



EXECUTIVE SUMMARY

MEETING DATE: January 19, 2024

HCR24-008

SUBJECT: Award of a Contract to Rancho Santa Fe Security Systems, Inc. for Security Camera and Patrol Services

COUNCIL DISTRICT: Citywide

ORIGINATING DEPARTMENT: Real Estate

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

REQUESTED ACTION:

Approve an agreement with Rancho Santa Fe Security Systems, Inc. for security camera and patrol services at eight properties the San Diego Housing Commission owns in the city of San Diego. The contract cost for the initial one-year term is \$268,000, which includes a one-time installation charge of \$16,000, plus a 20% contingency of \$50,400 for a total cost of \$318,400. The total cost for a one-year term with four one-year options to renew is \$1,621,482.67, which includes a 20% contingency each year and a 3% annual increase.

EXECUTIVE SUMMARY OF KEY FACTORS:

- The San Diego Housing Commission (Housing Commission) has a continuing need for additional security services, such as security camera surveillance and security patrol services, at eight affordable rental housing properties the Housing Commission owns at 351 South 33rd St., 5359 Santa Margarita St., 649 Picador Blvd., 180 Calle Primera, 7777 Belden St., 3222 Camulos St., 3919 Mason St., and 2420 44th St.
- The Housing Commission issued a Request for Proposals (RFP) on August 24, 2023, for Security Camera and Patrol Services, seeking well-qualified contractors to provide and meet the security service needs.
- The RFP closed on September 20, 2023. The Housing Commission received five proposals.
- The evaluation committee reviewed, scored and ranked the responses based on the following criteria: qualifications and experience, cost, technical experience/capabilities, and equity and inclusion.
- Rancho Santa Fe Security Systems, Inc. was deemed the highest ranked and responsive bidder.
- The award of the contract with Rancho Santa Fe Security Systems, Inc. is to replace a contract that has ended with no additional renewal options.
- The sources and uses of funds for the security camera and patrol services were included in the Housing Commission's Fiscal Year 2024 budget. Consideration of the proposed Fiscal Year 2025 budget will occur in accordance with the Housing Commission's budgetary process.



REPORT

DATE ISSUED: January 11, 2024

REPORT NO: HCR24-008

ATTENTION: Chair and Members of the San Diego Housing Commission
For the Agenda of January 19, 2024

SUBJECT: Award of a Contract to Rancho Santa Fe Security Systems, Inc. for Security Camera and Patrol Services

COUNCIL DISTRICT: Citywide

Advance notice of San Diego Housing Commission (Housing Commission) hearing of the following matter has been provided to the Housing Authority Members pursuant to the provisions of San Diego Municipal Code Section 98.0301(e)(4)(A)-(B).

REQUESTED ACTION

Approve an agreement with Rancho Santa Fe Security Systems, Inc. for security camera and patrol services at eight properties the San Diego Housing Commission owns in the city of San Diego. The contract cost for the initial one-year term is \$268,000, which includes a one-time installation charge of \$16,000, plus a 20% contingency of \$50,400 for a total cost of \$318,400. The total cost for a one-year term with four one-year options to renew is \$1,621,482.67, which includes a 20% contingency each year and a 3% annual increase.

Contract Term	Contract Amount	Contingency	Total
Year 1 (February 1, 2024 – January 31, 2025)	\$268,000.00	\$50,400.00	\$318,400.00
1 st Option (February 1, 2025 – January 31, 2026)	\$259,560.00	\$51,912.00	\$311,472.00
2 nd Option (February 1, 2026 – January 31, 2027)	\$267,346.80	\$53,469.36	\$320,816.16
3 rd Option (February 1, 2027 – January 31, 2028)	\$275,367.20	\$55,073.44	\$330,440.64
4 th Option (February 1, 2028 – January 31, 2029)	\$283,628.22	\$56,725.64	\$340,353.86
Total Contract Cost	\$1,353,902.22		\$1,621,482.67

STAFF RECOMMENDATION

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

- 1) Authorize the Housing Commission to enter into an agreement with Rancho Santa Fe Security Systems, Inc. to provide security camera and patrol services at eight properties the Housing Commission owns in the city of San Diego for a one-year term from February 1, 2024, through January 31, 2025, with four one-year options to renew and with a contract contingency amount

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equal to 20% of the contract amount per year. The total not-to-exceed contract amount in the first year will be \$318,400 (\$268,000.00 plus the 20% contingency of \$50,400.00). A 3% increase in the contract amount would apply for each renewal option year the Housing Commission chooses to exercise, as shown below:

Contract Term	Funding Amount	Contingency	Total
Year 1 (February 1, 2024 – January 31, 2025)	\$268,000.00	\$50,400.00	\$318,400.00
1 st Option (February 1, 2025 – January 31, 2026)	\$259,560.00	\$51,912.00	\$311,472.00
2 nd Option (February 1, 2026 – January 31, 2027)	\$267,346.80	\$53,469.36	\$320,816.16
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4 th Option (February 1, 2028 – January 31, 2029)	\$283,628.22	\$56,725.64	\$340,353.86
Total Contract Cost	\$1,353,902.22		\$1,621,482.67

- 2) Authorize the Housing Commission’s 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 additional security services, such as security camera surveillance and security patrol services, at eight affordable rental housing properties the Housing Commission owns at 351 South 33rd St., 5359 Santa Margarita St., 649 Picador Blvd., 180 Calle Primera, 7777 Belden St., 3222 Camulos St., 3919 Mason St., and 2420 44th St. To effectively and efficiently meet this need, the Housing Commission issued a Request for Proposals (RFP) on August 24, 2023, for Security Camera and Patrol Services, seeking well-qualified contractors to provide and meet the security service needs. The RFP was posted and made available for download on the PlanetBids website through the Housing Commission’s portal, notifying 129 registered security companies. Fifty plan holders downloaded the RFP.

The RFP closed on September 20, 2023. The Housing Commission received five proposals. Proposals were submitted by American Global Security, JDS Security, Public Protective Services, Rancho Santa Fe Security Systems, Inc., and Servexo. A responsiveness review was conducted on all proposals received. An evaluation committee then evaluated, scored and ranked the bids that passed the responsiveness review. Below are the final evaluation results of the RFP:

Company Name	Ranking
Rancho Santa Fe Security Systems, Inc.	1
Public Protective Services	2
American Global Security	3
JDS Security	4
Servexo	Non-Responsive

The evaluation committee reviewed, scored and ranked the responses based on the following criteria: qualifications and experience, cost, technical experience/capabilities, and equity and inclusion. Rancho Santa Fe Security Systems, Inc. was deemed the highest ranked and responsive bidder. Housing Commission staff, after careful consideration, recommended the award of the contract for security camera and patrol services to Rancho Santa Fe Security Systems, Inc.

The security camera and patrol services provided by this agreement are vital for the operations and safety of Housing Commission’s residents, property, vendors, and staff.

FISCAL CONSIDERATIONS

The sources and uses of funds for the security camera and patrol services were included in the Housing Commission’s Fiscal Year 2024 budget, which the Housing Commission Board approved on May 12, 2023, and the Housing Authority of the City of San Diego (Housing Authority) approved on June 12, 2023. The award of the contract with Rancho Santa Fe Security Systems, Inc. is to replace a contract that has ended with no additional renewal options. Approval of the sources and uses for this item were included in Fiscal Year 2024 budget approved by the Housing Authority. Consideration of the proposed Fiscal Year 2025 budget will occur in accordance with the Housing Commission’s budgetary process. Housing Commission staff anticipates proposing an allocation of \$722,427.00 for security monitoring and protective services, which includes funding for this contract with Rancho Santa Fe Security Systems, Inc.

