provision of security guard services for the City Facilities, to Bright Light Security Services, LLC, for an initial three-year term with the option to renew for two additional one-year terms in an annual amount not-to-exceed \$173,400.

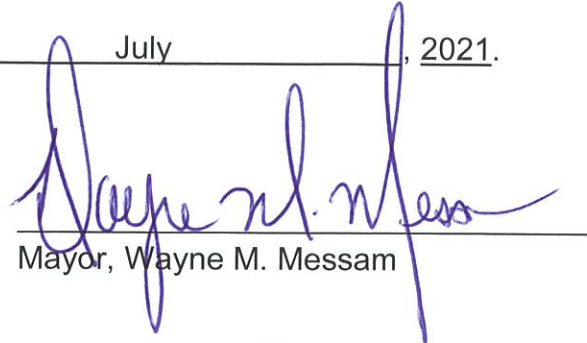
Section 3: That the City Manager is authorized to execute an agreement with Bright Light Security Services, LLC, in the form attached hereto as Exhibit "A", together with any non-substantive changes deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Temp. Reso. No. 7425
6/2/21
6/29/21

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 7th day of July, 2021.



Mayor, Wayne M. Messam



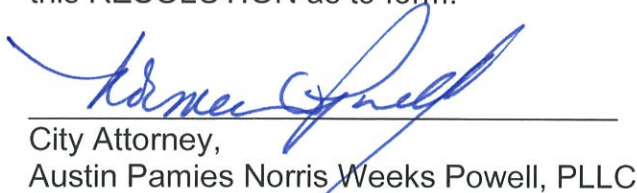
Vice Mayor, Yvette Colbourne

ATTEST:



City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:



City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	Yes
Commissioner Maxwell B. Chambers	Yes
Vice Mayor Yvette Colbourne	Yes
Commissioner Alexandra P. Davis	Yes
Mayor Wayne M. Messam	Yes

AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
BRIGHT LIGHT SECURITY SERVICES, LLC
FOR SECURITY GUARD SERVICES

This Agreement is entered into this 7 day of July, 2021, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and Bright Light Security Services LLC, a Florida corporation with principal business address located at 3600 South State Road 7, Suite 260, Miramar, FL 33023 (hereinafter referred to as "Contractor").

WHEREAS, on February 16, 2021, the City issued Request for Proposals No. 21-01-11 ("RFP") for Security Guard Services (the "Services"), attached as Exhibit "B"; and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on July 7, 2021, by Resolution 21-124, the City Commission approved the award of the RFP to Contractor and authorized the negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services, for an initial term of three year(s) with two optional one-year renewal periods.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

ARTICLE 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

ARTICLE 2

SCOPE OF SERVICES

2.1 This Agreement is subject to, and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto as accepted by the City, attached as Exhibit "A," and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract, or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

ARTICLE 3

COMPENSATION

3.1 City agrees to pay Contractor at the hourly rated quoted, for services described herein.

3.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

ARTICLE 4 **TERM OF AGREEMENT**

4.1 The term of this Agreement shall commence on October 1, 2021, and shall continue, unless otherwise terminated by the City as provided herein, for three years from that date.

4.2 The City shall have the option, in its sole discretion, of renewing this Agreement for up to two additional one-year terms, subject to mutual agreement as to the price for each option period, which shall be negotiated at least 30 days prior to the end of the term in effect.

4.3 The City's Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days, for a maximum of 180 days.

4.4 This Agreement shall be subject to the annual appropriation of funding by the City during its budget process, the failure of which, in the City's sole discretion, may serve as a basis for termination of this Agreement pursuant to Article 8 below, or nonrenewal of this Agreement.

ARTICLE 5 **TERMINATION OF AGREEMENT**

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that this Contract is terminated by the City for

cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 Return of City equipment. Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 Survival. The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

ARTICLE 6 **INDEPENDENT CONTRACTOR**

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor, its officers, employees, or agents, shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, its officers, employees, or agents, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

ARTICLE 7 **INDEMNIFICATION**

7.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

ARTICLE 8
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

ARTICLE 9
INSURANCE

9.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the City's Risk Manager.

