



EXECUTIVE SUMMARY

MEETING DATE: July 21, 2023

HCR23-086

SUBJECT: Ratification of the Amendment to Security Services Agreement HC-22-01 for Valley Vista Apartments

COUNCIL DISTRICT: 3

ORIGINATING DEPARTMENT: Real Estate

CONTACT/PHONE NUMBER: Emmanuel Arellano (619) 578-7586

REQUESTED ACTION:

Ratify and approve an amendment to the contract for security services at the Valley Vista Apartments to increase the contract annual maximum by \$354,739.20 plus an additional 20% contingency of \$109,691.52 in the second year (August 1, 2022 - July 31, 2023), with additional increases of \$354,739.20 plus a 20% contingency of \$109,691.52 per year for the three remaining one-year options.

Contract Term	Funding Amount
Year 1 (August 1, 2021 – June 30, 2022)	\$193,718.40
1 st Option (August 1, 2022 – July 31, 2023)	\$658,149.12
2 nd Option (August 1, 2023 – July 31, 2024)	\$658,149.12
3 rd Option (August 1, 2024 – July 31, 2025)	\$658,149.12
4 th Option (August 1, 2025 – July 31, 2026)	\$658,149.12
Total Contract Cost	\$2,826,314.88

EXECUTIVE SUMMARY OF KEY FACTORS:

- The Housing Commission has a continuing need for security services at Valley Vista Apartments, which provides 190 affordable rental housing units with supportive services for people who experienced homelessness.
- After a competitive procurement process in 2021, the Housing Commission executed the contract for security services with Invicta Security CA Corporation as the total contract amount of \$193,718.40 was within the delegated authority of the Housing Commission’s President and CEO and aligned with the Housing Commission’s approved budget.
- Funding necessary for additional security needs was included in the Housing Commission's approved Fiscal Year 2022, 2023 and 2024 budgets. However, the contract amendment to support the added contract capacity was miscalculated and did not provide sufficient contract capacity for the necessary two guards, 24 hours a day, seven days a week at the property.
- As a result, Housing Commission staff is seeking Housing Commission Board of Commissioners’ approval at this time to amend and ratify the annual contract amount.
- Approval of this item has no fiscal impact on the Housing Commission’s Fiscal Year 2023 and Fiscal Year 2024 budgets, which the Housing Authority of the City of San Diego (Housing Authority) approved on June 13, 2022, and June 12, 2023, respectively. Approval of the sources and uses for this item were included in the Fiscal Year 2023 and Fiscal Year 2024 Housing Authority-approved budgets.



REPORT

DATE ISSUED: July 13, 2023

REPORT NO: HCR23-086

ATTENTION: Chair and Members of the San Diego Housing Commission
For the Agenda of July 21, 2023

SUBJECT: Ratification of the Amendment to Security Services Agreement HC-22-01 for Valley Vista Apartments

COUNCIL DISTRICT: 3

REQUESTED ACTION

Ratify and approve an amendment to the contract for security services at the Valley Vista Apartments to increase the contract annual maximum by \$354,739.20 plus an additional 20% contingency of \$109,691.52 in the second year (August 1, 2022 - July 31, 2023), with additional increases of \$354,739.20 plus a 20% contingency of \$109,691.52 per year for the three remaining one-year options, allocated as follows:

Contract Term	Funding Amount
Year 1 (August 1, 2021 – June 30, 2022)	\$193,718.40
1 st Option (August 1, 2022 – July 31, 2023)	\$658,149.12
2 nd Option (August 1, 2023 – July 31, 2024)	\$658,149.12
3 rd Option (August 1, 2024 – July 31, 2025)	\$658,149.12
4 th Option (August 1, 2025 – July 31, 2026)	\$658,149.12
Total Contract Cost	\$2,826,314.88

STAFF RECOMMENDATION

That the San Diego Housing Commission (Housing Commission) Board of Commissioners (Board) take the following actions:

- 1) Ratify and approve the Third Amendment to increase the annual maximum contract amount with Invicta Security CA Corporation (Invicta) in the second, third, fourth and fifth contract years (August 1, 2022 – July 31, 2026) from \$193,718.40 per year to the approved budget amount of \$548,457.60 per year with a 20 % contingency of \$109,691.52 for a total of \$658,149.12 per year for security services provided at the Housing Commission-owned Valley Vista Apartments at 1865 Hotel Circle South, San Diego, CA 92108.
- 2) Authorize the President and Chief Executive Officer (President & CEO), or designee, to substitute the funding sources with other available funding sources provided that the total program /project budget amount after substitution does not exceed the approved total budget, should the operational need arise or should actions be to the benefit of the Housing Commission and its mission.

- 3) Authorize the President & CEO, or designee, to execute all documents and instruments that are necessary and/or appropriate to implement these approvals, in a form approved by General Counsel, and to take such actions as are necessary and/or appropriate to implement these approvals, provided that a copy of the documents, signed as to form by General Counsel, is submitted to each Housing Commissioner.

SUMMARY

The Housing Commission has a continuing need for security services at Valley Vista Apartments, which provides 190 affordable rental housing units with supportive services for people who experienced homelessness. These services include basic security duties that add to the physical safety of the residents, property, vendors and Housing Commission staff. To effectively and efficiently meet this need, the Housing Commission issued a Request for Proposals (RFP) on June 8, 2021, for Security Services at 1865 Hotel Circle, seeking well-qualified contractors to provide and meet the security service needs at the property. The RFP was posted and made available for download on the PlanetBids website through the Housing Commission’s portal notifying 67 registered security companies. Nine plan holders downloaded the RFP.