EQUAL OPPORTUNITY CONTRACTING AND EQUITY ASSURANCE

Rancho Santa Fe Security Systems, Inc. submitted a workforce report that indicates a diverse workforce. Housing Commission staff has asked Rancho Santa Fe Security Systems, Inc. to provide a Diversity, Equity and Inclusion Policy Statement that demonstrates their commitment to equity assurance.

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.

ENVIRONMENTAL REVIEW

This contract is not a project as defined by the California Environmental Quality Act Section 2106 and State CEQA Guidelines Section 15378(b) (5), as it is an administrative activity of government that will not result in direct or indirect physical changes in the environment. The determination that this activity is not subject to CEQA, pursuant to Section 15060(c)(3), is not appealable and a Notice of Right to Appeal the Environmental Determination (NORA) is not required. Processing under the National Environmental Policy Act is not required as no federal funds are involved in this action.

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Respectfully submitted,

Emmanuel Arellano

Emmanuel Arellano
Vice President of Asset Management
Real Estate Division

Approved by,

Jeff Davis

Jeff Davis
Deputy Chief Executive Officer
San Diego Housing Commission

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 CAMERA AND PATROL SERVICES
WITH
RANCHO SANTA FE SECURITY SYSTEMS, INC.

(\$250,000 or Less and Other than Construction or Development)

Contract No. PM-24-10

This Agreement, dated for reference this ___ day of _____ 2024, is entered into between the San Diego Housing Commission and each of its affiliated liability companies selected below (the “SDHC LLCs,” and collectively with the San Diego Housing Commission, the “Commission”), on the one hand, and Rancho Santa Fe Security Systems, Inc. (“Contractor”), on the other hand.

- Belden SDHC FNMA LLC, a California limited liability company
- Central SDHC FHA LLC, a California limited liability company
- Central SDHC FNMA LLC, a California limited liability company
- Northern SDHC FHA LLC, a California limited liability company
- Northern SDHC FNMA LLC, a California limited liability company
- Southern SDHC FHA LLC, a California limited liability company

The Commission and Contractor have the following addresses and telephone numbers:

The Commission:

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

Contractor:

RANCHO SANTA FE SECURITY SYSTEMS
, INC.
1991 Village Park Way, Suite 100
Encinitas, California 92024
Tel.: 800-303-8877

This Agreement is made in accordance with the following terms and conditions:

101. **Definitions.** When capitalized, the terms used in this Agreement shall have the meanings ascribed thereto by the “Schedule of Definitions,” attached hereto as Attachment A and incorporated herein by reference, and as otherwise defined by this Agreement, unless the context clearly requires otherwise.

102. **Description of Work.** Contractor shall provide services, supplies, and/or materials to the Commission as specified in the Scope of Work.

103. **Term of Agreement.** The term of this Agreement shall be February 1, 2024, through January 31, 2025 (the “Initial Term”), as extended pursuant to this Agreement from time to time.

(a) **Extensions.** Provided that Contractor is not in default under the terms of this Agreement, the Commission may extend the term for one or more periods (each such period, an “Extension

Period”) totaling no more than ninety (90) days, in a writing signed by the CEO and delivered to Contractor. No single Extension Period shall be less than seven (7) days. The Commission may not extend the term for an Extension Period earlier than sixty (60) days before nor later than eighty-three (83) days after the then-applicable expiration date of the term.

The Commission shall compensate Contractor during such Extension Period on a *pro rata* basis in accordance with Section 104 as in effect on the date of extension of the term in accordance with this Subsection.

(b) Options. The Commission may also extend the term for Four (4) additional one (1)-year periods (each such one-year period, an “Option Period”) by giving written notice thereof to Contractor prior to the expiration of the then-current term of this Agreement or pursuant to a written agreement between the Commission and Contractor.

(c) Additional Terms. Nothing in this Section shall require the Commission to extend the term of this Agreement. The options to extend the term granted in this Section exist in favor of and for the sole benefit of the Commission and may be exercised in the Commission’s sole and exclusive discretion. During any Extension Period or Option Period, all terms and conditions of the Agreement shall remain in full force and effect except as otherwise specified in this Section or any subsequently executed agreement between the Parties.

104. **Compensation**. The Commission shall compensate Contractor for all services performed and/or supplies and materials supplied pursuant to this Agreement in accordance with the Compensation Terms.

(a) Maximum Compensation. Notwithstanding anything in this Section or elsewhere in this Agreement to the contrary, Contractor acknowledges and understands that the Commission shall be under no obligation to compensate or reimburse Contractor for any amounts incurred in excess of Two Hundred Sixty-Eight Thousand and No/100 Dollars (\$268,000.00) (“Maximum Compensation”) during the Initial Term, or during any Option Period, unless the Compensation Terms provide for greater compensation or reimbursement during such Option Period. Further, Contractor acknowledges and understands that it shall bear the sole responsibility for monitoring its expenditures and ensuring that any amounts incurred pursuant to this Agreement do not exceed the Maximum Compensation. In the event Contractor incurs amounts in excess of the Maximum Compensation, Contractor shall bear sole liability for such amounts.

(b) Method of Payment. Except as may otherwise be provided by the Compensation Terms, the Commission will endeavor to pay any invoice within thirty (30) days of submission of such invoice, subject to the approval of all amounts therein by the Commission. At a minimum, each invoice shall (i) reference the Contract Number; (ii) reference any associated purchase order numbers; (iii) describe each service performed and/or supply or material supplied in detail and in accordance with the Scope of Work; (iv) specify the amount charged for each such service, supply, or material; (v) be accompanied by a certification (on or attached to the invoice) that the payment requested is for work performed in accordance with this Agreement; and (vi) include such other information or certifications as the Commission may specify in writing from time to time. The Commission, in its sole discretion, may elect not to pay any invoice that fails to comply with the requirements of this Subsection.

105. **Insurance Requirements.** Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, the single-limit insurance policies checked below in at least the minimum amounts specified below. Contractor must initial next to all checked boxes.

<input checked="" type="checkbox"/>	General Liability		<input checked="" type="checkbox"/>	Workers Compensation	
	\$1,000,000.00			\$1,000,000.00	
<input checked="" type="checkbox"/>	Automobile Liability	_____	<input type="checkbox"/>	Errors and Omissions / Professional Liability	_____
	\$500,000.00			\$1,000,000.00	
<input type="checkbox"/>	Other:	_____			_____
	\$	_____			

The Commission (including each of the SDHC LLCs), the Authority, and the City shall be named as certificate holders on all insurance policies required by this Section, and, except as to workers' compensation or professional liability policies, shall be named as additional insureds on such insurance policies. Each policy shall provide that it may not be canceled, amended, terminated, or otherwise modified except upon thirty (30) days advance written notice to the Commission, the Authority, and the City. Each policy shall be endorsed with a waiver of subrogation whereby each of Contractor's insurers shall waive all rights of subrogation against the Commission (including each of the SDHC LLCs), the Authority, and the City, and each of their respective elected or appointed commissioners, officers, members, council members, employees, or agents for losses paid by Contractor's insurers that arise out of or relate to Contractor's performance under this Agreement. Coverage shall remain in full force and effect during the entire term of the Agreement, as extended from time to time, and for such term thereafter as the Commission may reasonably specify. For any covered claims arising out of or in connection with Contractor's performance under this Agreement, the insurance required by this Section shall be primary and non-contributory to any insurance carried by the Commission (including each of the SDHC LLCs), the Authority, or the City.