9.2 **Minimum Limits of Insurance** - Proposers shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. ***Commercial General Liability Insurance***
\$1,000,000 Each Occurrence (\$2,000,000 General Aggregate)
\$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
2. ***Automobile Liability***
\$1,000,000 Combined Single Limit per Accident **NOTE : No aggregate**
3. ***Workers Compensation and Employers Liability***
\$1,000,000 Each Accident/\$1,000,000 Each Employee for Injury by
Disease/\$1,000,000 Aggregate for Injury by Disease **NOTE : No aggregate**

9.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Proposer agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:

- a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and
- b. To the extent such loss, damage, claims, suits, or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.

This waiver shall apply to all first-party property, equipment, vehicle and workers' compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

This Agreement shall not be deemed approved until the Proposer has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

9.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 10

MISCELLANEOUS

10.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

10.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

10.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

10.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

10.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

ARTICLE 11 **AUDIT AND INSPECTION RIGHTS**

11.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

11.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

ARTICLE 12
AGREEMENT, AMENDMENTS AND ASSIGNMENT

12.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

12.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

12.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

ARTICLE 13
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

ARTICLE 14
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR: Bright Light Security Services LLC
3600 South State Road 7
Suite 260
Miramar, FL 33023

FOR CITY:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-XXXX

With A Copy to:

Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

ARTICLE 15
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

ARTICLE 16
PUBLIC RECORDS

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
 2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

ARTICLE 17

SCRUTINIZED COMPANIES

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above stated contracting prohibitions then they shall become inoperative.

ARTICLE 18

E-VERIFY REQUIREMENT

In accordance with Florida Statutes §448.095, the Contractor, prior to Commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 19

HEADINGS, CONFLICT OF PROVISIONS,

WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

ARTICLE 20
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

ARTICLE 21
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

ARTICLE 22
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

ARTICLE 23
JOINT PREPARATION

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 24
COUNTERPARTS

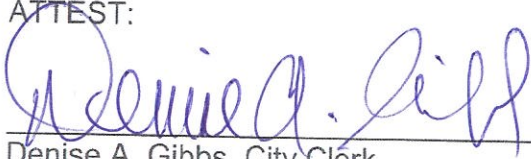
This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission

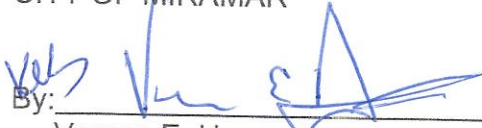
of the City of Miramar, and by the Contractor, by and through its Owners, attested to and duly authorized to execute same.

CITY

ATTEST:


Denise A. Gibbs, City Clerk

CITY OF MIRAMAR

By: 
Vernon E. Hargray,
City Manager

This day 9 of September, 2021.

Approved as to form and legal sufficiency for the use of and reliance by the city of Miramar only:


Austin Parnes Norris Weeks Powell, PLLC
City Attorney.

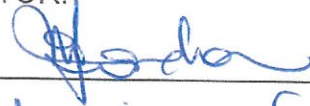
CONTRACTOR

WITNESSES:

Signature: Jen Paul
Print Name: Jennifer Paul

Signature: Anita Goins
Print Name: Anita Goins

CONTRACTOR:

Signature: 
Print Name: Maxine Gordon

Title: Owner/Director of Operations
Date: 7/15/2021



FIRST RENEWAL AGREEMENT FOR SECURITY GUARD SERVICES

This Agreement (the "First Renewal Agreement") is entered this 10 day of July, 2024, between the City of Miramar (hereinafter "City") and Bright Light Security Services, LLC (hereinafter "Provider").