On June 22, 2021, the RFP closed and the Housing Commission received seven proposals. Proposals were submitted by United Security Services, RBW Security, Inc., Rancho Sante Fe Security Systems, American Guard Services, BSE Security Services, American Global Security, Inc., and Invicta Security CA Corporation (formerly known as All State Security Services, Inc.). A responsiveness review was conducted on all proposals received. Bids passing the responsiveness review were then evaluated, scored and ranked by an evaluation committee. Below are the final evaluation results of the RFP:

Company Name	Ranking
Invicta Security CA Corporation	1
American Guard Services	2
Rancho Sante Fe Security Systems	3
United Security Services	4
BSE Security Services	5
American Global Security, Inc.	6
RBW Security, Inc.	7

The evaluation committee reviewed, scored and ranked the responses based on the following criteria: qualifications and experience, cost, technical (experience/capabilities) and qualifications. Invicta Security CA Corporation was deemed the highest ranked and responsive bidder. The Housing Commission, after careful consideration, executed the contract for security services at 1865 Hotel Circle to Invicta Security CA Corporation as the total contract amount was within the delegated authority of the President and CEO of the Housing Commission and aligned with the Housing Commission’s approved budget.

Initially, the property operated with one guard, 24 hours a day, seven days a week. Throughout the stabilization process after the acquisition of the Valley Vista Apartments, staff determined that the site's ongoing security needs exceeded the needs of other properties with affordable units and supportive services for people who experienced homelessness. Staff determined that Valley Vista Apartments needed two security guards at minimum. Staff obtained approval and adjusted the operating budget capacity to support the additional security needs. The funding necessary for the additional security needs was included in the Housing Commission's approved Fiscal Year 2022, 2023 and 2024 budget years.

However, the contract amendment to support the added contract capacity was miscalculated and did not provide sufficient contract capacity for two guards, 24 hours a day, seven days a week. As a result, Housing Commission staff is seeking Board approval at this time to amend and ratify the annual contract amount.

FISCAL CONSIDERATIONS

Approval of this item has no fiscal impact on the Housing Commission’s Fiscal Year 2023 and Fiscal Year 2024 budgets, which the Housing Authority of the City of San Diego (Housing Authority) approved on June 13, 2022, and June 12, 2023, respectively. Approval of the sources and uses for this item were included in the Fiscal Year 2023 and Fiscal Year 2024 Housing Authority-approved budgets.

HOUSING COMMISSION STRATEGIC PLAN

This item relates to the Core Value “Believe in transparency and being good financial stewards” in the Housing Commission Strategic Plan for Fiscal Year 2022-2024.

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders include residents of the property, guests, and adjacent neighbors. Additionally Housing Commission staff, Property Management staff, vendors, and any other visitors to the property are considered stakeholders. All of these parties benefit from the increased security provided by the additional services.

ENVIRONMENTAL REVIEW

The proposed security services amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities), which allows the operation, repair, maintenance permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The parties agree that the provision of any federal funds to the project is conditioned on the City of San Diego’s final NEPA review and approval.

Respectfully submitted,



Emmanuel Arellano
Vice President of Asset Management
Real Estate Division

Approved by,



Jeff Davis
Interim President & Chief Executive Officer
San Diego Housing Commission

- Attachments: 1) HC-22-01, Agreement for Security Services with All State Security Services, Inc.
2) HC-22-01, First Amendment to Agreement for Security Services with Invicta Security CA Corporation (Previously All State Security Services, Inc.)
3) HC22-01, Second Amendment to Agreement for Security Services with All State Security Services, Inc.

Hard copies are available for review during business hours at the information desk in the main lobby of the San Diego Housing Commission offices at 1122 Broadway, San Diego, CA 92101. Docket materials are also available in the “Governance & Legislative Affairs” section of the San Diego Housing Commission website at www.sdhc.org

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR SECURITY SERVICES

WITH

ALL STATE SECURITY SERVICES, INC.

(SERVICES, MATERIALS, SUPPLIES OR CONSULTING UNDER \$250,000)
Contract No. HC-22-01

THIS AGREEMENT, entered into this 29th day of July 2021,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1122 Broadway, Suite 300
San Diego, California 92101
619-231-9400

and the Contractor:

All State Security Services, Inc.
9845 Erma Rd. Suite 207
San Diego, CA 92131

is as follows:

101. Description of Work. Contractor shall provide the following services, supplies and/or materials to the Commission: Security Services at Hotel Circle/Valley Vista. Contractor shall provide such services to the Commission as generally described in the Specifications/Scope of Work attached hereto.

Additional Specifications/Scope of Work, if any, are contained in Attachment 101.

102. Time of Performance. All services required pursuant to this Agreement shall commence effective August 1, 2021, and continue through June 30, 2022.

(a) Provided, that the Contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be exercised by the Contractor. This ninety (90) day extension provision is in addition to options, if any, referenced in Attachment 102.

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension", of not less than seven (7) days

in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the Contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Commission during the term of the extension.