106. **Necessary Approvals.**

(a) In the event that the initial amount of this Agreement exceeds, or an amendment increases the amount of this Agreement to an amount that exceeds, Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), this Agreement must be approved by the Board of Commissioners of the Commission in order to be binding upon any of the Commission Parties. In no event shall the Commission Parties be bound by this Agreement unless and until such approval, if required, is obtained. Upon Contractor's written request, the Commission shall provide evidence of such approval, if required.

(b) In the event that the initial amount of this Agreement exceeds, or an amendment increases the total amount of this Agreement to an amount that exceeds, Five Hundred Thousand and No/100 Dollars (\$500,000.00), approval of this Agreement by the Authority may be necessary in accordance with Applicable Law. In no event shall the Commission be bound by this Agreement unless and until such approval, if required, is obtained. Upon Contractor's written request, the Commission shall provide evidence of such approval, if required.

107. **Agreement Documents.** In addition to this instrument, this Agreement includes the Schedule of Definitions, the General Conditions, the Scope of Work, the Compensation Terms,

the Prevailing Wage Attachment, [and] the COVID-19 Protocols and Acknowledgment, all of which are incorporated herein by this reference, except as to the Prevailing Wage Attachment, which shall only be incorporated in accordance with Section 17 of the General Conditions.

108. **Counterparts; Electronic Execution.** This Agreement may be executed in one or more counterparts and, when and as so executed, all such counterparts taken together shall constitute one and the same agreement. This Agreement may be executed using any “electronic signature” in accordance with California Civil Code section 1633.2.

[Signature Page Follows]

Signature Page to Security Camera and Patrol Services with Rancho Santa Fe Security Systems, Inc. (Contract No. PM-24-10):

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written, effective as specified in Section 103.

Contractor:

Rancho Santa Fe Security Systems, Inc.
CSLB# 427169

By: _____
Name: Jon Boever
Title: General Manager

Date: _____

Commission:

San Diego Housing Commission

By: _____
Name: Jeff Davis
Title: Deputy Chief Executive Officer

Date: _____

By: _____
Name: Emily Jacobs
Title: Executive Vice President, Real Estate

Date: _____

By: _____
Name: Emmanuel Arellano
Title: Vice President, Asset Management

Date: _____

By: _____
Name: Suket Dayal
Title: Executive Vice President, Business Administration & Chief Financial Officer

Date: _____

Belden SDHC FNMA LLC

A California Limited Liability Company

By: San Diego Housing Commission,
a public agency
Its: Sole Member

By: _____
Lisa Jones
President & Chief Executive Officer

Date: _____

Central SDHC FHA LLC

A California Limited Liability Company

By: San Diego Housing Commission,

a public agency
Its: Sole Member

By: _____
Lisa Jones
President & Chief Executive Officer

Date: _____

Southern SDHC FHA LLC
A California Limited Liability Company

By: San Diego Housing Commission,
a public agency
Its: Sole Member

By: _____
Lisa Jones
President & Chief Executive Officer

Date: _____

Approved as to Form:

Christensen & Spath LLP

By: _____
Name: Charles B. Christensen
Title: General Counsel, San Diego Housing Commission

Date: _____

Attachment A

Schedule of Definitions

1. “Agreement” means the main instrument to which this Attachment A is attached and all exhibits or attachments thereto to the extent the same have been incorporated and as the same may be amended from time to time.
2. “Applicable Law” means all applicable federal, state, and local constitutions, treaties, laws, statutes, ordinances, regulations, rules, orders, decrees, permits, resolutions, requirements, and policies of the United States of America, the State of California, the City, the Commission, or any other governmental authority of competent jurisdiction, as the same may be amended or superseded from time to time.
3. “Authority” means the Housing Authority of the City of San Diego.
4. “CEO” means the Chief Executive Officer of the Commission or the CEO’s lawful designee.
5. “City” means the City of San Diego.
6. “Claims” means 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 (including Contractor’s employees, agents, and subcontractors) and damage to real or personal property, or any other losses, damages, or expenses.
7. “Commission” means the San Diego Housing Commission and each of the SDHC LLCs, or any of them, as the context may require. When this Agreement specifies an action to be taken or withheld by the Commission, “Commission” shall include the Commission’s authorized officers, employees, and agents.
8. “Compensation Terms” means the terms and conditions specified in Attachment D to the Agreement.
9. “Conflict” means circumstances, known to Contractor, that would interfere with Contractor’s performance of the terms of this Agreement or place a Commission Party and a prospective client of Contractor in adverse, hostile, or incompatible positions wherein the interests of the Commission Parties, the Authority, or the City may be jeopardized.
10. “Contract Number” means the number specified next to the phrase “Contract No.” at the beginning of this Agreement.
11. “Contractor” means the Party, other than the Commission Parties, identified on the first page of the Agreement, and, unless the context requires otherwise, such Party’s officers, directors, members, managers, partners, limited partners, employees, agents, and subcontractors.
12. “COVID-19 Protocols and Acknowledgment” means the terms and conditions specified in Attachment F to the Agreement.
13. “Extension Period” shall have the meaning ascribed thereto by Section 103(a).
14. “General Conditions” means the terms and conditions specified in Attachment B to the Agreement.
15. “HUD” means the United States Department of Housing and Urban Development and any successor agency thereto.

16. “Indemnitee” the Commission (including each SDHC LLC), the Authority, the City, or any commissioner, officer, employee, member, council member, or agent thereof.
17. “Inspecting Agency” means the Commission and any of its duly authorized representatives.
18. “Initial Term” shall have the meaning ascribed thereto by Section 103.
19. “Maximum Compensation” shall have the meaning ascribed thereto be Section 104.
20. “Option Period” shall have the meaning ascribed thereto by Section 103(b).
21. “Parties” means the Commission (including each SDHC LLC) and Contractor, collectively, and “Party” means either of the Parties, individually.
22. “Prevailing Wage Attachment” means the terms and conditions specified in Attachment E to the Agreement.
23. “Project Records” means all administrative and financial records required to be prepared or gathered by Contractor pursuant to this Agreement, including, but not limited to, all books, papers, invoices, receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product, and any other documents, data, and records pertaining to this Agreement.
24. “SDHC LLCs” has the meaning ascribed thereto at the beginning of this Agreement. means the Commission’s affiliated limited liability companies selected at the beginning of this Agreement, collectively, and “SDHC LLC” means any one of the SDHC LLCs, individually. When this Agreement specifies an action to be taken or withheld by an SDHC LLC, “SDHC LLC” shall include such SDHC LLC’s authorized officers, employees, and agents.
25. “Schedule of Definitions” shall have the meaning ascribed thereto by Section 101.
26. “Scope of Work” means the terms and conditions specified in Attachment C to the Agreement.

Attachment B
General Conditions

1. **Status of Contractor.** Contractor acknowledges that Contractor is an independent contractor and is not an agent or employee of the Commission Parties, the Authority, the City, HUD, or any other governmental authority.

(a) Any term of this Agreement that could be construed to give the Commission Parties a right to direct Contractor concerning the details of performing its obligations and duties hereunder or to exercise any control over such performance shall be construed to pertain only to the Commission Parties' direction concerning the expected results of performance under this Agreement.

(b) Contractor shall have no authority to bind the Commission Parties in any manner or to incur any obligation, debt, or liability of any kind, on behalf of or against the Commission Parties, whether by contract or otherwise, unless such authority is expressly granted pursuant to this Agreement or in a writing signed by the Commission Parties.