RECITALS:

WHEREAS, on July 7, 2021 the City Commission adopted Resolution No. 21-124 and approved the award of Request for Proposals No. 21-01-11 to the Provider for Security Guard Services (the "services"); and

WHEREAS, the City entered into an agreement for the services with the Provider for an initial term of three year(s) with the option to renew for two additional one-year terms (the "Original Agreement"); and

WHEREAS, the initial term of the Agreement was effective on October 1, 2021 and will expire on September 30, 2024; and

WHEREAS, the Original Agreement was amended to expand the scope of services to add one unarmed security guard for the Town Center Main Lobby ("Amendment No. 1"); and

WHEREAS, the Original Agreement was further amended to expand the scope of services to add an additional unarmed security guard for the Town Center, on an as needed basis, and increase hourly rate from \$18.00 per hour to \$21.00 per hour ("Amendment No. 2"); and

WHEREAS, pursuant to City Code, when a contract is entered into by the City pursuant to City Commission approval and provides for one or more renewals, only the City Commission is authorized to approve such renewals; and

WHEREAS, the City wishes to exercise the option to renew the Security Guard Services Agreement, as amended, with the Provider for the first one-year renewal term from October 1, 2024 to September 30, 2025; and

WHEREAS, on July 10, 2024, the City Commission adopted Resolution No. 24-135 and approved this First Renewal Agreement.

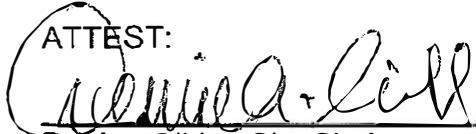
NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained in this First Renewal Agreement and in the Original Agreement, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this First Renewal Agreement.
2. The Original Agreement, as amended, shall be renewed for the first one-year term commencing on October 1, 2024 and expiring on September 30, 2025.
3. All covenants, terms, and conditions contained in the Original Agreement, as amended, and this First Renewal Agreement shall remain in full force and effect through the renewal term.

IN WITNESS WHEREOF, the parties hereto have caused this First Renewal Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

THE CITY OF MIRAMAR

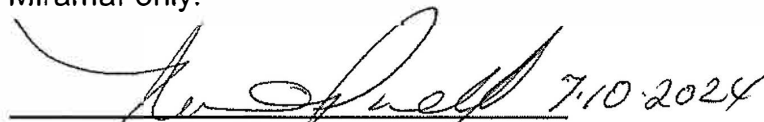
ATTEST:


Denise Gibbs, City Clerk

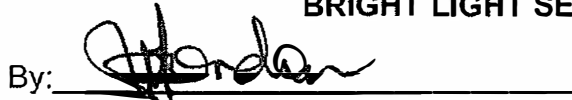
By: 
Dr. Roy L. Virgin, City Manager

Dated: 7/10/2024

Approved as to legal form and sufficiency
for the use of and reliance by the City of
Miramar only:


City Attorney
Austin Pamies Norris Weeks Powell, PLLC

BRIGHT LIGHT SECURITY SERVICES, LLC

By: 

Print Name: Maxine Gordon

Date: 6/17/2024



**AMENDMENT NO. 1
TO THE
AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
BRIGHT LIGHT SECURITY SERVICES, LLC
FOR
SECURITY GUARD SERVICES
IN MIRAMAR, FLORIDA**

THIS AMENDMENT NO. 1 (the "Amendment") is made and entered into between the **CITY OF MIRAMAR, FLORIDA**, (the "City"), a Florida municipal corporation, whose place of business is 2300 Civic Center Place, Miramar, Florida 33025,

AND

BRIGHT LIGHT SECURITY SERVICES, LLC (the "Provider"), a corporation authorized to conduct business in the State of Florida, whose principal place of business is 3600 South State Road 7, Suite 260, Miramar, FL 33023.

