

AGREEMENT

THIS AGREEMENT is hereby made and entered into this 7th day of February 2023, (the “effective date”) by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and DECO International Security Corporation, a Florida Corporation, (hereafter referred to as “Contractor”), whose address is 407 Lincoln Road, Suite 12 J, Miami Beach, FL 33139.

WHEREAS, the City desires to retain the Contractor to provide unarmed security guard services in accordance with the City’s Request for Proposals No. 2023-002 and the Contractor’s response thereto, all of which are incorporated herein by reference.

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

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Request for Proposal No. 2023-002, and the Contractor’s response to the Request for Proposal, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide unarmed security guard services pursuant to the specifications accompanying the City’s Request for Proposal, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit “A”, according to the terms and specifications of the referenced solicitation.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager


- ii. with a copy to: City of Delray Beach
200 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

- iii. As to the Contractor: DECO International Security Corporation
407 Lincoln Road, Suite 12 J
Miami Beach, FL 33139
Attn: Jeffrey Torain, Executive Vice President
jeff@decointernationalsecurity.com

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. E-VERIFY.

 By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 6. CONTRACT TERM

This term of this Agreement shall remain in effect for a term of three (3) years, the Agreement may be renewed for up to two (2) additional one (1) year periods, unless terminated earlier in accordance with terms of this Agreement.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

CITY OF DELRAY BEACH
By: [Signature]
Shelly Petrolia, Mayor

ATTEST:

By: [Signature]
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Lynn Geln, City Attorney

[SEAL]



Nancy Douge'
Notary Public
State of Florida
Comm# HH155849
Expires 8/5/2025

DECO INTERNATIONAL SECURITY
CORPORATION
By: [Signature]
Print Name: THOMAS SANON-JULES
Title: CEO & President

STATE OF Florida
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of February, 2023, by Thomas Sanon-Jules (name of person), as CEO & President (type of authority) for Deco Int. Security Corp (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____

[Signature]
Notary Public - State of Florida

EXHIBIT A

CITY OF DELRAY BEACH RFP 2023-002 UNARMED SECURITY GUARD SERVICES

PRICING PROPOSAL

The pricing submitted shall be all inclusive to provide Unarmed Security Guard Services in accordance with the requirements identified in this Scope of Work, and as set forth in the solicitation document.

Item No.	Description	ESTIMATED ANNUAL HOURS*	HOURLY RATE	EXTENDED PRICE
1.	Guard Hours	3500	\$ <u>23.25</u>	\$ <u>81,375.00</u>
2.	Supervisor Hours (1)	18	\$ <u>32.50</u>	\$ <u>585.00</u>
GRAND TOTAL **Total Cost/Grand Total				\$ <u>81,960.00</u>

* The figures listed are for evaluation purposes only and DO NOT guarantee either a minimum of maximum usage by the City.

**Items will be evaluated both by item (Hourly Rate/Extended Price Annually) and in the aggregate (Grand Total). Items may be awarded to one or multiple vendors, by individual item or in the aggregate, or any combination thereof.

Submitted by:

DECO International Security Corporation

Firm Name

Signature

Jeffrey N. Torain/Executive Vice President

Name and Title (Print or Type)

January 20, 2023

Date



MIAMI
NAPLES
ORLANDO
PALM BEACH
TAMPA
FORT MYERS
BROWARD
JACKSONVILLE
NEW YORK
WASHINGTON D.C.
MARYLAND
VIRGINIA
TEXAS

DECO

International Security Corporation
"Providing Security Solutions That Work...For You"
FL License No. B2100213/A9300314

Thomas Sanon-Jules
Chief Executive Officer & President

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Cell: 305-970-2133

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DECO

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