2. **Designated Representative.** Contractor shall designate a representative with the authority to bind Contractor with respect to decisions to be made pursuant to this Agreement. Contractor may designate a new representative effective upon ten (10) days after delivery of written notice to the Commission.

3. **Ownership of Materials and Documents.** Any and all sketches, drawings, and other materials or documents prepared by Contractor pursuant to or in connection with this Agreement shall be the property of the Commission from the moment of their preparation, and Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. Contractor shall have the right to make duplicate copies of such materials and documents for its own file or for other purposes not otherwise prohibited by this Agreement.

4. **Non-disclosure.** The designs, plans, reports, investigations, materials, and documents prepared or acquired by Contractor pursuant to this Agreement (including any duplicate or electronic copies however and wherever stored) shall not be disclosed to any third party, except as previously authorized by the Commission in writing. Furthermore, Contractor shall not disclose to any third party any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as previously authorized by the Commission in writing. Contractor shall hold all information subject to this Section in confidence and shall use reasonable care to prevent the unauthorized disclosure of such information. If requested by the Commission, Contractor shall negotiate the terms of and enter into a formal non-disclosure agreement with the Commission in form and substance reasonably satisfactory to the Commission.

(a) **Exception.** Nothing in this Section shall apply to the disclosure of any information that that Contractor can demonstrate:

(i) was publicly known, or otherwise known to Contractor, at the time the information was first provided to Contractor by a Commission Party;

(ii) subsequently becomes publicly known through no act or omission of Contractor;

(iii) becomes known to Contractor from a third party, provided Contractor has not induced such disclosure in violation of law or in breach of any agreement of such third

party with one or more of the Commission Parties if such agreement was known to Contractor or should have been known to Contractor through the exercise of due diligence;

(iv) is considered a public record pursuant to the California Public Records Act, codified at California Government Code sections 7920.000 et seq.; or

(v) is required to be disclosed pursuant to Applicable Law, provided that Contractor gives written notice of such requirement to the Commission prior to such disclosure, if permitted by Applicable Law, in which case such notice shall be reasonably calculated to provide the Commission Parties sufficient time and information to seek a protective order or other appropriate legal protection against disclosure prior thereto.

5. **Contractor's Indemnification Liability.** Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of Indemnitees' choosing, at Contractor's sole cost and expense, Indemnitees from and against any and all Claims arising directly or indirectly out of the acts or omissions of Contractor (irrespective of culpability), all obligations of this Agreement, or out of the operations conducted by Contractor pursuant to this Agreement, including, but not limited to, those in part due to the negligence of any of Indemnitees, except as to liabilities, claims, judgments or demands arising through the sole negligence or more culpable act or omission of any Indemnitee.

6. **Correction of Work.** Performance of the terms of this Agreement shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the Commission, provided such work is due to the acts or omissions of Contractor and has not been accepted in writing by an authorized representative of the Commission.

7. **Compliance with Laws and Policies.** Contractor shall comply with Applicable Law. In addition, Contractor shall immediately comply with all directives issued by the Commission or the City, or their duly authorized representatives, under authority of any Applicable Law. Failure by Contractor to comply with Applicable Law shall be deemed a material breach of this Agreement and shall be grounds for the Commission to terminate this Agreement immediately upon written notice to Contractor.

8. **California Equal Opportunity Requirements.** During the performance of this Agreement, Contractor agrees as follows:

(a) Contractor and its subcontractors shall comply with the California Fair Employment and Housing Act, Government Code sections 12900 through 12999, shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, and shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

(b) Contractor shall include the language of Subsection (a) above, with appropriate modifications for reference to its subcontractors, in all subcontracts to perform work under this Agreement.

9. **Records.** Contractor shall take reasonable measures to maintain the integrity and accuracy of Project Records and shall comply with the terms of this Section.

(a) **Accounting Records.** In accordance with generally accepted accounting principles maintained on a consistent basis, Contractor shall maintain full and complete records of the cost of services performed pursuant to this Agreement, utilizing internal controls and maintaining appropriate source documentation for all costs incurred.

(b) **Inspection and Photocopying.** At any time during normal business hours and as often as requested, during the term of this Agreement for so long as storage is required pursuant to Subsection (d) below, Contractor shall permit any Inspecting Agency to inspect and photocopy, at Contractor's offices or such other reasonable location requested by any Inspecting Agency, all Project Records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and evaluating Contractor's performance of its obligations and duties under this Agreement. An Inspecting Agency may retain copies of Project Records if the Inspecting Agency deems such retention necessary in its sole discretion.

(c) **Copies of Records.** Upon any request by an Inspecting Party for copies of Project Records, Contractor shall submit exact duplicates of the originals of the requested Project Records to such Inspecting Party for the purposes described in Subsection (b) above.

(d) **Storage.** Contractor shall store all Project Records until the latest of five (5) years after Contractor's final submission of all required reports under this Agreement, five (5) years after all final payments required hereunder are made, or final resolution of all audits, litigation, and similar matters. All Project Records shall be kept at Contractor's regular place of business. After the storage period has expired, Contractor shall provide each Inspecting Agency with thirty (30) calendar days written notice of Contractor's intent to dispose of any Project Records. During such 30-day period, Contractor shall provide any and all Project Records to any Inspecting Agency upon, and Contractor shall refrain from disposing of specified Project Records if requested by any Inspecting Agency.

(e) **Flow Down.** Contractor shall include the terms of this Section, including the terms of this Subsection (e), in each of its subcontracts and shall cause each of its subcontractors to do the same.

10. **Subcontracting.** No performance required of Contractor by this Agreement may be subcontracted without the prior written approval of the Commission Parties, which they may withhold in their sole and absolute discretion. Any putative subcontracting of Contractor's rights, obligations, and/or duties under this Agreement shall not create a contractual relationship between the Commission Parties and any putative subcontractor, and any such subcontracting shall be null and void. Any subcontracting in violation of this Section shall be grounds for immediate termination of this Agreement upon written notice to Contractor, at the sole discretion of the Commission Parties.

(a) **Requesting Consent.** In order to obtain consent to subcontract, Contractor shall submit to the Commission Parties a list of all potential subcontractors and a description of work to be performed by each subcontractor. Once this list has been approved, no changes to the list will be allowed except upon written approval of the Commission Parties.

(b) Contractor's Liability. Contractor shall be fully liable for the acts and omissions of its subcontractors, their lower-tier subcontractors, and the employees and agents of each as though such acts and omissions were those of Contractor itself .

11. Assignment. Contractor shall not assign or transfer any interest in this Agreement (whether by assignment or novation) without the express prior written consent of the Commission Parties. Notwithstanding the foregoing, no such approval shall be required for the assignment of claims for money due or to become due to Contractor from the Commission Parties to a bank, trust company, or other financial institution, or to a receiver or trustee in bankruptcy, but Contractor shall promptly provide written notice thereof to the Commission Parties.

12. Preparation of Written Reports or Documents (Cal. Gov't Code, § 7550). Provided that the total cost for work performed by Contractor pursuant to this Agreement exceeds \$5,000, any document or written report prepared in whole or in part by Contractor for or under the direction of the Commission Parties shall specify 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 specified in a separate section of such document or written report.