WHEREAS, on July 7, 2021 by the adoption of Resolution No. 21-124, the City Commission approved the award of Request for Proposals No. 21-01-11 (the "RFP"), entitled "Security Guard Services" (the "Work" or "Services"), to Provider as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; and

WHEREAS, on July 7, 2021 the City and Provider (the "Parties") entered into an agreement for the Services (the "Original Agreement"); and

WHEREAS, in accordance with Section 3-9 the RFP, the City wishes to expand the Scope of Services to include one additional unarmed Security Guard at the Town Center Main Lobby; and

WHEREAS, the Parties agree that the Scope of Services will be expanded to include one additional unarmed Security Guard for the Town Center Main Lobby;

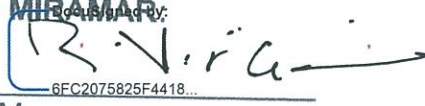
WHEREAS, the Parties agree that the hours of the additional guard will be Monday to Thursday from 7am to 6pm.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions provided herein, the Parties agree as follows:

1. The foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this First Amendment.
2. No term of this Amendment may be modified except in writing and executed by all parties to this Amendment.
3. The Original Agreement between the Parties is deemed amended as set forth herein.
4. All other terms and conditions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect.

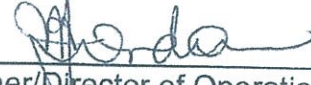
IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Original Agreement on the respective dates under each signature.

CITY OF MIRAMAR:

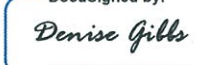
By: 
City Manager
Dr. Roy Virgin

This ____ day of 1/9/2023, 2022.

BRIGHT LIGHT SECURITY SERVICES, LLC:

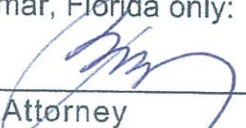
By: 
Owner/Director of Operations
Maxine Gordon

Date: 12-14-2022

ATTEST:  1/9/2023
Denise A. Gibbs, City Clerk

Corporate Seal

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:


City Attorney
Austin Pamies Norris Weeks Powell, PLLC.



**AMENDMENT NO. 2
TO THE
AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
BRIGHT LIGHT SECURITY SERVICES, LLC
FOR
SECURITY GUARD SERVICES**

THIS AMENDMENT NO. 2 (the "Amendment") is made and entered into between the **CITY OF MIRAMAR, FLORIDA**, (the "City"), a Florida municipal corporation, whose place of business is 2300 Civic Center Place, Miramar, Florida 33025,

AND

BRIGHT LIGHT SECURITY SERVICES, LLC (the "Provider"), a corporation authorized to conduct business in the State of Florida, whose principal place of business is 3600 South State Road 7, Suite 260, Miramar, FL 33023.

WHEREAS, on July 7, 2021 by the adoption of Resolution No. 21-124, the City Commission approved the award of Request for Proposals No. 21-01-11 (the "RFP"), entitled "Security Guard Services" (the "Work" or "Services"), to Provider as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; and

WHEREAS, on July 7, 2021 the City and Provider (the "Parties") entered into an agreement for the Services (the "Original Agreement"); and

WHEREAS, in accordance with Section 3-9 the RFP, the City wishes to expand the Scope of Services to include one additional unarmed Security Guard at the Town Center Main Lobby; and

WHEREAS, the Parties agree that the Scope of Services will be expanded to include one additional unarmed Security Guard for the Town Center, on an as-needed basis; and

WHEREAS, the Provider has proposed an increase in the hourly rates (incorporated herein as Exhibit A), effective October 1, 2023; and

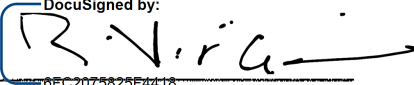
WHEREAS, the City has accepted the proposed rate increase effective October 1, 2023.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions provided herein, the Parties agree as follows:

1. The foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Second Amendment.
2. No term of this Amendment may be modified except in writing and executed by all parties to this Amendment.
3. The Original Agreement between the Parties is deemed amended as set forth herein.
4. All other terms and conditions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Original Agreement on the respective dates under each signature.

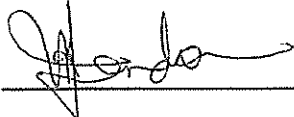
CITY OF MIRAMAR:

By: 
DocuSigned by:
6FC2075825F4418...

City Manager

Dr. Roy Virgin

BRIGHT LIGHT SECURITY SERVICES, LLC:

By: 
DocuSigned by:

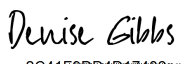
Owner/Director of Operations

Maxine Gordon

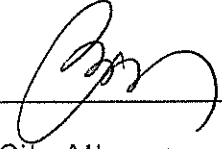
This ____ day of 8/7/2024, 2023.

