

SERVICE AGREEMENT

**THIS SERVICE AGREEMENT REQUIRES AN APPROVED PURCHASE ORDER (PO)
PRIOR TO COMMENCEMENT OF SERVICES**

This **AGREEMENT** is entered by and between the San Diego Unified School District, a public school district, formed and operating pursuant to the laws of the State of California, located at 4100 Normal Street, San Diego, California 92103, hereinafter referred to as "District," and Harbor Patrol, located at 351 Colby Point Pl. Chula Vista, California 91914, hereinafter referred to as "Contractor" (collectively referred to as "Parties") and shall be effective upon execution by both Parties and approval of this Agreement. In consideration of the promises and mutual covenants contained herein, it is agreed between the Parties as follows:

RECITALS

WHEREAS, Education Code section 38005 permits school districts to contract for security guard services to "insure the safety of school district personnel and pupils and the security of the real and personal property of the school district when the personnel normally required to provide such service fail to do so because of an emergency including, but not limited to, war, epidemic, fire, flood, or work stoppage; or when such an emergency necessitates additional security services."

TERMS AND CONDITIONS

1. **Agreement Term.** The term of this Agreement shall commence upon the date of the final signature of the fully executed Agreement and shall continue through March 22, 2026, with acceptance by the District of all services provided by the Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.
2. **Compensation.** Total compensation shall not exceed **Eight Hundred Thousand Dollars (\$800,000.00)** for the term of the Agreement. Prices shall remain fixed for the term of the Agreement, and all shall only be modified by way of Amendment executed by both Parties. Contractor shall be compensated for the performance of its obligations under this follows:
3. Agreement as
Payment shall not be due until completion and acceptance of work by the District Contract Representative

District and Contractor/Service Provider Points of Contact for this Agreement:

District Point of Contact:

Name: Scott Giusti
Title: Director
Office / Cell Phone: 619-725-7126
Email Address: sgiusti@sandi.net

Contractor Point of Contact:

Name: Christian Flores
Title: Owner / Director of Operations
Office / Cell Phone: 619 334-8202
Email Address: sandiegoharborpatrol@cox.net

3. **Method of Payment.** Contractor will be paid in accordance with payment terms herein upon receipt and acceptance of services and receipt of auditable invoicing, whichever is later. Payment Terms are Net 30. For prompt payment, invoicing must be accurate in all details, and original invoices must be submitted to:

San Diego Unified School District
Physical Education and Health Department
Attn: Scott Giusti, Director
4100 Normal St. Room #2140, San Diego Ca. 92103
Phone: (619)972-5712 Email: sgiusti@sandi.net

AND to:

Accounts Payable Department, apinvoices@sandi.net

Invoices must reference Agreement No. SV23-0138-77 and its corresponding Purchase Order (PO) number.

4. **Method of Ordering.** The District intends to issue a Purchase Order (PO) for the services to be performed under this Agreement. Purchase Orders will be dispatched via e-mail.

Purchase Orders shall be sent to: sandiegoharborpatrol@cox.net (Email)

Attn: Christian Flores (to be completed by Contractor)

Prompt payment discounts of 10 days or more are acceptable. Prompt payment discounts of less than 10 days are not acceptable and will be considered NET 30 days. Net payments are normally paid within 30 days. FOB Destination.

5. **Prevailing Wage Requirement (if applicable)**

Prevailing wage and labor compliance requirements currently apply to work performed on or around future or current District public works sites and generally do not apply to professionals working away from the public works site. Work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to, inspection, land surveying work, regardless of whether any further construction work is conducted, and work performed during the post construction phases of construction, and soils and materials testing are generally considered public works subject to prevailing wage requirements. Applicability of this section is controlled by law. (See, e.g., California Labor Code section 1720, *et seq.*) Contractor shall comply with this section to the extent it applies to the work it performs either directly or through its subcontractors. As of January 1, 2012, the District no longer administers the in-house Labor Compliance Program for all new construction projects. However, prevailing wage requirements still apply.