13. Termination. The Commission may terminate this Agreement, in whole or in part, effective thirty (30) days after delivering written notice to Contractor, if the Commission determines such termination is in its interest. If this Agreement is terminated, the Commission shall be liable only for amounts due for services, supplies, and/or materials rendered and/or supplied before the effective date of such termination. Additionally, the Commission may terminate this Agreement immediately upon written notice to Contractor as a result of cessation of funding, or lack of adequate appropriations for any federal, state, or local program that provides funds, for this Agreement. The termination rights in this Section are in addition to and cumulative with the Commission's other rights of termination located elsewhere in this Agreement.

14. Patents and Copyrights. The Commission hereby reserve 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 copyrights in any work developed under this Agreement.

15. Drug-free Workplace. Contractor certifies to the Commission Parties that it will provide a drug-free workplace and will:

(a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined in schedules I-V of section 202 of the federal Controlled Substance Act is prohibited in Contractor's workplace; such statement shall specify the actions that will be taken against employees for violation of such prohibition.

(b) Establish a drug-free awareness program to inform employees about all of the following:

- (i) The dangers of drug abuse in the workplace.
- (ii) Contractor's policy of maintaining a drug-free workplace.
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs.
- (iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by Subsection (a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

16. **Plan of Operations**. Contractor shall submit to the Commission Parties a complete plan of operations. Contractor shall promptly notify the Commission Parties of any changes to the plan of operations.

17. **Labor Law**. Contractor shall be fully aware of and shall comply with each and every requirement of federal, state, and local law regarding the provision of labor concerning this Agreement, including but not limited to, the payment of applicable prevailing wages, if either or both boxes are checked below. In the event both boxes are checked below, Contractor acknowledges that it is solely responsible for determining which prevailing wage terms apply to the work performed under this Agreement.

If checked, additional state prevailing wage terms are specified in the Prevailing Wage Attachment.

If checked, additional federal prevailing wage terms are specified in the Prevailing Wage Attachment.

18. **Entire Agreement**. This Agreement represents the sole and entire Agreement between the Parties and supersedes all prior and contemporaneous negotiations, representations, agreements, arrangements, or understandings, either oral or written, between or among the Parties, relating to the subject matter of this Agreement, except as 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 each Party.

19. **Waiver**. No failure of a Party to insist upon the strict performance by the other Party of any term, covenant, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this Agreement, shall constitute a waiver of any such breach of such term, covenant, or condition. No waiver of any breach shall affect or alter this Agreement.

20. **Successors in Interest**. The rights, duties, and obligations of this Agreement shall inure to the benefit of the Parties and their respective permitted successors and assigns.

21. **Drafting Ambiguities**. The Parties have had the right to be advised by counsel with respect to the negotiation of the terms, covenants, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which either Party participated in the negotiation or drafting of the Agreement.

22. **Signing Authority**. Each individual executing this Agreement on behalf of an entity represents and warrants that such individual is authorized to execute and deliver this Agreement on behalf of such entity in accordance with duly adopted resolutions or other authorizing actions that are necessary and proper under such entity's governing documents, and that this Agreement is binding upon such entity in accordance with its terms. Upon request, Contractor shall provide the Commission with evidence, satisfactory to the Commission, that such individual's authority is valid, that such entity has been duly formed and is in good standing in the jurisdiction of its formation, and that such entity is authorized to do business in the State of California.

23. **Conflict Between Agreement and Attachments.** To the extent that the terms of the Agreement and the attachments conflict, the construction most favorable to the Commission Parties shall apply.

24. **Partial Invalidity.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such term, covenant, condition, or provision shall be reformed by the court to effectuate the intent of the Parties as much as possible in accordance with Applicable Law. The remaining terms, covenants, conditions, and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

25. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its principles regarding the conflict of laws. The courts of the State of California and of the federal Southern District of California shall have exclusive jurisdiction over any dispute, claim, or matter arising out of or related to this Agreement, and venue shall lie exclusively in the Central Division of the Superior Court of the County of San Diego, California for matters in state court and in San Diego County for matters in federal court. The Parties shall submit the personal jurisdiction of such courts and waive any objection based on personal jurisdiction or inconvenient forum to the maximum extent permitted by Applicable Law.

26. **Headings.** All headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

27. **Attorney's Fees and Costs.** In any judicial or administrative proceeding involving breach, interpretation, and/or enforcement of the terms of this Agreement, the prevailing party shall be entitled to its costs, expert witness fees, if any, and reasonable attorneys' fees.

28. **Remedies Upon Default.** The failure of Contractor to perform each and every covenant in a timely manner, in a good and workmanlike manner, and in strict compliance with the requirements of the Scope of Work (which, in the case of goals and outcomes shall be construed to require good-faith efforts to meet such goals and outcomes) shall constitute a breach of the Agreement. For any breach that does not jeopardize the health, safety, or general welfare of the public, the Commission may deliver written notice to Contractor, detailing the nature of the breach and requiring Contractor to cure such breach within seven (7) days. In the event that such a breach is not timely cured, the Commission shall have all remedies available at law or in equity, including, without limitation, the right to terminate the Agreement, the right to take over, or cause another contractor to take over, Contractor's duties under the terms of the Agreement, the right to sue for damages, specific performance, or injunctive relief, and any other remedies available at law or in equity. In the event that the health, safety, or general welfare of members of the public is jeopardized, the Commission shall have the right to terminate the Agreement immediately upon written notice to Contractor. In addition, in the event of an uncured breach or a breach without the right to cure, the Commission shall have the right to recoup any and all funds that may have been advanced to Contractor and that have not been earned.

The failure of the Commission to timely make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement, upon which Contractor may deliver written notice to the Commission, detailing the amounts past due and requiring the Commission to make all past-due payments within seven (7) days. In the event that the breach is not timely cured, Contractor shall have the right to terminate this Agreement.

29. **Notices.** All notices required or permitted to be given by a Party pursuant to this Agreement shall be deemed delivered (i) immediately upon receipt if delivered personally, (ii) the next business day if delivered to a nationally recognized overnight carrier with charges prepaid prior to the cutoff for next-day delivery specified by such carrier, or (iii) three (3) business days after the date of deposit with the United States Postal Service for delivery via certified mail, postage prepaid, return receipt requested, and in all cases addressed to the other Party at such Party's address as set forth at the beginning of this Agreement, or at such other address as such Party shall designate in writing to the other Party by written notice in accordance with this Section.

30. **Audit Requirements.** If no specific audit requirements are specified in the solicitation for bids for, request for proposals for, or award of, this Agreement, Contractor shall comply with the audit requirements of 2 C.F.R. pt. 200. Otherwise, Contractor shall comply with the audit requirements specified in the solicitation for bids for, request for proposals for, or award of, this Agreement, which in such case shall be deemed incorporated herein by reference.

31. **Contractor Evaluation Program.** An essential component of public works contract administration is the regular evaluation and documentation of contractor performance. During the term of this Agreement, the Commission may conduct performance evaluations to document Contractor's record of compliance with the terms of this Agreement. The Commission may proactively monitor the performance of Contractor during the term of this Agreement and create an objective record of performance that can and may be utilized when evaluating Contractor as a responsible bidder for future bid and proposal submissions, extension or renewal consideration, or termination due to unsatisfactory performance. Program and appeal procedures are located on the Commission's website at <https://www.sdhc.org/doing-business-with-us/contracting-and-procurement-services/vendor-information/>, as amended from time to time.

32. **Interests of Current or Former Commissioners, Officers, and Employees.** No commissioner, officer, or employee of the Commission, no member of the governing body of the locality in which the services performed pursuant to this Agreement 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 such services, shall, during such person's 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 may result in unilateral and immediate termination of this Agreement by the Commission upon written notice to Contractor.