Date: 11/13/2023

ATTEST:

DocuSigned by:

2C41F8DD4D17482
Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:


City Attorney

Austin Pamies Norris Weeks Powell, PLLC.



BRIGHT LIGHT SECURITY SERVICES LLC
3600 S STATE RD 7, SUITE 260
MIRAMAR, FL 33023
TEL: 954-494-0419 EMAIL: info@brightlightsecurity.com

September 1, 2023

To Whom It May Concern:

Dear Sir/Madam

Due to an increase in cost-of-living expenses after the Covid-19 Pandemic, Bright Light Security Services LLC has seen a sharp increase in its operating costs, and is therefore requesting a rate increase in order to offset the additional costs. This will enable the company to continue to provide excellent service to the City of Miramar by retaining its quality Security Guard personnel. Below are the proposed new rates to provide Security Guard Services for City of Miramar, effective October 1, 2023.

New regular rate: \$21 per hour per guard
New overtime rate: \$31.50

A handwritten signature in black ink, appearing to read "Maxine Gordon", is written over a horizontal line.

Maxine Gordon, President



AMENDMENT NO. 3
TO THE
AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
BRIGHT LIGHT SECURITY SERVICES, LLC
FOR
SECURITY GUARD SERVICES

THIS THIRD AMENDMENT (the "Amendment") is made and entered into between the **CITY OF MIRAMAR, FLORIDA**, (the "City"), a Florida municipal corporation, whose place of business is 2300 Civic Center Place, Miramar, Florida 33025

AND

BRIGHT LIGHT SECURITY SERVICES, LLC (the "Provider"), a corporation authorized to conduct business in the State of Florida, whose principal place of business is 3600 South State Road 7, Suite 260, Miramar, FL 33023.

WHEREAS, on July 7, 2021 by the adoption of Resolution No. 21-124, the City Commission approved the award of Request for Proposals No. 21-01-11 (the "RFP"), entitled "Security Guard Services" (the "Services"), to Provider; and

WHEREAS, on July 7, 2021 the City and Provider (the "Parties") entered into an agreement for the Services (the "Original Agreement"); and

WHEREAS, the Original Agreement provides for security guard coverage for the City's Wastewater Reclamation Facility ("WWRF"), one of three facilities managed by the Utilities Department, located at 13900 Pembroke Road, Miramar, FL 33027 from Monday to Friday, 7:00 am to 6:00 pm; and

WHEREAS, in accordance with Section 3-9 of the RFP, Additional Locations, the City wishes to amend the contract to provide services for 24 hours per day/7 days per week at two additional facilities managed by the Utilities Department: the West Water Treatment Plant (West-WTP) located at 4100 S. Flamingo Road, Miramar, FL 33027 and the East Water Treatment Plant (East-WTP) located at 2600 SW 66 Terrace, Miramar, FL 33023; and

WHEREAS, the City also wishes to extend services at the WWRF to 24 hours per day/7 days per week; and

WHEREAS, the Parties agree that the contract will be amended to provide services for 24 hours per day/7 days per week at the WWRF, the West-WTP and the East-WTP, effective June 12, 2025; and

WHEREAS, the Provider has submitted a price proposal for the additional services, incorporated herein as Exhibit "1"; and

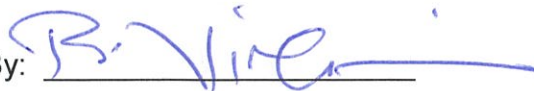
WHEREAS, the City has accepted the Provider's price proposal for the additional services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions provided herein, the Parties agree as follows:

1. The foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Third Amendment.
2. No term of this Amendment may be modified except in writing and executed by all parties to this Amendment.
3. The Original Agreement between the Parties is deemed amended as set forth herein.
4. All other terms and conditions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect.