- A. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California (Labor Code section 1720 *et seq.* and implementing regulations of the Department of Industrial Relations (DIR)), Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with section 16000, for any "public works" (as that term is defined in the statutes), there shall be paid to each worker of Contractor, of any tier, engaged in the work, not less than the general prevailing wage rate, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement regardless of any contractual relationship which may be alleged to exist between the contractor, of any tier, and such worker. For the purpose of compliance with prevailing wage law, Contractor shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law. However, District will only authorize Purchase Orders, and issue payment to Contractor for no more than the applicable prevailing wage rate.
- B. Contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract; and shall ensure that the above requirements are included in all its contracts for activities for the Agreement.
- C. Contractor shall certify to the District on each Payment Request Form, that prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Contractor complied with prevailing wage laws. Prior to release of any retained funds under this Agreement, the Contractor shall submit to the District a certificate signed by Contractor performing public works activities stating that prevailing wages were paid as required by law.
- D. Failure to comply with prevailing wage laws and/or failure to employ apprentices as required by law shall subject the Contractor to penalties, including forfeitures and debarment under Labor Code sections 1775; 1776, 1777.1; 1777.7 and 1813.
- E. Nothing contained herein shall be deemed to supersede any applicable laws, orders or regulations issued by competent authority governing wages, hours of Work of the employment of labor, nor to condone any violation of such laws, orders, or regulations.
- F. Upon the request of the Division of Labor Standards Enforcement, the District will withhold contract payments in amounts equal to identified worker under-payments and/or penalties.

Effective July 1, 2014, contractors and subcontractors performing public works subject to prevailing wage are required to pay a registration fee to DIR. On or after April 1, 2015, contractors and subcontractors must be registered with DIR for any new projects awarded on or after this date. DIR requires registration of contractors and subcontractors for all projects above \$15,000. Public works projects awarded pursuant to this Agreement are subject to compliance monitoring and enforcement by DIR, and the District will withhold contract payments in amounts equal to identified work under-payments and/or penalties upon the request of DIR. For additional information, see California Labor Code sections 1725.5, 1771.1, *et seq.*; <https://efiling.dir.ca.gov/PWCR/Search>; and <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

G. Contractor shall submit an electronic version of the "Section 1773.3 subcontractors list" form to the District under Labor Code Section 1773.3 within 48 hours of award of Agreement. A copy of the form is included as Attachment 3 and is mandatory. The District will not accept any other form or format from Contractor.

1. The District will use Contractor's completed electronic form to submit the required information (DIR number, CSLB number, email, and work classification of all subcontractors on the Project) under Labor Code section 1773.3 on the DIR website. Upon contract award, the District will create and upload the PWC-100 on the DIR website and provide the contract registration number to Contractor for electronic certified payroll report (eCPR) submittals with DIR for the project.
2. This list shall contain all subcontractors of any tier that will be performing any labor on the project. All subcontractors must be registered with DIR and hold a current CSLB license. Both the registration and license must be active and current for the time period that the work will be performed on site.
3. If additional subcontractors are to be used, they shall be added to the "Section 1773.3 subcontractors list" within 48 hours prior to their commencement of any work on site, excluding weekends and District holidays. The District will update the PWC-100 on the DIR website and notify Contractor if a subcontractor does not have a current DIR registration number or active CSLB license number. No subcontractor will be allowed to work on site until its status has been corrected by Contractor on the Section 1773.3 subcontractors list form, which shall be electronically submitted to the District, who will upload the subcontractor, along with the required information (DIR number, CSLB number, email, and work classification) on the PWC-100 on the DIR website.
4. At project completion, the District will notify Contractor by email to review, update and certify that all subcontractors that performed work during the contract, have been correctly and properly listed on the "Section 1773.3 subcontractors list." Once the District receives the certification from Contractor, and the District has added any additional subcontractors to the PWC-100 on the DIR website, the District may issue final payment, provided that other required contract closeout items have been submitted. However, the final payment from District to Contractor shall only be made 30 days after the date the final subcontractors have been added to the PWC-100, or the certification by Contractor, whichever occurs later. Thus, the District shall continue to withhold final payment until Contractor satisfies the foregoing requirements under Labor Code section 1773.3.

6. Work. Scope of Work for Services to be performed will be identified in EXHIBIT A.

7. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of District. District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to subparagraph 7.1. Except as expressly provided in this section, District shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) (or other defined benefit employee retirement plans) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS or other benefits.