33. **Conflicts of Interest; Disclosure of Economic Interests.** Contractor and its subcontractors shall comply with all Applicable Law regarding conflicts of interest including, but not limited to, the Commission's Conflict of Interest Code (for purposes of this Section only, the "Code"), a current copy of which may be requested from the Commission. In addition to the other requirements of the Code, and only if required by the Commission in writing in accordance with the Code, Contractor shall cause each of its officers, directors, partners, limited partners, members, managers, employees, and agents that is determined to be a "consultant" pursuant to the Code to file a completed and executed Statement of Economic Interests (Form 700) with the City's Clerk at the following times:

- (a) No later than thirty (30) days after the execution of this Agreement;
- (b) Annually on or before April 1st of each year; and

(c) Within thirty (30) days after full performance of this Agreement, as determined by the Commission in its sole discretion.

Contractor shall cause each designated consultant to email a copy of each filed Form 700 to Maurcell Gresham, Director of Procurement, at maurcell@sdhc.org within five business (5) days of filing.

Contractor shall provide all assistance requested by the Commission to determine whether any of the above-specified individuals qualifies as a “consultant.” Additionally, upon the cessation of a consultant’s legal relationship with Contractor (e.g., termination of employment, resignation as an officer, etc.), Contractor shall notify such consultant of the responsibility to file a Form 700 with the City’s Clerk within thirty (30) days of such cessation.

Any violation of the Code or this Section shall be deemed a material breach of this Agreement and shall entitle the Commission Parties to terminate this Agreement immediately upon written notice to Contractor. Such termination right shall be in addition to the Commission’s other termination rights under this Agreement.

34. **Procedure for Handling Conflicts of Interest.** Except upon the prior, written consent of the Commission Parties, which they may withhold in their sole and absolute discretion, and in compliance with the other terms of this Section, Contractor shall not perform services of any kind for any person or entity during the term of this Agreement if so doing appears reasonably likely to result in a Conflict.

(a) **Meet and Confer.** Contractor shall promptly notify the Commission Parties in writing in the event a Conflict appears reasonably likely. Thereafter, Contractor shall meet and confer with the Commission Parties to agree upon terms to apply to its arrangements with an affected prospective client, and/or its arrangements with the Commission Parties, in order to continue to perform services for such client and the Commission Parties without compromising the interests of either. Should no agreement regarding modification be reached within a reasonable time thereafter, or should the prospective client refuse to agree to such modification, the Commission Parties may terminate this Agreement immediately upon written notice to Contractor.

(b) **When Consent Is Given.** If and when the Commission has consented as provided above in this Section, Contractor shall use best efforts to avoid any performance that would in any manner undermine Contractor’s effective performance of the terms of this Agreement. Contractor agrees to alert every third party from whom consent to a Conflict is required to the existence of the terms of this Section and to include language in its agreement with such third party that will enable Contractor to comply fully with such terms.

(c) **Termination.** Failure to follow the procedures of this Section shall entitle the Commission to terminate this Agreement immediately upon written notice to Contractor. Additionally, the Commission may unilaterally and immediately terminate this Agreement upon written notice to Contractor if Contractor knowingly employs an individual who, within twelve (12) months immediately preceding such employment, in such individual’s capacity as an employee of the Commission, participated in negotiations with or otherwise had an influence on the selection of Contractor.

(d) Exemption of Prior Arrangements. Notwithstanding the foregoing, this Section shall not apply to any of Contractor's business arrangements that began prior to the award of this Agreement.

Attachment C
SECURITY CAMERA AND PATROL SERVICES
SCOPE OF WORK

1. DESCRIPTION OF SERVICES

Contractor will provide Security Camera and Patrol Services to the Commission and/or the SDHC Limited Liability Companies as described herein. Contractor will connect to the existing infrastructure and provide services and maintain security cameras and camera systems. Upon approval by Commission, the Contractor may be asked to provide additional equipment to augment the services described.

2. LIST OF PROPERTIES

Contractor will provide services to Commission and SDHC Limited Liability Companies residential sites and office facilities identified in Exhibit A (the “Properties”). The Commission reserves the right to make additions and/or deletions of properties serviced and/or additions, deletions, revisions and/or otherwise modify this Scope of Work.

3. SECURITY CAMERAS

Contractor will connect to the existing equipment identified in Exhibit B (the “Camera Equipment”) to set up the equipment and maintain, support and otherwise service the Camera Systems.

Maintenance and support of systems shall include but not be limited to:

- Ensure fully functional system and components at all times
- Prevention of interruptions to normal operations
- Minimize and reduce any interferences with normal operations should they occur
- Installation of security patches
- Installation of firmware updates
- Proactive notification for camera downtime
- Inspect camera lens and housing for damage
- Inspect connections and connectors for damage or corrosion
- Clean camera lens and housing
- Remove dust and debris from the DVR/NVR

If components needing repair and/or replacement are identified Contractor will provide a proposal for completion of the work. All repair work shall be included in the Contract Price.

Contractor may be asked to provide recommendations for additional equipment to augment or improve the existing systems.

All Camera Systems require:

- Exterior, vandal-resistant, day/night, network cameras
- Intrusion resistant onsite hardware (servers, batteries, bridges, switches, etc.)
- Live camera viewing software for designated staff
- Real time alerts and notifications to designated staff via Email or SMS

- Remote connection to live dispatcher who will analyze all alerts and dispatch appropriate responders

4. PATROL SERVICES

Contractor will provide private security services and maintain license by the State of California and as such maintain licenses and operate within the parameters of California P.C. 12051 regarding licensing and P.C. 196 and 197 regarding the use of force and/or deadly force while providing service.

All Patrol Services require:

- Two (2) courtesy patrols per property, per night, seven (7) days per week, between the hours of 6:00 p.m. and 6:00 a.m.
- Any Contractor owned vehicle or Contractor's employee owned vehicle must have current registration and liability insurance to access Commission and SDHC Limited Liability Companies owned/managed sites or facility parking lots
- Contractor patrol services will include checking the perimeter of the property, checking the laundry rooms, and visually inspecting utility cabinets/closets for signs of forced entry.
- Contractor patrol services required to reach out to towing services for any cars parked in fire lanes or in a manner that obstructs path of travel.

5. MONITORING

Contractor will provide live monitoring services between the hours of 6:00 p.m. and 6:00 a.m. Observation of trespassing, vandalism, and/or aggressive behavior are to be reported to the Commission. Observation of forced entry and/or criminal activity and contractor shall call the police to be dispatched and the appropriate Property Management contact. Camera footage for any criminal activity shall be downloaded and provided to the Commission.

6. REPORTING

Contractor shall provide daily activity reports for all courtesy patrols.

All Reporting Services require:

- Provide the Commission with daily electronic reports of all patrol activity within 24-hours
- Unusual or abnormal conditions and/or hazards are to be noted on the daily reports
- Life threatening conditions and/or hazards are to be immediately reported to the appropriate authorities and the Property Manager or designee, and also included on the daily reports
- Failure to provide daily reports, within 72-hours of the service day, shall deem the day as "non-performance", as well as be grounds for nonpayment of service

7. Payment Bond

When the contract value exceeds **\$25,000.00**, the Contractor shall be required to provide the Commission with a **payment bond** in the amount of the price of the Contract Award Amount.

