



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

**AMENDMENT NO. 1 TO
SOLICITATION NO. 2023-002
AGREEMENT FOR UNARMED SECURITY GUARD SERVICES**

DECO International Security Corporation

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO
UNARMED SECURITY GUARD SERVICES

THIS AMENDMENT NO. 1 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 10th day of October, 2023.

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 desire to amend the Agreement to update 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, 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. Exhibit A, Pricing Schedule, to the Agreement, is hereby replaced in its entirety with the attached Exhibit "A".
3. 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 this Amendment No. 1 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. 1 as of the day and year first above written.

ATTEST:

Katerri Johnson
Katerri Johnson, City Clerk

CITY OF DELRAY BEACH

By: Shelly Petrolia
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney



CONTRACTOR

By: Thomas Sanon-Jules
Print Name: Thomas Sanon-Jules

Title: CEO and President 10/03/2023

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of October, 2023, by Thomas Sanon-Jules (name of person), as CEO and President (type of authority) for DECO International Security Corporation (name of person on behalf of whom instrument was executed).

Personally known X OR Produced Identification _____
Type of Identification Produced _____



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

N. Douge
Notary Public – State of FLORIDA

EXHIBIT A
Pricing Schedule

Item No.	Description	HOURLY RATE
1.	Guard Hours	\$ 28.50
2.	Supervisor Hours (1)	\$ 32.50

CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Amendment to Agreement with DECO International Security Corporation for Unarmed Security Guard Services

Department: Parks

Contact person: Joel Burzynski

City Manager approval ☐

City Commission approval ☒

Reviewed by Purchasing ☒

Agenda item #:

Agenda meeting date:

Resolution #:

Agreement Action:

New ☐

Renewal* ☐

Amendment* ☒

*Renewal: Only change is the agreement term
*Amendment: For changes other than/in addition to term

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:

Comments/Specific Provision in Agreement

Term (Duration of Agreement)	Art. 6: 3 years and may be renewed for two additional one-year periods
Termination Clause	RFP: 11.28- for convenience, 11.29- for default, 11.30- for fraud and misrepresentation
Renewal Clause	Art. 6: may be renewed for up to two additional one-year periods
Insurance	City standard
Indemnification	City standard
Assignment	RFP 11.22- shall not assign without written consent of the other party
Fiscal Funding Requirement	RFP 11.66
FL. Public Records Provision (2016)	RFP 11.50
Inspector General Provision	RFP 11.32
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	RFP 11.42- each party to pay their own fees
E-verify	Art. 5

Business Principles:

Comments

Fees: Total Value	\$486,291.74 (Amendment adds 76,491.90)
Fees: Per Fiscal Year	\$97,258.30

Other Issues:

Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	DECO International Security Corporation (Secondary Vendor) Modifications made pursuant to Solicitation as stated below: 3.11 MODIFICATION OF SERVICES b. If the selected Proposer and the City agree on modifications or revisions to the service elements, after the City has approved performance of a particular task or project, and a
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Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☒

Attorney: Kelly Brandon, Esq.

Reviewed and approved as to form and legal sufficiency only

Form version 5, March, 2018