(c) Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) A Notice of Extension may be served by the Commission upon the Contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the Contractor a right to compel the Chief Executive Officer of the Commission to exercise the option to extend the Agreement.

(e) The Commission and Housing Authority of the City of San Diego ("Authority") hereby delegate the authority to the Chief Executive Officer of the Commission to pay compensation to Contractor, during the option period, on a pro rata basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

(f) All contracts which are approved by the Commission and/or Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of Services.

Option(s) to extend, if any, is/are contained in Attachment 102.

103. Compensation. The total compensation for all services performed and/or materials and goods supplied pursuant to this Agreement shall not exceed the sum of One Hundred Forty-Two Thousand Six Hundred Twenty and 80/100 Dollars (\$142,620.80). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered and goods and materials supplied or expenses accrued under this Agreement in excess of the maximum compensation specified above. Payment shall be made after submission of invoices and within thirty (30) days of submission, if approved by the Commission.

Additional compensation terms, if any, are contained in Attachment 103.

104. Equal Opportunity Program Compliance. Contractor and each subcontractor, if any, shall fully comply with and shall submit a San Diego County Work Force Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law regulations hereinafter enacted.

105. **Contract Requirements.** Contractor agrees to comply with the applicable State and Federal requirements, covenants and conditions (hereinafter “requirements”) listed on pages 5 through 9 of this Agreement, full copies of which are available in the offices of the Commission. If the source of funding for this Agreement is, in whole or in part, from Federal funds, as referenced below, then all of the requirements referenced on pages 5 through 9 shall be applicable. If Federal funds are not used, then the Federal requirements referenced on pages 5 through 9 shall not be applicable, but the remaining requirements shall apply in the execution and performance of this Agreement. The source(s) of funds for this Agreement is/are Federal Local.

106. **Insurance Requirements.** Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. This insurance obtained must be approved by the Commission. Contractor agrees to the following:

- (a) **General Liability** in the minimum amount of **\$5,000,000 per occurrence** for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the Commission, Contractor, its Subcontractors and its authorized representatives, arising out of or in connection with the Contractor’s performance of work under this Agreement. General Liability should not have any exclusions related to incidental medical mal practice, assault and battery, and/or abuse and molestation.
- (b) **Worker’s Compensation** in the minimum amount of **\$1,000,000 per occurrence** for contractors, subcontractors, employees, and agents during the full term of this Contract.
- (c) **Automobile Liability** in the minimum amount of **\$1,000,000 per occurrence** on owned and non-owned motor vehicles for bodily injury and property damage used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith. Be sure to include the following:
 - ISO Form Number CA 00 01 covering any auto (Code 1) or;
 - If Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9)
- (d) All insurance required to be purchased and maintained by the Contractor shall name the **Commission, the Housing Authority of the City of San Diego and the City of San Diego** as *Additional Insured* and shall contain cross-liability endorsements.
- (e) **Professional Liability (Errors & Omissions)** in the minimum amount of **\$2,000,000.00 per occurrence**.
- (f) **Written Insurance Endorsements**
 - **Waiver of Subrogation Endorsement** for **General Liability** and for **Worker’s Compensation** (if applicable) policies designating the entities listed in (e) as covered entities OR can read “as per written contract”. Please submit State Fund Compensation Insurance Fund form if applicable.

- Primary Non-Contributory Endorsement for General Liability.
- All Written Endorsements pages must reference the insurance policy number.

(g) The Contractor shall furnish to the Commission, certificates of insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least thirty (30) days prior written notice will be given to the Commission in the event of cancellation, reduction or non-renewal of the insurance.

107. Facsimile Approval By General Counsel. Approval of the form of this Agreement and the attachments, if any, may be in the form of a facsimile approval by General Counsel for the Commission. The approval may be executed in counterpart and attached to the original Agreement.

Signature Page to Agreement for Security Services at Hotel Circle/Valley Vista with All State Security Services, Inc. (Contract No. HC-22-01):

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Contractor:
All State Security Services, Inc.

By: ^{DocuSigned by:}
Joe Faltas
35B79FBBC5754F4...
Joe Faltas
President
Date: 7/29/2021

Commission:
SAN DIEGO HOUSING COMMISSION, a public agency

By: John Stewart Company, a corporation, its agent under a limited agency agreement

By: ^{DocuSigned by:}
Carlos Ortiz
14149CF2A4C3490...
Carlos Ortiz
Vice President – Southern California
Date: 8/9/2021

Approved as to Form:
Christensen & Spath LLP

^{DS}
ECH 7/29/2021

By: ^{DocuSigned by:}
Charles B. Christensen
265EBE656CAE4A0...
Charles B. Christensen
General Counsel
San Diego Housing Commission
7/29/2021
Date: _____