EXHIBIT A
CAMERA SECURITY AND PATROL SERVICES
LIST OF “PROPERTIES”

Loan Group	Street Name	Street Number
Public Housing	S. 33rd St (Vista Verde)	325, 335, 345, 355, 405, 415
Central SDHC FHA LLC	Santa Margarita St	5359, 5369, 5379, 5389
Public Housing	Picador Blvd (Otay Villas)	605, 615, 625, 635, 645, 655, 665, 675, 685, 695
Southern SDHC FHA LLC	Calle Primera	178, 180, 182, 184, 186, 188, 190
Belden SDHC FNMA LLC	Belden St (Belden Village)	7705, 7713, 7729, 7737, 7745, 7753, 7761, 7777, 7785, 7795
Public Housing	Camulos St	3222, 3224
Public Housing	Mason St	3919
Public Housing	44th St	2420

EXHIBIT B
CAMERA SECURITY AND PATROL SERVICES
LIST OF “CAMERA SYSTEMS” EQUIPMENT

LOCATION	CAMERA TYPE	NUMBER OF CAMERAS	SERVER
Vista Verde	4MP-Varifocal Lens-2.8-12mm 2MP-Mini Dome Lens-2.8mm 4MP-Bullet Camera-12-32mm	12	12TB Salient Complete View 2020
Santa Margarita	4MP-Varifocal Lens-2.8-12mm	6	12TB Salient Complete View 2020
Otay Villas	4MP-Varifocal Lens-2.8-12mm	4	12TB Salient Complete View 2020
Calle Primera	4MP-Varifocal Lens-2.8-12mm	6	12TB Salient Complete View 2020
Belden	4MP-Varifocal Lens-2.8-12mm	6	12TB Salient Complete View 2020
Camulos St	4MP-Varifocal Lens-2.8-12mm	9	8TB Salient Complete View 2020
Mason St	4MP-Varifocal Lens-2.8-12mm	8	8TB Salient Complete View 2020
2420 44th St	4MP-Varifocal Lens-2.8-12mm	7	6TB Salient Complete View 2020

LOCATION	UPS BATTERY BACKUP	NETWORK/ WI-FI BRIDGES	SWITCHES
Vista Verde	Yes (15-30 min)	9	(4) 4 Port POE Switches (1) 8 Port POE Gigaswitch
Santa Margarita	Yes (15-30 min)	5	(1) 6 Port POE Switch
Otay Villas	Yes (15-30 min)	6	(1) 8 Port POE Switch
Calle Primera	Yes (15-30 min)	4	(1) 8 Port POE Switch
Belden	Yes (15-30 min)	7	(1) 4 Port POE Switch
Camulos St	Yes (15-30 min)	2	(2) 8 Port POE Gigaswitches (1) 6 Port POE Gigaswitch
Mason St	Yes (15-30 min)	0	(2) 8 Port POE Gigaswitches
2420 44th St	Yes (15-30 min)	0	(1) 10 Port POE Gigaswitch

Attachment D

Compensation Terms

Annual compensation shall not exceed the amount set forth in Section 104. Contractor shall submit invoice monthly after the Commission accepts the work in accordance with Section 104 of the Agreement. An escalation clause for option years is in effect and shall be used based on the Consumer Price Index for all Urban Consumers, San Diego Area (CPI-U All City Average/all Items Unadjusted Index).

	One Time Charges	Recurring Charges	Annual Total
Vista Verde			
Connection/Establishment Charge	\$ 2,000.00		
Monthly Charge		\$ 3,100.00	
Total Annual Cost			\$ 37,200.00

Santa Margarita St			
Connection/Establishment Charge	\$ 2,000.00		
Monthly Service Charge		\$ 2,500.00	
Total Annual Cost			\$ 30,000.00

Otay Villas			
Connection/Establishment Charge	\$ 2,000.00		
Monthly Service Charge		\$ 2,300.00	
Total Annual Cost			\$ 27,600.00

Calle Primera			
Connection/Establishment Charge	\$ 2,000.00		
Monthly Service Charge		\$ 2,500.00	
Total Annual Cost			\$ 30,000.00

Belden Village			
Connection/Establishment Charge	\$ 2,000.00		
Monthly Service Charge		\$ 2,500.00	
Total Annual Cost			\$ 30,000.00

Camulos St			
Connection/Establishment Charge	\$ 2,000.00		
Monthly Service Charge		\$ 2,800.00	
First Year Total Annual Cost			\$ 33,600.00

Mason St			
Connection/Establishment Charge	\$ 2,000.00		
Monthly Service Charge		\$ 2,700.00	
Total Annual Cost			\$ 32,400.00

2420 44 th St			
Connection/Establishment Charge	\$ 2,000.00		
Monthly Service Charge		\$ 2,600.00	
Total Annual Cost			\$ 31,200.00

	Total Connection Charge Costs	\$ 16,000.00
	Total Service Cost	\$ 252,000.00
	TOTAL ANNUAL COST	\$ 268,000.00

Attachment E
Prevailing Wage Notification

CALIFORNIA PREVAILING WAGE

Note: California prevailing wages apply to any public work project in an amount exceeding \$1,000. This includes all purchase orders or work orders within the scope of a single public work project that exceeds \$1,000, regardless of whether any such purchase order or work order is itself less than or equal to \$1,000.

Contractor shall comply with all duties, obligations, restrictions, and requirements specified in California Labor Code sections 1720-1861. This shall include, but not be limited to, the following:

A. Contractor shall pay all workers performing work under this Agreement the prevailing wage rates specified by the California Department of Industrial Relations (DIR) for each craft, classification, and type of work pursuant to **State Prevailing Wage Determination 2023-2**. Copies of such determinations are available at the Commission's offices and may be made available upon any interested party's request.

B. Contractor shall furnish all of its employees and subcontractors with a copy of the DIR's prevailing wage rates applicable to their respective crafts, classifications, and types of work. Contractor also shall post all such applicable rates at the job site in a visible location in accordance with California Labor Code section 1773.2.

C. Contractor shall comply with all payroll recordkeeping and inspection requirements specified by California Labor Code section 1776.

D. All wages paid by Contractor shall include payments for all items specified in California Labor Code section 1773.1.

E. Contractor shall comply will all requirements for payment of prevailing wages to and employment of apprentices in accordance with California Labor Code section 1777.5.

F. Contractor shall not, and shall not conspire to, take or receive any portion of worker's wages in violation of California Labor Code section 1778.

G. Upon completion of the work under this Agreement, Contractor shall sign and notarize an affidavit of compliance in the form provided by the Commission, certifying compliance with California Labor Code sections 1720-1861.

H. In accordance with California Labor Code section 1771.6, in the event the Commission discovers any violation of California Labor Code sections 1720-1861, including delinquent or inadequate payroll records, as a result of an audit of Contractor's payroll records, interviews of Contractor's employees, or any other investigative means utilized by the

Commission, the Commission shall withhold any payments due to Contractor.

I. In accordance with California Labor Code section 1725.5, unless otherwise exempt pursuant to California Labor Code section 1725.5(f), Contractor and its subcontractors shall register with the DIR. Pursuant to California Labor Code section 1771.1(a):

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Agreement Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Agreement Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Pursuant to Labor Code section 1771.1(f), this Agreement shall be subject to termination by the Commission immediately upon written notice to Contractor if Contractor or any of its subcontractors fails to comply with this Section.

J. In accordance with California Labor Code section 1771.4, the work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR.

