



**CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444**

**AMENDMENT NO. 2 TO
SOLICITATION NO. 2023-002
AGREEMENT FOR UNARMED SECURITY GUARD SERVICES**

DECO International Security Corporation

CITY OF DELRAY BEACH
AMENDMENT NO. 2 TO
UNARMED SECURITY GUARD SERVICES

THIS AMENDMENT NO. 2 to the Unarmed Security Guard Services Agreement, by and between the City of Delray Beach, a municipal corporation (hereinafter referred to as “City”), and DECO International Security Corporation (hereinafter referred to as “Contractor”), a Florida corporation authorized to do business in the State of Florida, is entered into this _____ day of _____, 2025.

WITNESSETH:

WHEREAS, on February 7, 2023, the City entered into a three (3) year agreement with Contractor for unarmed security guard services (hereinafter referred to as the “Agreement”); and

WHEREAS, the City and the Contractor executed Amendment No. 1 to the Agreement updating the Pricing Schedule to raise the hourly rate for Security Guards from Twenty-Three Dollars and Twenty-Five cents (\$23.25) per hour to Twenty-Eight Dollars and Fifty Cents (\$28.50) per hour; and

WHEREAS, the City and Contractor desire to further amend the Agreement to update the Pricing Schedule to raise the hourly rate for Security Guards from Twenty-Eight Dollars and Fifty Cents (\$28.50) per hour to Twenty-Nine Dollars and Eighty-Five Cents (\$29.85) per hour and raise the hourly rate for the Supervisor’s from Thirty-Two Dollars and Fifty Cents (\$32.50) per hour to Thirty-Three Dollars and Eighty-Five Cents (\$33.85) per hour. Additionally, the City and Contractor desire to add the roles of Event Security Manager at a rate of Forty-Seven Dollars and Fifty Cents (\$47.50) per hour and Logistics Officer at a rate of Twenty-Nine Dollars and Eighty-Five Cents (\$29.85) per hour; and

WHEREAS, the City and Contractor desire to further amend the Agreement to add new terms to be consistent with Federal, State, and City laws and policies; and

WHEREAS, Contractor agrees to continue to provide services to City in accordance with the terms and conditions of the Agreement; and

NOW, THEREFORE, for and in consideration and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall

survive termination, cancellation or expiration of this Agreement.

3. Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.
4. Section 287.138, Florida Statutes, prohibits the City from entering into a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Upon submitting its Work Order, Contractor shall certify compliance with section 287.138, Florida Statutes, by executing the Proposer Certification regarding Entities of Foreign Countries of Concern, which is included in Attachment 2. The City reserves the right to terminate any agreement in which a CONTRACTOR provides a false certification or otherwise violates Section 287.138, Florida Statutes.
5. Contractor has fully complied with Florida Statute §787.06(13), which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute as evidenced by affidavit provided to the City.
6. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.
7. By its execution of this Agreement, Contractor acknowledges that it has been informed by City of, and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a

public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

8. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.
9. The Pricing Schedule, to the Agreement, is hereby replaced in its entirety with the attached Exhibit "A".
10. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement and Amendment No. 1 and Amendment No. 2 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Contractor hereto have executed this Amendment No. 2 as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

CONTRACTOR

By: _____

Print Name: _____

Title: _____

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known ____ OR Produced Identification ____

Type of Identification Produced _____

Notary Public – State of _____

EXHIBITA
Pricing Schedule

Item No.	Description	HOURLY RATE
1.	Guard Hours	\$ 29.85
2.	Supervisor Hours (1)	\$ 33.85

ADDITIONAL ROLE:

Item No.	Description	HOURLY RATE
1.	Event Security Manager	\$ 47.50
2.	Logistics Officer	\$ 29.85