7.1 Assignment of Personnel. Contractor shall assign only competent personnel to perform services pursuant

to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from District of such desire of District, reassign such person or persons.

8. Indemnity and Responsibilities. To the fullest extent allowable by law, Contractor will defend, indemnify and hold harmless the District, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") of any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by Contractor during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

8.1 Selection of Defense Counsel. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability covered by this Agreement, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

8.2 Payment of Judgment. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

8.3 Indemnification Limitations. The foregoing obligation(s) of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause.

This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

8.4 Liability for Employment Related Obligations. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the California State Teachers Retirement System to be eligible for enrollment as an employee of District, Contractor shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

8.5 Civil Code Exclusions. Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

8.6 Tender of Defense and Indemnity. The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days to the tender of any claim for defense and indemnity by the District. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

8.7 Survival. The terms of this section 8 shall survive termination or expiration of this Agreement.

9. Insurance. All policies of insurance required hereunder shall be issued by an insurer authorized to issue insurance under the laws of the State of California and who at the time of issuance of a policy of insurance is rated at least A-VII, by A.M. Best Key Rating.

A. General

1. As specified below, the Contractor shall procure and maintain, for the duration of the Project, insurance of the types and limits specified below sufficient to protect Contractor and the District from any and all claims or liabilities for injuries to persons or property which may arise from or be connected to the Work to be performed under this Agreement. Any deductibles or self-insured retentions must be declared to and approved by the District.
2. The Contractor shall not be permitted to commence work, nor allow any subcontractor to commence work under this Agreement until he or she has obtained all insurance required hereunder and has provided to the District certificates evidencing such insurance, including all required endorsements.
3. All insurance required under this Agreement shall be provided by a surety admitted to transact business in the State of California and having a current Best's Key Rating of A: -VII or better. With respect to Workers' Compensation Insurance, exceptions may be made for the State Compensation Fund when not specifically rated.
4. The Contractor shall name the District and its Board of Education as an additional insured on the General and Auto Liability policies required hereunder. For any claims related to the Project, the Work, or this Agreement, Contractor's insurance shall be primary as respects the District, its officers, officials, employees, consultants and volunteers. Any insurance or self-insurance maintained by the District shall be excess **only** and non-contributing.
5. Certificate of Insurance shall be filed with the Strategic Sourcing and Contracts Department of the District, and shall have the following included clause:

"This policy shall not be canceled or reduced in required amounts of insurance until notice has been mailed to the San Diego Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice".

6. Certificates of insurance shall state in particular those insured(s), the extent of insurance, location and operation to which the Insurance applies, expiration date, and the cancellation and reduction notice.
7. (When Applicable) Insurance shall include coverage for sexual abuse and molestation allegations up to the full policy limit. [This requirement may be WAIVED by District if there is no direct student contact.]
8. (When Applicable) **Cyber Risk or Cloud Insurance:** Where the services provided in the Agreement relate to software development, software installation, storage of electronic data (including cloud computing), the

hosting of District data, the use of District data or access to District data, including student information, the Consultant/Professional (service provider) shall provide Cyber Risk/Cloud Insurance. Subject to limits of at least \$1,000,000 per claim/\$2,000,000 aggregate to be maintained for the duration of the Agreement and three years following its termination, to respond to privacy and network security liability claims including, but not limited to:

- Liability arising from theft, dissemination, and/or use of District confidential information, including but not limited to bank, credit card account, student records, and personally identifiable information such as name, address, social security numbers, etc., regardless of how the information is stored or transmitted.
- Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or District data, including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to an employee's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
- Crisis-management expenses (i.e. notification, public relations, reputation damage, forensics, etc.) for a data breach.

B. Workers' Compensation Insurance

1. The Contractor shall provide, during the life of this Agreement, Workers' Compensation Insurance for all of their employees engaged in work under this Agreement, on or at the site of the project, and, in case any of their work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, sufficient to protect Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefits which are applicable to the Work to be performed. Any class of employee or employees not covered by the subcontractor's insurance shall be covered by the Contractor's insurance.
2. In case any class of employees engaged in work under this Agreement, on or at the site of the project, is not protected under the Workers' Compensation Statute, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected.