K. Contractor shall post all job site notices required by applicable laws and regulations.

L. Contractor shall secure the payment of compensation to its employees pursuant to California Labor Code section 3700.

Payroll Reporting Requirements

For the duration of the term of this Agreement, Contractor and each of its subcontractors shall submit payroll records as follows:

1. On a weekly basis, complete, accurate, and certified payroll reports shall be submitted to the Commission using DIR's Public Works Payroll Report Form (Form A-1-131) in original form with wet signatures, or using the Commission's electronic reporting service provider, eComply Solutions.
2. On a monthly basis, electronic certified payroll reports shall be submitted using the DIR's online portal, located at <https://www.dir.ca.gov/public-works/certified-payroll-reporting.html>.
3. Proof of actual payment of wages to all employees.

4. Proof of actual payment of fringe benefits to all employees.
5. Proof of the use of apprentices as and when required by law.

Labor Compliance Requirements

Prior to commencing work under this Agreement, Contractor and each of its subcontractors shall submit the following forms to the Commission: Authorized Signatory, Checklist of Labor Law Requirements, Request for Dispatch of an Apprentice (Form DAS 142) (as applicable), Public Works Agreement Award Information (Form DAS 140) (as applicable), Fringe Benefit Statement, List of Trades and/or Crafts, and Project Contact Sheet. These forms can be found on the Commission's website at <https://www.sdhc.org/doing-business-with-us/labor-compliance/>.

FEDERAL PREVAILING WAGE

Pursuant to federal law, Contractor shall pay wages for each trade or craft in accordance with **U.S. Housing and Urban Development (HUD) Maintenance Wage Rate Determination 7/1/2022 – 6/30/2024**.

HUD Maintenance Wage Rate

Note: HUD maintenance wage rates apply to routine maintenance, including custodial services, and non-routine maintenance contracts exceeding \$2,000 for performance at public housing sites. This includes all purchase orders or work orders pursuant to a contract that exceeds \$2,000, regardless of whether any such purchase order or work order is itself less than or equal to \$2,000.

1. Minimum Wages

- i. All maintenance laborers and mechanics employed under this Agreement in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by Contractor and its subcontractors at the site of the work in a prominent and accessible place where

it can be easily seen by the workers.

ii.

A. Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Agreement shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

B. The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

2. **Withholding of Funds**

i. The Commission, upon its own action or upon request of HUD, shall withhold or cause to be withheld from Contractor under this Agreement or any other contract with Contractor that is subject to HUD-determined wage rates so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Agreement all or part of the wages required under this Agreement, the Commission or HUD may, after written notice to Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Commission or HUD may, after written notice to Contractor, disburse such amounts withheld for and on account of Contractor or subcontractor to the respective employees to whom they are due.

3. **Records**

i. Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

- A. Name, address and Social Security Number;
- B. Correct work classification or classifications;

- C. Hourly rate or rates of monetary wages paid;
 - D. Rate or rates of any fringe benefits provided;
 - E. Number of daily and weekly hours worked;
 - F. Gross wages earned;
 - G. Any deductions made; and
 - H. Actual wages paid.
- ii. Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the Commission and shall permit such representatives to interview employees during working hours on the job. If Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. **Apprentices and Trainees**

- i. Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
- A. A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
 - B. A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - C. A training/trainee program that has received prior approval by HUD.
- ii. Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination

for the applicable classification.

- iii. The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- iv. Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- v. In the event OATELS, state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes Concerning Labor Standards

- i. Disputes arising out of the federal labor standards provisions of this Prevailing Wage Attachment, other than those in Section 6, shall be subject to the following procedures. Disputes within the meaning of this Section include disputes between Contractor (or any of its subcontractors) and the Commission, or HUD, or the employee or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this Section may be initiated upon HUD's own motion, upon refer of the Commission, or upon request of Contractor or subcontractor(s).
 - A. Contractor and/or a subcontractor or other interested party desiring reconsideration of findings of violation by the Commission or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the Commission or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate Commission or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).
 - B. The Commission or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain

instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

- C. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- ii. Disputes arising out of the labor standards provisions of Section 6 shall not be subject to Section 5(a) above. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. pts. 5, 6, and 7. Disputes within the meaning of this Subsection include disputes between Contractor (or any of its subcontractors) and the Commission, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. **Contract Work Hours and Safety Standards Act**

The provisions of this Section 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- i. **Overtime Requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- ii. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the provisions set forth above in Subsection 6(a), Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer

or mechanic, including watchmen and guards, employed in violation of the provisions set forth in Subsection (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- iii. **Withholding for Unpaid Wages and Liquidated Damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such Contract or any federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in Subsection (b) of this clause.

7. **Subcontracts**

- i. Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Prevailing Wage Attachment and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. **Non-Federal Prevailing Wage Rates**

- i. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Agreement, is inapplicable thereto and shall not be enforced against Contractor or any subcontractor, with respect to employees engaged under the Agreement whenever such non-federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Payroll Reporting Requirements

For the duration of the term of this Agreement, Contractor and each of its subcontractors shall submit payroll records as follows:

1. Upon request, complete, accurate, and certified payroll reports shall be submitted to the Commission using the U.S. Department of Labor Payroll Report Form (Form WH-347) in original form with wet signatures, or using the Commission's electronic reporting service provider, eComply Solutions.

2. Proof of actual payment of wages to all employees.
3. Proof of actual payment of fringe benefits to all employees.

Labor Compliance Requirements

Prior to commencing work under this Agreement, Contractor and each of its subcontractors shall submit the following forms to the Commission: Authorized Signatory, Fringe Benefit Statement, List of Trades and/or Crafts, and Project Contact Sheet. These forms and the HUD Maintenance Wage Rate Determination (form HUD 52158) can be found on the Commission’s website at <https://www.sdhc.org/doing-business-with-us/labor-compliance/>.

Contractor certifies that it has read, understands, and will comply with all the foregoing requirements specified in this Prevailing Wage Attachment.

Contractor:

Rancho Santa Fe Security Systems, Inc.

By: _____

Date: _____

Name: Jon Boever

Title: General Manager

Email: jboever@rsfsecurity.com

DIR Reg. #: 1000012240

Attachment F

COVID-19 Protocols and Acknowledgment

Notice and Acknowledgment Regarding Operations During COVID-19 Pandemic

The Commission hereby notifies Contractor that it is their policy to take all reasonably necessary and legally mandated precautions to safeguard the health, safety, and welfare of all persons that enter onto property owned or operated by the Commission Parties or any of their affiliates (“Commission Properties”).

In pursuit of that policy, Contractor and all of its subcontractors shall take all reasonably necessary and legally mandated precautions to comply with mandatory guidance and regulations promulgated by local, state, and federal public health authorities in the performance of services under this Agreement. This includes, but is not limited to, practicing recommended social distancing and wearing approved facial coverings. Contractor and its subcontractors shall require all persons performing work on Commission Properties to wear an approved facial covering at all times while indoors and, when outdoors, any time recommended social distance cannot be maintained. In addition, the Commission strongly recommends Contractor and its subcontractors follow all other public health guidance related to the COVID-19 pandemic that is issued by local, state, and federal public health authorities, including, but not limited to, the California Department of Public Health, the U.S. Centers for Disease Control, the California Division of Occupational Safety and Health, and the federal Occupational Safety and Health Administration.

Nothing in these COVID-19 Protocols and Acknowledgment shall be construed to modify, amend, or otherwise alter the terms and conditions of the Agreement, including the terms and conditions regarding indemnity or liability due to performance of services as set forth in the Agreement.

Contractor hereby acknowledges receipt of these COVID-19 Protocols and Acknowledgment, and, by execution below, represents that it understands and will comply herewith.

Contractor:

Rancho Santa Fe Security Systems, Inc.

By: _____

Date: _____

Name: Jon Boever

Title: General Manager