General Provisions

1. **Preference for Domestic Materials.** Wherever possible in the performance of this Agreement, only unmanufactured materials produced in the United States, and only manufactured materials manufactured in the United States, manufactured substantially from materials produced in the United States shall be used in the performance of the Agreement. Any person who fails to comply with such provision shall not be awarded any contract to which this article applies for a period of three (3) years from the date of the violation. (GOVT CODE - 4304).
2. **Preparation of Written Reports or Documents.** Provided that the total cost for work performed by Contractor exceeds \$5,000, and requires preparation of any document or written report prepared for or under the direction of the Commission, which is prepared in whole or in part by Contractor or its agents, the document or written report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. (GOVT CODE -7550).
3. **Equal Opportunity.** During the performance of this Agreement, Contractor shall comply with all applicable local, State and Federal Equal Opportunity Programs, as well as any other applicable local, state and federal laws. Contractor shall not discriminate against any person, employee or applicant for employment, or otherwise, because of race, color, religion, ancestry, gender, disability, national origin, or any other basis prohibited by law. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability, national origin, or any other illegal classification. (GOVT CODE 12990).
4. **Notice of Regulations and Requirements Pertaining to Reporting.** Contractor's performance under this Agreement is subject to State and Federal regulations. Contractor hereby agrees to comply with all applicable requirements pertaining to reports or documentation required under the terms of this Agreement, if any.
5. **Contract Work Hours and Safety Standards Act.** In the event Contractor's performance of this Agreement entails the use of laborers or mechanics, and the Agreement is for more than the sum of \$100,000, and uses Federal funds, then Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. **Patents and Copyrights.** The Commission hereby reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for government purposes any patents and/or copyrights in any work developed under this Agreement.
7. **Access to and Retention of Records.** Contractor hereby grants access to the United States Department of Housing and Urban Development (HUD), the Comptroller General of the United States, the City of San Diego, the Authority, the Commission, and/or their duly authorized representatives, to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purposes of audits, examinations, excerpts and transcriptions. Contractor agrees to retain any such records and documents for three (3) years from the date of final payment under this Agreement.
8. **Energy Conservation.** Provided this Agreement uses Federal funds, Contractor hereby certifies compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
9. **Termination.** The Commission, thirty (30) days after mailing written notice to Contractor, may terminate this Agreement, in whole or in part, when it is in the Commission's interest. If this Agreement is terminated, the Commission shall be liable only for payment under the payment provisions of this Agreement for services, work and/or supplies, rendered and/or supplied before the effective date of termination. This Agreement may be terminated without notice, by the Commission, upon the cessation of funding of the state, local or federal program, which funds this Agreement.
10. **Status of Contractor.** This Agreement calls for the performance of the services, work and/or supplying goods and/or materials by the Contractor as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

11. Conflict of Interest. For the duration of this Agreement, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, or place the Contractor in positions adverse, hostile or incompatible with the interests of the Commission, the Housing Authority, or the City of San Diego.

12. Contractor's Liability. Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee's choosing, at Indemnitee's sole cost and expense, the Commission, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, members, council members and agents of each public agency (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnitee") from and against any and all damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (Contractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Contractor, all obligations of this Agreement, or out of the operations conducted by Contractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee.

13. Subcontracting/Assignability. No services or work covered by this Agreement may be subcontracted, nor may any interest in this Agreement be assigned or transferred (whether by assignment or novation) without the prior written approval of the Commission.

14. Insurance. Contractor shall maintain all insurance required by State and Federal law, including, but not limited to, Worker's Compensation, public liability and property damage insurance, and automobile liability insurance as referenced in Section 106, hereof. The Commission, the Authority, and the City shall be named as certificate holders on all insurance policies and shall be named as additional insured on all general liability and automobile policies. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty (30) days advance written notice to the Commission, the Authority, and the City. Coverage shall remain in full force and effect during the entire term of the policy and for such term thereafter as the Commission shall determine. For any claims arising out of or in connection with Contractor's performance under this Agreement, the insurance required to be purchased and maintained by the Contractor shall be primary and non-contributory to any insurance carried by the Commission, the Authority and/or the City. All insurance required to be purchased and maintained by the Contractor shall be endorsed with a waiver of subrogation. Contractor's insurers, in their endorsements, agree to waive all rights of subrogation against the Commission, the Authority, the City, and their employees and agents for losses paid by Contractor's insurers that arise out of or in connection with Contractor's performance under this Agreement.

15. Agreement Governed by Law of State of California. This Agreement and its performance and all suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of California and the United States of America.

16. Interest of Member of Congress. No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

17. Interest of Current or Former Members, Officers, Employees. No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement by the Commission.

18. Drug-free Workplace. Contractor shall certify to the Commission that it will provide a drug-free workplace and will comply with all State and Federal requirements pertaining to maintenance of a drug-free workplace.

19. Section 3 Agreement Clauses (if Agreement funded with Federal funds and as applicable).

The parties to this Agreement agree to comply and effectuate the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), implemented at 24 C.F.R. Part 75. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which Federal assistance is spent. Consistent with existing federal, state and local laws and regulations, Contractor shall ensure that training and employment opportunities generated by HUD financial assistance or arising in connection with housing rehabilitation, housing construction, or other public construction projects are provided to Section 3 Workers, and provided in the order of priority set forth at 24 C.F.R. Part 75.9 and Part 75.19.

20. Assistance to Small and Other Business. Consistent with Presidential Executive Orders 11625, 12138, and 12432, Commission requires Contractor to take positive steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals and firms located in or owned in substantial part by persons residing in the area of the Commission and/or labor surplus areas are used whenever possible, if the subcontracting of services or work covered by this Agreement is anticipated and approved by Commission. Such efforts shall include, but shall not be limited to: (i) including such firms, when qualified, on solicitation mailing lists; (ii) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (iii) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; (iv) establishing delivery schedules, where the requirement permits, which encourages participation by such firms; and (v) using the services and assistance of the Small Business Commerce.