C. General Liability and Property Damage Insurance

The Contractor shall maintain during the life of this Agreement Broad Form Commercial General Liability and Property Damage Insurance, including coverage for Goods and Completed Operations, sufficient to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from or related in any way to operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

D. Minimum Limits of Insurance:

1. General Liability (Goods/Completed Operations) \$2,000,000
2. Auto Liability \$1,000,000
(Commercial Form, Owned, Non-Owned, Hired)
3. Sexual Abuse and Molestation (when applicable)(Up to Full Policy Limit)
4. Cyber Security (when applicable) \$1,000,000 per claim/\$2,000,000 aggregate
5. Workers Compensation (Employers Liability with waiver of subrogation)\$1,000,000

10. Employee Fingerprint Verification; Screening Requirements

A. Employee Fingerprint Verification (when applicable)

At all times when a District site is used or occupied for academic purposes or for other school related functions, no employee or independent contractor to the Contractor shall be permitted access to the site or to perform any work at the site unless: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code §45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code §45122.1 and has no criminal felony proceedings (as defined in Education Code §45122.1) pending against her/him; (c) the Contractor engaging the individual for the work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification to the District, attached as **EXHIBIT B**, specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him.

B. Screening Requirements

Contractor shall comply with the requirements of California Education Code sections 45125.1, 44237, 49406, 35021.1 and 35021.2, as applicable, including, but not limited to obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for Contractor's employees, volunteers, and independent contractors prior to providing service to any District student. The District may waive one or both of these requirements if the District, in its sole and absolute discretion, determines that the Contractor and/or its employees, volunteers, and any independent contractor will not be performing services on District campuses and/or will not interact with any District student outside of the immediate supervision and control of the student's parent or guardian or a school employee (for CDOJ clearance).

1. CDOJ clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite such person's conviction of a violent or serious felony, such person has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j).
 - a. Unless otherwise agreed with District, Contractor shall perform the criminal background check and submit the fingerprints to CDOJ, as required.
 - b. Contractor shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2 with respect to each such person, and shall, as applicable, immediately provide any subsequent arrest and conviction information it receives to the District.
 - c. Upon request of the District Representative, Contractor shall certify in writing that Contractor has at all times complied with this section of the Agreement.
 - d. Contractor employing or staffing current District or other school district's employees must obtain clearance from the CDOJ verified with Contractor's Originating Agency Identifier number ("ORI"). Contractor with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees.
 - e. If Contractor's services are limited to online services, interaction with District students shall also include electronic interaction, and Contractor shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees having only electronic or telephone interaction with District students shall not be required to obtain TB clearance.
 - f. Administrative staff for Contractor who do not have interaction with students but have access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to confidential District student information shall not be required to obtain TB clearance.

- 11. Non-Funding.** Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Education for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.
- 12. Termination.** This Agreement may be terminated by the District upon seven days' written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this Agreement.
- 13. Agreement Documents.**
This Agreement shall include the following documents, which are incorporated by reference as fully set forth herein:

| | |
|--|--|
| Agreement | Attachment 1: Drug Free Certification |
| Exhibit A: Specifications/Scope of Work/Quote and Pricing Schedule | Attachment 2: List of Employees Form |
| Exhibit B: Contractor Certification Regarding Background Checks | Attachment 3: Final Subcontractor List |
| Exhibit C: Insurance Certificate | |

In the event of a conflict between this Agreement and any exhibits or attachments referenced and incorporated herein, the former shall prevail.

- 14. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations not specified in this Agreement. Contractor, by execution of the Agreement, acknowledges that Contractor has read the Agreement, including Exhibits and Attachments, and understands it, and agrees to be bound by its terms and conditions.
- 15. Amendment.** This Agreement may be amended only with the mutual approval of the Parties and reflected by issuing an amendment.
- 16. Assignment.** Neither Contractor nor District may assign or transfer any interest in this Agreement without the prior written consent of the other party.
- 17. Electronic Signature.** Contractor consents to conducting transactions for this Agreement via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by the District.