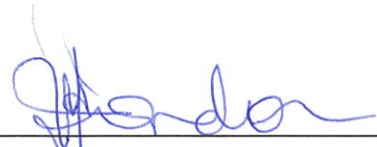
IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment to the Original Agreement on the respective dates under each signature.

CITY OF MIRAMAR:

By: 
Dr. Roy L. Virgin
City Manager

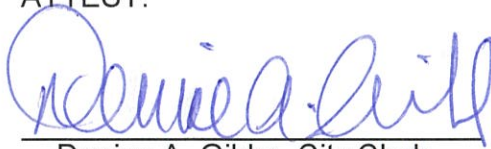
Date: 6/17/2025

BRIGHT LIGHT SECURITY SERVICES, LLC:

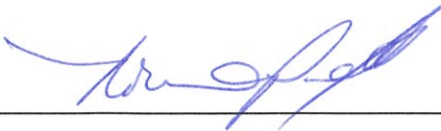
By: 
Maxine Gordon
Owner/Director of Operations

Date: May 19, 2025

ATTEST:


Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:


City Attorney

Austin Pamies Norris Weeks Powell, PLLC.

Exhibit "1"

Bright Light Security Services
 3600 S. State Rd. 7, Suite 260
 Miramar, FL 33023 US
 +19544940419
 info@brightlightsecurity.com

**ADDRESS**

Mr SHAUN PERSAUD
 MIRAMAR WASTEWATER
 MAINTENANCE
 2300 Civic Center Place
 Miramar, FL 33025

SHIP TO

Mr SHAUN PERSAUD
 MIRAMAR WASTEWATER
 MAINTENANCE
 13900 Pembroke Rd
 Miramar, FL 33027

Estimate 1015**DATE 04/07/2025**

ACTIVITY	QTY	RATE	AMOUNT
Security Service 1 UNARMED SECURITY OFFICERS 7am-11pm (112 WEEKLY HOURS) HOURS PER DAY, 7 DAYS PER WEEK ESTIMATE FOR JUN 12-SEPTEMBER 30, 2025 West Water Treatment Plant: 4100 Flamingo Rd, Miramar, FL 33027	1,760	21.00	36,960.00
Security Service 1 UNARMED SECURITY OFFICERS 11PM-7AM (56 WEEKLY HOURS) ESTIMATE FOR JUN 12-SEPTEMBER 30, 2025 West Water Treatment Plant: 4100 Flamingo Rd, Miramar, FL 33027	880	23.00	20,240.00
Security Service 1 UNARMED SECURITY OFFICERS 7AM-11PM (112 WEEKLY HOURS) ESTIMATE FOR JUN 12-SEPTEMBER 30, 2025 East Water Treatment Plant: 2600 SW 66th Terrace, Miramar, FL 33023	1,760	21.00	36,960.00
Security Service 1 UNARMED SECURITY OFFICERS 11PM-7AM (56 WEEKLY HOURS) ESTIMATE FOR JUN 12-SEPTEMBER 30, 2025 East Water Treatment Plant: 2600 SW 66th Terrace, Miramar, FL 33023	880	23.00	20,240.00

ACTIVITY	QTY	RATE	AMOUNT
Security Service 1 UNARMED SECURITY OFFICERS LESS CONTRACTED HOURS 7AM-6PM (6PM-11PM-35 WEEKLY HRS) ESTIMATE FOR JUN 12-SEPTEMBER 30, 2025 Waste Water Reclamation Facility: 13900 Pembroke Rd, Miramar, FL 33027	550	21.00	11,550.00
Security Service 1 UNARMED SECURITY OFFICERS 11PM-7AM (56 WEEKLY HOURS) ESTIMATE FOR JUN 12-SEPTEMBER 30, 2025 Waste Water Reclamation Facility: 13900 Pembroke Rd, Miramar, FL 33027	880	23.00	20,240.00
Thank you for your business! We take credit cards, ACH payments and checks may be mailed to: 3600 S State Rd 7, Suite 260, Miramar, FL 33023.			
SUBTOTAL			146,190.00
TAX			0.00
TOTAL			\$146,190.00

Accepted By

Accepted Date