(a) A small business is defined as a business that is independently owned, not dominant in its field of operation and not an affiliate or subsidiary of a business dominant in its field of operation.

(b) A minority-owned business is defined as a business which is at least 51% owned by one or more minority groups; or in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operation are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

(c) A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

(d) A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

21. Lobbying Provisions. Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the Agreement, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative contract;

(b) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative contract, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions;

(c) Contractor will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative contracts concerning the

subject matter of this Agreement; and

(d) Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

22. Entire Agreement. This Agreement represents the sole and entire Agreement between the Commission and Contractor and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

23. Attorneys' Fees and Costs. The prevailing party in litigation for the breach and/or interpretation and/or enforcement of the terms of this Agreement shall be entitled to their expert witness fees, if any, as part of their costs of suit, and reasonable attorneys' fees as may be awarded by the court, pursuant to California Code of Civil Procedure ("C.C.P.") Sections 1717, 1032, 1033 and 1033.5 and any other applicable provisions of California law, including, without limitation, the provisions of C.C.P. Section 998.

24. Disputes. Provided that any source of funds for this Agreement is obtained from Federal sources, then this Agreement shall be subject to the Contract Disputes Act of 1978, as amended, (41 USC 601-613), and except as expressly otherwise provided in the Act, all disputes arising under or relating to this Agreement shall be resolved under the terms of this clause by litigation in State Court. If this Agreement is solely funded from Non-Federal funds, then all disputes shall be resolved by litigation in San Diego County Superior Court, Downtown Branch, after first attempting resolution of the dispute through non-binding mediation.

25. Labor Provisions. It is the responsibility of the Contractor and the Contractor shall be fully aware of and shall comply with each and every requirement of State, Federal and Local law concerning the provision of labor concerning this Agreement, including but not limited to, the payment of applicable wage rates, if any.

If checked, additional state prevailing wage terms are contained in Attachment 104.

If checked, additional federal prevailing wage terms are contained in Attachment 104.

26. Notices. Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses stated on page 1.

27. Non-Disclosure. The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as authorized by the Commission.

28. Correction of Work. The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

29. Audit Requirements. Where this Agreement is funded by federal funding, 24 CFR 84.26 requires that nonprofit institutions and institutions of higher education shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." All entities other than non-profit institutions shall be subject to the audit requirements of HUD or the prime recipient as incorporated into the award document.

Where this Agreement is funded by non-federal funds, Contractor shall be subject to audit requirements as

set forth in the award document, if it exists. Otherwise Contractor shall adhere to those requirements as set forth in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133.

30. Contractor Evaluation Program.

An essential component of public works contract administration is the regular evaluation and documentation of contractor performance. During the course of the Agreement, the Commission shall conduct performance evaluations to document the Contractor's record of meeting the various terms of the Agreement. Commission shall proactively monitor and manage the performance of the Contractor during the term of the Agreement, and shall create an objective record of performance that can and may be utilized when evaluating the Contractor as a responsible bidder for future bid and proposal submissions, contract extension or renewal consideration, or termination of the contract due to unsatisfactory performance. Contractor Evaluation program and appeal procedures are located on the Commission website at www.sdhc.org and are included by reference as a provision of this Agreement.

ATTACHMENT 101

SPECIFICATIONS/ SCOPE OF WORK

Section 101. Description of Work (Continued from Page 1):

This continuation of the description of work is expressly incorporated into the Agreement and is a continuation of the provisions set forth in Page 1 of this Agreement.

A. General Information

Contractor shall provide security services to all areas within and outside of 1865 Hotel Circle San Diego, CA 92108 building. Services shall be performed during the following times:

1. August 1, 2021 - December 31, 2021

One Security Guard during Business Hours (8 Hours)
M-F Two Security Guards after Hours (16 Hours) M-F
Two Security Guards 24/7 Saturday and Sunday

2. January 1, 2022- June 30, 2022

One Security Guard 24/7 Monday- Sunday

B. Protective Services Specifications

I. Type of Service

a. The type of service may fluctuate based on the property's needs. The Commission reserves the right to specify and/or modify the type of service.

II. Hours of Service.

a. The hours of service may fluctuate based on the property's needs. The Commission reserves the right to specify and/or modify these hours.

b. 24 hour coverage will be required on the following Commission holidays:

1. New Year's Day
2. Martin Luther King Day
3. Washington's Birthday (Presidents' Day)
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day (July 4th)

7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Friday following Thanksgiving Day
11. Christmas Day

c. Personnel.

a. Contractor must identify the organizational team the company would propose for the support of these services and the supervision of the individuals assigned to this building. Contractor shall retain key security personnel through incentive programs, compensation programs or other company processes or procedures which will ensure security personnel assigned to the Commission will provide stable and consistent levels of service.

b. Security personnel will be unarmed and must have the ability to resolve emergency situations including threats, violence, or potential for such activity. In addition to being fully experienced and capable of providing protective services, Security Officers assigned to this building must possess effective customer relation skills, appropriate interpersonal skills in working with a culturally diverse population, and excellent written and verbal communication skills. Knowledge of basic public reception services and business conduct principles for this assignment are required.