 (Contractor Initials)

Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), Contractor agrees to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent of my handwritten signature. Contractor further agrees that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to the Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. Contractor agrees that the transactions conducted electronically relating to this Agreement shall be binding upon it. Contractor agrees that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Contractor understands that the District may suspend, terminate, or revoke the electronic signature in its reasonable discretion.

Contractor will use the electronic signature to establish identity and sign electronic documents and forms relating to the Agreement and Amendments. Contractor is solely responsible for protecting the electronic signature. If Contractor suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then Contractor will immediately notify the Strategic Sourcing and Contracts Officer or his/her designee

and request that the electronic signature be revoked. Contractor will then immediately cease all use of the electronic signature. Contractor agrees to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

19. Compliance with Applicable Laws, Rules, and Regulations. Contractor and any subcontractors shall comply with all laws, rules, regulations, and requirements applicable to the performance of the work hereunder, which include but are not limited to those relating to health and safety, that may be amended from time to time.

In Witness Whereof, the Parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

| | |
|--|--|
| Harbor Patrol | SAN DIEGO UNIFIED SCHOOL DISTRICT |
| DocuSigned by: By: <u>Christian Flores</u> 9EF26744F6FE433... | DocuSigned by: By: <u>Linda Hippe</u> 90027AD4E10E46F... |
| Christian Flores 351 Colby Point Pl. Chula Vista, Ca. 91914 Tel: 619-334-8202 Email: sandiegharborpatrol@cox.net | Linda Hippe Director, Purchasing and Contracts 2351 Cardinal Lane, Building M San Diego, CA 92123 Tel: 858-522-5808 Email: aohara@sandi.net |
| Date: <u>January 4, 2023</u> | Date: <u>January 31, 2023</u> |
| APPROVED AS TO FORM AND LEGALITY | Approved in a public meeting of the Board of Education of the San Diego Unified School District on 1/24/2023 |
| DocuSigned by: <u>Sandra T. M. Chong</u> BED60BED2D5F4A5... | DocuSigned by: <u>Marty Stultz</u> F5E5A5B53D1243A... |
| Sandra T. M. Chong, Assistant General Counsel II Office of General Counsel San Diego Unified School District | Marty Stultz, Board Action Officer San Diego Unified School District Board of Education |
| Date: <u>January 5, 2023</u> | Date: <u>January 26, 2023</u> |
| APPROVED TO CONTENT | |
| DocuSigned by: <u>Jennifer Roberson</u> 106473BF4A0947C... | |
| Jennifer Roberson, Instruction Support Officer L&L: Integrated Youth Services San Diego Unified School District | |
| Date: <u>January 4, 2023</u> | |

EXHIBIT A
SCOPE OF SERVICE

Services: Consultant/Professional will provide as-needed security guard services for athletic, promotion, and graduation events, guarding District property at the Transportation Department, Physical Plant Operations Department and Food Services Department, and other locations Districtwide, as requested occurring throughout the term of the Agreement... Both Parties agree that any security work under four (4) hours may be provided by the Consultant/Professional. Any security work directly funded by the District, which is four (4) hours **or more** will be offered to the District's Police Department for first right of refusal before contracting security guard services from Consultant/Professional.

DS
SS

The use of armed security guard services on school District property is prohibited. See California Penal Code 626.9

District Locations Addresses:

- Schools: <https://www.sandiegounified.org/schools>
- Administrative sites: https://www.sandiegounified.org/schools/administrative_sites

1. Pricing:

Items 1 thru 6 are \$30/hr for Years 1 to 3
Items 1 thru 6 are \$35/hr for Years 4 and 5.

| <u>ITEM</u> | <u>LABOR HOUR DESCRIPTION</u> |
|--------------------|---|
| Item 1 | Regular (non-holiday, not overtime) hourly rate for unarmed guard service |
| Item 2 | Overtime (non-holiday) hourly rate for unarmed guard service |
| Item 3 | Regular (non-holiday, not overtime) hourly rate for supervisor |
| Item 4 | Overtime (non-holiday) hourly rate for supervisor |
| Item 5 | Holiday hourly rate for unarmed guard service |
| Item 6 | Holiday hourly rate for supervisor |

Pricing will remain firm throughout the term of the Agreement. No price increases will be authorized.