c. The Contractor will provide Security Officers in official uniforms inclusive of pants, shirt(s) with patches, optional baseball cap and jacket with the identification of the Contractor and the Security Officer on the shirt and jacket pocket.

d. Security Officers shall be trained and certified in the use of CPR and First Aid. Current certifications shall be provided to the Commission before the Security Officer begins their assignment at the property.

e. The Contractor must provide documentation of the security personnel proposed for service no later than 10 days prior to their placement at the property. The Commission has the unilateral right to require Contractor to remove and replace security personnel immediately from the property. Contractor must replace security personnel within 24 hours when required to do so.

f. If a Security Supervisor or Security Officer does not show up the Contractor shall provide immediate coverage of the shift.

g. Security personnel must be registered with the Bureau of Security and Investigation Services. In addition, Security personnel must possess a California Guard Card, Powers of Arrest and Blood Borne Pathogens Certificate.

h. Contractor shall provide Commission with current copy of a valid U.S. Federal

or U.S. State government-issued photo identification for all personnel prior to their placement for work at the property.

i. Contractor shall provide on-going security service training to the assigned Security Officers at least semi-annually. Topics for training shall cover, but shall not be limited to: conflict-resolution, mediating disputes without contact, emergency procedures, crowd control, report writing, customer service and relations and other topics which enable security personnel to better perform their duties.

j. Contractor must comply with immigration requirements related to the right to work in the United States.

k. Contractor shall provide a step-by-step transition and training plan to be reviewed and approved by the Commission.

IV. Duties

a. The Contractor will perform basic security duties that will add to the physical safety of the residents, property, vendors, and Commission staff.

b. The Contractor shall provide monthly reports regarding incidents in the building and surrounding neighborhoods to the Commission's representatives.

c. The Contractor shall provide daily logs, activity, and incident reports to the Commission's representatives.

d. The duties outlined herein are not all-inclusive and may be modified based on the needs of the Commission. Any modifications will be made in writing via amendment to this Agreement.

e. The assigned security personnel will be required to adhere to post orders that will be prepared for the position by the Contractor and approved by the Commission.

f. Prior to assuming each shift, the Security Supervisor/Officers shall:

- i. Check-in with the property manager, assistant property manager, or representative from the contracted supportive services provider at the beginning of each shift and report any over-night activity or building issues.
- ii. Send to the Commission representative the Daily Activity Report ("DAR") and Site Activity Report ("SAR").
- iii. Review all reports daily for accuracy and completeness. The

Security Supervisor shall be available to answer questions regarding information in any report and to respond to inquiries within 24 hours.

- iv. Investigate any complaints by Commission staff and responded in writing to the Commission's designated representative within 72 hours.
- v. Obtain a verbal briefing from the departing shift.
- g. During a shift, Security Supervisor/Officers shall generally accomplish the following:
 - i. Respond appropriately to emergencies and calls for assistance.
 - ii. Respond immediately to calls on Contractor-provided cell phone and/or Commission-provided two-way radio, at all times during shift.
 - iii. Respond to all reported safety and security violations.
 - iv. Provide security stand-by to Commission staff as needed or requested by the Commission representative.
 - v. Provide intercession to quell disturbances as observed.
 - vi. Shall ensure visitors check in and check out.
 - vii. Ensure that all trespassers are identified as such and escort them from the property.
 - viii. Ensure that the exterior is free of sleeping or loitering against the building.
 - ix. Observe, investigate, and report suspicious and/or hazardous conditions to the appropriate law enforcement agency and the Commission, property manager and supportive services provider.
 - x. Perform monitoring of building security cameras.
 - xi. Perform all prescribed regular and random patrols. Patrols shall cover the entire interior and exterior of the building no less than 2 times. Patrols shall include a lock check on all doors that are required to be locked. Patrols shall also include a check of the stairwells.

- xii. Coordinate, dispatch and assist law enforcement officers and emergency services personnel.
- xiii. Prepare, clear, and complete verbal and written reports of all accidents, injuries and other incidents, and provide these immediately to the Security Supervisor and property manager and/or supportive services provider. Maintain proper logs of all reports.
- xiv. Comply with all Federal, State and local laws, statutes and regulations relative to the provision of security services, and all Public Health requirements as set forth in Exhibit A in addition to including the Commission's rules and regulations.

ATTACHMENT 102

ADDITIONAL TERM OF CONTRACT

Section 102. Time For Performance. (Continued from Page 1):

The Commission may, at its election, extend this Agreement's term for Four (4) additional one (1) year terms, by giving written notice of the election to extend the Agreement to the Contractor, in accordance with the provisions set forth in Section 102. The compensation to be paid the Contractor during the extended term, if any, shall be compensation set during the base year of the Agreement. Nothing contained in this Section 102 shall require the Commission to exercise any or all of the options to extend the term of the Agreement. The options exist in favor of the Commission, at its sole option. All other terms and conditions of the Agreement during the option period(s) shall be as set forth in the Agreement and shall be unamended by the exercise of any option granted herein. The options granted herein are in addition to the ninety (90) day option to extend set forth in Section 102 on Page 1.

This continuation of the time for performance provision is in addition to the provisions set forth in Page 1 of this Agreement and is expressly incorporated into the Agreement.