2. GENERAL REQUIREMENTS:

- 2.1. Any work assignments accepted by District Staff, not authorized by School Police Services, shall be subject to non-payment for services rendered to the District.
- 2.2. The District does not guarantee any specific number of services hour nor is it obligated to purchase any particular number of service hours.
- 2.3. Consultant/Professional shall secure and maintain in effect, always, any licenses, permits, and/or certifications required by law or regulations for the furnishing of services.
- 2.4. Consultant/Professional shall comply with all directives, policies, and regulations the District, California State Board of Education, the State of California Bureau of Consumer Affairs, and any other governmental agency relating to private Consultant/Professional services in public schools. Violation of any law, code, or regulation, as determined by District, shall be grounds for suspension of service without payment.
- 2.5. Consultant/Professional shall submit annual verification to the Consultant/Professional's Representative demonstrating Consultant/Professional complies with said laws, regulations, directives, and codes.
- 2.6. Consultant/Professional will demonstrate good professional judgment and always uphold the highest standards of ethics in the performance of duties.
- 2.7. Consultant/Professional will maintain a professional appearance at all times; such as wearing a name tag, company emblem, and a neat and clean uniform.
- 2.8. Consultant/Professional is required to be on full alert at all times while on duty in anticipation of any potential security violations.

EXHIBIT A

- 2.9. Smoking is strictly prohibited on District property, including parking lots. The Consultant/Professional shall adhere to this rule.
- 2.10. The use of radios (that play music), cassette players, CD players, or other electronic devices with earphones or earplugs is strictly prohibited while on duty.
- 2.11. The Consultant/Professional may park vehicles on District-owned property in marked parking spaces only. However, the Consultant/Professional is not permitted to move or operate vehicles on District property while on duty.
- 2.12. The Consultant/Professional is not permitted to operate District vehicles of any kind.
- 2.13. Only Consultant/Professional staff is authorized to be on District premises. No other person(s) are permitted to be on District property while the Consultant/Professional is on duty.
- 2.14. A District site representative will be designated and shall be responsible for coordinating with the Consultant/Professional for each work assignment.

3. EQUIPMENT PROVIDED BY CONSULTANT/PROFESSIONAL:

- 3.1. The Consultant/Professional shall provide a list of items with their submittal that they are required to always carry with them while on District sites and off-campus venues.
- 3.2. Consultant/Professional will be furnished with radios and will be responsible for making radio calls on behalf of District at any time during the assigned shift.
- 3.3. All equipment shall be provided by Consultant/Professional, at Consultant/Professional's expense, and equipment shall be always maintained in good working order.

4. SPECIFIC REQUIREMENTS:

- 4.1. Basic duties shall include but are not limited to walking patrol, observance for theft, health emergencies, utility failures (e.g., plumbing breaks, smoking or flickering electrical fixtures, riots, fights, fire) as well as the following contained herein:
- 4.2. District representative may direct Consultant/Professionals to clear the stands after an event or contest and before another event or contest begins.
- 4.3. Walking patrol of any fence perimeter, grounds, and parking lots as required by District representative at any given site. Note: Patrol is limited to a walking patrol only.
- 4.4. Check security at all points of entry, including checking locks on all gates and buildings.
- 4.5. Radio in each hour and report the status and condition of the site with the School Police Dispatcher, provided radio communication is issued by District.
- 4.6. Consultant/Professional (Ops Supervisor) may be given one (1) full set of keys (key-holder, building, and gate keys) upon Agreement award, provided deemed appropriate by District. Furthermore, only one (1) set of keys may be issued to the Consultant/Professional, and keys shall not be duplicated. Said set of keys may be secured at Consultant/Professional's office and issued to the Consultant/Professional, and or for any replacement Consultant/Professionals on duty, if applicable. Possession of keys shall remain at District's discretion at all times.
- 4.7. District representatives may direct Consultant/Professionals to check the identification of all individuals entering a facility.
- 4.8. Consultant/Professional shall immediately report to District School Police (619-291-7678) the presence of any individuals (District staff or otherwise) lacking identification or appearing suspicious. District School Police shall provide to Consultant/Professional(s) the appropriate clearance of individuals permitted on District property. In Process
- 4.9. The Consultant/Professional's Consultant/Professional(s) shall maintain an "After Hours Entry Log" to include: time of entry; name; the purpose of entry; and employee ID#. At District's discretion, Consultant/Professionals may be required to maintain a comprehensive "log of patrol activities and/or incidents" occurring on each shift.
- 4.10. The Consultant/Professional(s) may have access to buildings only to use restroom facilities, at District's discretion. Any unauthorized use of District telephones shall be considered, unsatisfactory performance of Consultant/Professional duties.