Attachment 103

Additional Compensation Terms

			Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total	Guards cannot exceed an 8 Hour Shift		
Number of Weekdays			22	22	21	21	22	108			
Number of Week End Days/Holidays			9	8	10	9	9	45			
Total Days			31	30	31	30	31	153	July 1 st – December 31 st • One security guard during business hours M-F • Two security guards after hours M-F • Two security guards 24/7 Saturday and Sunday		
	Daily Rate Per Guard	# of Guards									
Security Vendor - Business Hours M-F	\$ 196.00	1	\$ 4,312.00	\$ 4,312.00	\$ 4,116.00	\$ 4,116.00	\$ 4,312.00	\$ 21,168.00	Business Hourly Rate:	\$ 24.50	
Security Vendor - After Hours M-F	\$ 196.00	2	\$ 8,624.00	\$ 8,624.00	\$ 8,232.00	\$ 8,232.00	\$ 8,624.00	\$ 42,336.00	After Hourly Rate:	\$ 24.50	
Security Vendor - Weekend Sat-Sun	\$ 196.00	2	\$ 3,528.00	\$ 3,136.00	\$ 3,920.00	\$ 3,528.00	\$ 3,528.00	\$ 17,640.00	Weekend Rate:	\$ 24.50	
			\$16,464.00	\$16,072.00	\$16,268.00	\$15,876.00	\$16,464.00	\$81,144.00			
			Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Total		
Number of Weekdays			21	19	23	21	21	22	127		
Number of Week End Days/Holidays			10	9	8	9	10	8	54		
Total Days			31	28	31	30	31	30	181	January 1 st 2022 – June 30 th 2022 • One security guard 24/7 Monday thru Sunday	
	Daily Rate Per Guard	# of Guards									
Security Vendor - Business Hours M-F	\$ 199.60	1	\$ 4,191.60	\$ 3,792.40	\$ 4,590.80	\$ 4,191.60	\$ 4,191.60	\$ 4,391.20	\$ 25,349.20	Business Hourly Rate:	\$ 24.95
Security Vendor - After Hours M-F	\$ 199.60	1	\$ 4,191.60	\$ 3,792.40	\$ 4,590.80	\$ 4,191.60	\$ 4,191.60	\$ 4,391.20	\$ 25,349.20	After Hourly Rate:	\$ 24.95
Security Vendor - Weekend Sat-Sun	\$ 199.60	1	\$ 1,996.00	\$ 1,796.40	\$ 1,596.80	\$ 1,796.40	\$ 1,996.00	\$ 1,596.80	\$ 10,778.40	Weekend Rate:	\$ 24.95
			\$10,379.20	\$ 9,381.20	\$10,778.40	\$10,179.60	\$10,379.20	\$10,379.20	\$61,476.80		
									Total (July 1- June 30, 2022)	\$ 142,620.80	

All rates are fully burdened and include all taxes and fees.

Compensation shall not exceed the total as expressed in Section 103 of this Agreement.

Exhibit A

NOTICE AND ACKNOWLEDGEMENT REGARDING OPERATIONS DURING CORONAVIRUS PANDEMIC

The San Diego Housing Commission (“Commission”) hereby notifies the Contractor that the Commission is taking all reasonably necessary and legally mandated precautions to safeguard the health, welfare and safety of each and every person on Commission and/or SDHC Limited Liability properties.

The Commission requests that in the performance of work under the Agreement, the Contractor takes all necessary precautions to comply with guidance and requirements mandated by local, state and federal law as frequently updated, including, but not limited to, practicing social distancing. Commission would also like to strongly recommend the Contractor follow all applicable guidance including, but not limited to, that from California Department of Public Health, U.S. Center for Disease Control, Cal/OSHA, and Federal OSHA related to keeping Contractor’s employees safe for the duration of the pandemic.

Nothing herein shall modify, amend, or otherwise alter terms and conditions set forth in the Agreement between the parties as to indemnity or liability due to performance of work as set forth in the Agreement. Contractor hereby acknowledges receipt of this Coronavirus Pandemic Notice issued by the Commission. Further, by the execution of this form, Contractor represents to the Commission that it understands and will take the required actions, as required by applicable law.

DocuSigned by:

Joe Faltas

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Contractor

7/29/2021

Date

**FIRST AMENDMENT TO
AGREEMENT FOR
SECURITY SERVICES
WITH
INVICTA SECURITY CA CORPORATION (Previously ALL STATE SECURITY SERVICES,
INC.)
AGREEMENT NO. HC-22-01**

WHEREAS, the San Diego Housing Commission (“Commission”) and All State Security Services, Inc. (“Contractor”) entered into that certain Agreement for Security Services (“Agreement”), dated July 29, 2021, effective August 1, 2021 through June 30, 2022.

WHEREAS, the Commission and Contractor now desire to amend the Agreement to assign all rights, duties and responsibilities under this Agreement to Invicta Security CA Corporation. The Commission in accordance with Article 13 of the General Provisions authorizes assignment of all rights, duties and responsibilities of former contractor All State Security Services to Invicta Security CA Corporation. Invicta Security CA Corporation maintains its principal offices at 7940 Silverton Avenue, Suite 216, San Diego, California 92126 and will also maintain offices at Allstate's current location of 9845 Enna Road, Suite 300, San Diego, California 92131.