EXHIBIT A

- 4.11. The District will provide the Consultant/Professional with twenty-four (24) hours-notice to accommodate any changes or adjustments in work shift schedules (additions/reductions). In those cases when services have been requested for more than five (5) consecutive days, the District will provide two (2) working days' notice or 48 hours, whichever is greater, to terminate service if such an adjustment is required. However, in no case shall Consultant/Professional assess District with a penalty, charge, or fee for a late cancellation notice.

5. STAFFING QUALIFICATIONS, LICENSING, AND TRAINING REQUIREMENTS:

The Consultant/Professional and its employees shall comply with all applicable federal, state, county, and city laws and ordinances, including, but not limited to, laws regarding registration and training.

- 5.1. Consultant/Professional shall have a valid Private Patrol Operators License (PPOL) issued by the State of California Bureau of Consumer Affairs.
- 5.2. Consultant/Professionals shall possess a valid Class C or appropriate California (CA) driver's license.
- 5.3. Consultant/Professionals shall be trained in safety, fire prevention, and proper procedures for dealing with emergencies (i.e., fire, earthquake, riot, fights, etc.).
- 5.4. Consultant/Professionals shall be properly licensed by the State of California to provide Consultant/Professional services.
- 5.5. Any Consultant/Professional on duty shall have with them at all times its "Permanent Consultant/Professional Registration Card" as licensed by the State of California Bureau of Consumer Affairs.
- 5.6. District reserves the right to inspect any permanent "Consultant/Professional Registration Card", or CA driver's license at any time when requested by the District, under the terms of this Agreement.
- 5.7. District reserves the right to evaluate, remove or replace any Consultant/Professional as assigned, upon request by District.
- 5.8. Consultant/Professional shall not provide individuals to District that are "Temporarily" licensed.
- 5.9. Any Consultant/Professional equipped with special equipment such as mace, pepper spray, or any other items must possess the required training and "Certificate of Completion" as defined by the State of California Penal Code and Business Professions Code.
- 5.10. District reserves the right to remove Consultant/Professional permanently from the Agreement upon demand. Any individual under Consultant Professional removed and/or debarred shall not work on any other District Agreement or site.
- 5.11. The Consultant/Professional shall provide proof of training as developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs.
- 5.12. The Consultant/Professional shall provide proof of such training for any individual employed (or subcontracted) working more than twenty (20) hours per week in a K-12 school district.
- 5.13. The Consultant/Professional shall not charge District for service resulting when the Consultant/Professional is removed from an assignment for failure to possess a "Permanent Consultant/Professional Card" (i. e., unlicensed Consultant/Professional). Furthermore, should District discover any Consultant/Professional unlicensed for past services rendered, the District shall be entitled to a refund/credit for those services.

6. SUPERVISION:

- 6.1. Consultant/Professional shall provide a staffed central office or an answering service for twenty-four (24) hour access for immediate response to any District request or concern.
- 6.2. Consultant/Professional shall provide random field supervision on District assignments to ensure quality assurance and performance satisfaction.
- 6.3. District may require a supervisor to be present on any given assignment. District site representative(s) will determine the number of supervisor hours needed.

7. WORKING HOURS:

- 7.1. Consultant/Professional may be required to work for extended periods, day or night.
- 7.2. Shifts may be required during a regular working day, weekend, or overnight (e.g., 10 p.m. until 6 a.m.).
- 7.3. Services required for football games typically range between 5 p.m. and 10 p.m.
- 7.4. District site representative(s) may authorize additional hours, in writing, as needed.

EXHIBIT A

- 7.5. District may request service for one (1) Consultant/Professional or several depending on the type of service coverage required.
- 7.6. Consultant/Professional shall be responsible for coverage during breaks and lunch periods. At no time shall Consultant/Professional staff leave duty assignment without replacement coverage in place during an absence for breaks or lunch periods.
- 7.7. Assignment shift hours shall not exceed ten (10) hours at any time or for any reason.
- 7.8. Overtime hours are only allowable with prior written approval by District Site Representative.
- 7.9. District shall pay straight time for District regular holidays, except for the ten (10) official District holidays identified below:
 - New Year's Day
 - Martin Luther King Day
 - President's Day
 - Easter Sunday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Christmas Day

8. INVOICING REQUIREMENTS:

- 8.1. District site representative(s) will be responsible for reviewing and approving invoices to ensure compliance with Agreement terms, conditions, and prices.
- 8.2. Invoices should include the following information:
 - Reference Contract Number
 - Brief description of service(s) provided
 - Date of services
 - Location/site services provided
 - Number of hours
 - Hourly rate
 - Extended price
- 8.3. Consultant/Professional shall provide any supporting documentation with the invoice(s), such as written approvals, if applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for an additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.
 2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
 3. "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of an additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

b. Excess Insurance

This insurance is excess over:

- (1)** Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a)** That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b)** That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c)** That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d)** If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

- (2)** Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Blanket Where Required By Written Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-08-2022

GROUP:
POLICY NUMBER: 9086817-2022
CERTIFICATE ID: 33
CERTIFICATE EXPIRES: 01-24-2023
01-24-2022/01-24-2023

SAN DIEGO UNIFIED SCHOOL DISTRICT SP
4100 NORMAL ST
SAN DIEGO CA 92103-2853

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-24-2022 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

FLORES, CHRISTIAN HARBOR PATROL SP
PO BOX 601403
SAN DIEGO CA 92160

[P1P,HO]

ATTACHMENT 1
DRUG-FREE WORKPLACE CERTIFICATION

I, Christian Flores, am the owner of
(Print Name) (Title)

Harbor Patrol

(Contractor Name). I declare state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Proposer that a drug free workplace will be provided by Proposer by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Proposer's workplace and specifying actions, which will be taken against employees for violation of the prohibition.
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Provider's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Proposer in connection with the Work of the Agreement, the employee agrees to RFP by the terms of the statement.
3. Proposer agrees to fulfill and discharge all of Provider's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Agreement be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to RFP by the terms of that statement.
4. Proposer and I understand that if the District determines that Proposer has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Agreement awarded herein is subject to termination, suspension of payments, or both. Proposer and I further understand that, should Proposer violate the terms of the Drug-Free Workplace Act of 1990, Proposer may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Proposer and I acknowledge that Proposer and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Proposer and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at San Diego, California

DocuSigned by:
 By: Christian Flores January 4, 2023
9EFB6744F6FE436 (Signature) (Date)

Christian Flores owner
 (Typed or Printed Name) (Title)

ATTACHMENT 2

LIST OF EMPLOYEES

(and sub-contractor's employees if any as noted in the Certification Regarding Background Checks form)

The following is a list of our employees and our sub-contractor's employees (if any) who may come in contact with pupils of your District. I will keep this list current and send you a revised copy when there are updates.

| First Name, M.I., Last Name | District Work Site |
|-----------------------------|--------------------|
| 1. Armando Quintal | District Wide |
| 2. Johnny A. Bautista | District Wide |
| 3. Johana D. Garcia | District Wide |
| 4. Ronda L. Sherard | District Wide |
| 5. Itzel Mata | District Wide |
| 6. Jessica Rodriguez | District Wide |
| 7. Alberto Serrano | District Wide |
| 8. Kerrina Koltz | District Wide |
| 9. Joseph Galindo | District Wide |
| 10. Victor Morales | District Wide |

Christian Flores

Contact Name (Officer or Employee)

Owner

Title

DocuSigned by:

Christian Flores

9EFB6744F6FE4183

Authorized Signature

sandiegoharborpatrol@cox.net

E-mail

619 334-8202

Telephone Number

Contract Specialist Initials:

^{DS}
WTR