NOW THEREFORE, the parties hereby agree as follows:

1. Revision of Contractor Name. All references to Contractor’s name specified in the Agreement as All State Security Services, Inc. is hereby replaced and amended to read as follows:

Invicta Security CA Corporation

2. No Novation. The parties hereto acknowledge and agree that except for the changes set forth herein to exercise the first amendment under the Agreement, all of the terms and provisions of the Agreement are hereby acknowledged by the parties to be valid and are hereby recognized, renewed, extended and continued in full force and effect.

3. Counterparts. This Exercise of First Amendment may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed this 9th
day of November 2021.

Contractor:
Invicta Security CA Corporation
(Previously All State Security Services, Inc.)

DocuSigned by:
By: Joe Faltas
35B79FBB8C5754F4...
Joe Faltas
President
Date: 11/3/2021

Commission:
SAN DIEGO HOUSING COMMISSION, a public agency
By: John Stewart Company, a corporation, its agent under a limited agency agreement

DocuSigned by:
By: Carlos Ortiz
141149CF2A4C3490...
Carlos Ortiz
Vice President – Southern California
Date: 11/9/2021

Approved as to Form:
Christensen & Spath LLP

^{DS}
ECH 11/3/2021

DocuSigned by:
By: Charles B. Christensen
255EBE556CAE4A0...
Charles B. Christensen
General Counsel
San Diego Housing Commission
11/4/2021
Date: _____

**SECOND AMENDMENT TO
AGREEMENT FOR
SECURITY SERVICES
WITH
ALL STATE SECURITY SERVICES, INC.
AGREEMENT NO. HC-22-01**

WHEREAS, the San Diego Housing Commission (“Commission”) and All State Security Services, Inc. (“Contractor”) entered into that certain Agreement for Security Services (“Agreement”), dated July 29, 2021, effective August 1, 2021 through June 30, 2022.

WHEREAS, on November 9, 2021 the Commission executed the First Amendment to the Agreement assigning all rights, duties and responsibilities under this Agreement to Invicta Security CA Corporation.

WHEREAS, the Commission and Contractor desire to amend the Agreement to add additional guard coverage to properly secure the site. The added guard will be reflected in the Specifications/Scope of Work and all of provisions will remain in full effect. The added guard will result in a net increase to the total contract in the amount \$51,097.60 attached hereto as Exhibit 1. The total compensation will be increased to a not-to-exceed amount of \$193,718.40.

NOW THEREFORE, the parties hereby agree as follows:

1. Section 103 Compensation. Section 103 “Compensation” is hereby amended and restated in its entirety as follows:

103. Compensation. The total compensation for all services performed and/or materials and goods supplied pursuant to this Agreement shall not exceed the sum of One Hundred Ninety Three Thousand Seven Hundred Eighteen and 40/100 Dollars (\$193,718.40). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered and goods and materials supplied or expenses accrued under this Agreement in excess of the maximum compensation specified above. Payment shall be made after submission of invoices and within thirty (30) days of submission, if approved by the Commission.

2. Attachment 101 “Specifications/Scope of Work”. Section A “General Information” of Attachment 101 “Specifications/Scope of Work” is hereby amended and restated as follows:

A. General Information

Contractor shall provide security services to all areas within and outside of 1865 Hotel Circle San Diego, CA 92108 building. Services shall be performed during the following times:

1. August 1, 2021 - December 31, 2021

One Security Guard During Business Hours (8 Hours)
Two Security Guards After Hours (16 Hours) Monday through Friday
Two Security Guards 24/7 Saturday and Sunday

2. January 1, 2022- February 21, 2022

One Security Guard 24/7 Monday through Sunday

3. February 22, 2022- June 30, 2022

Two Security Guard 24/7 Monday through Sunday

All other provisions will remain unchanged and in full force and effect.

3. Attachment 103 “Additional Compensation Terms” Contract Attachment No. 103 “Additional Compensation Terms” of the Agreement is hereby amended and replaced in its entirety and is attached hereto as Exhibit 1 and made part hereof.

4. No Novation. The parties hereto acknowledge and agree that except for the changes set forth herein to exercise the second amendment under the Agreement, all of the terms and provisions of the Agreement are hereby acknowledged by the parties to be valid and are hereby recognized, renewed, extended and continued in full force and effect.

5. Counterparts. This Exercise of Second Amendment may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed this _____ day of _____ 2022.

Contractor:

Invict DocuSigned by: Corporation
By: dan quinn
1013D46E65C2415...
Dan Quinn
2/14/2022
Date: _____

Commission:


San Diego Housing Commission
By: Emily Jacobs
73FCC317B0464E3...
Emily Jacobs
Executive Vice President, Real Estate
2/16/2022
Date: _____

By: Suket Dayal
4C3E9D2EACCE4A4...
Suket Dayal
Executive Vice President, Business Administration
2/16/2022
Date: _____

By: Debra Fischle-Faulk
8DC5580F0E2B49B...
Debra Fischle Faulk
Senior Vice President Compliance & Equity Assurance
2/15/2022
Date: _____

By: Emmanuel Arellano
ECTD48F5D93A4E...
Emmanuel Arellano
Vice President Asset Management
2/15/2022
Date: _____

Approved as to Form:
Christensen & Spath LLP

By: Charles B. Christensen
755E8E550CAE440...
Charles B. Christensen
General Counsel
San Diego Housing Commission
Date: 2/14/2022
 DS
ECK 2/14/2022

