

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

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**RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF THE DEPARTMENT OF HOUSING, OR DESIGNEE, IN CONSULTATION WITH THE COUNTY ATTORNEY, TO AMEND THE AGREEMENT WITH EXECUSHIELD, INC. BY (1) EXTENDING THE TERM OF THE AGREEMENT UNTIL MAY 31, 2023; (2) INCREASING THE AMOUNT PAYABLE PURSUANT TO THE AGREEMENT TO A MAXIMUM OF \$349,999; AND (3) BROADENING THE SCOPE OF WORK TO INCLUDE FIRE WATCH DUTIES**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, Pursuant to the Board's authorization (Resolution No. 078452), the County applied for and received a funding award from the Homekey Program to help finance the acquisition of a 51-unit hotel, Comfort Inn & Suites, located at 1818 El Camino Real in Redwood City (APN: 053-122-160) ("Property"), to provide permanent affordable housing for some of the County's most vulnerable residents, including chronically homeless and homeless individuals and households/families; and

**WHEREAS**, On January 4, 2022, the County acquired the Property for \$17,000,000. (Resolution No. 078646). On March 22, 2021, the County issued Request for Proposal (RFP) 1445, seeking a company to provide general security services at the Property. Following a competitive solicitation, Execushield was selected. On April 21, 2022, the County entered into an agreement with Execushield. The term of this agreement is currently from April 21, 2022, through March 31, 2023, and with one 2-year option to extend; and

**WHEREAS,** the current agreement with Execushield is for a maximum of \$199,999.00 which will be nearly, or fully expended as of January/February 2023. An extension of the agreement is needed so that Execushield will continue to provide on-site security services until the Department of Public Works (DPW) is able to complete the installation of security fencing and a security gate, at which point Execushield's services should no longer be needed. It is anticipated the security fencing and gate project will be completed by May 2023; and

**WHEREAS,** Furthermore, DOH has asked Execushield to provide "fire watch services," which is not within its current scope of work. The "fire watch services" will be required until the property has received final certification from the Fire Marshal. DPW has recommended that "fire watch services" can be used until such time as final certification from the Fire Marshall has been received. Execushield is able and willing to perform such services and as such the agreement should be amended to broaden the scope of work to contemplate Execushield providing fire watch services as needed; and

**WHEREAS,** Based on prior monthly costs under the agreement, coupled with costs for the added scope of work, DOH estimates that an additional \$100,000 is needed to pay for Execushield's services through March 2023, and \$50,000 to pay for Execushield's services from April to May; and

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors, County of San Mateo, State of California authorize and direct the

Director of the Department of Housing, or designee, to extend amount, term and scope of work of the initial agreement between the County and Execushield, Inc. for security services at the Casa Esperanza Affordable Housing Project, located at 1818 El Camino Real, Redwood City, California; and

**BE IT FURTHER RESOLVED** that the Board of Supervisors, County of San Mateo, State of California authorize and direct the Director of the Department of Housing, or designee, in consultation with County Counsel, to allocate an additional \$150,000 to the initial contract to cover the additional estimated costs for extended time period. In no event shall County's total fiscal obligation under this Amended Agreement exceed \$349,999; and

**BE IT FURTHER RESOLVED** subject to compliance with all terms and conditions, the term of this Agreement shall be from April 21, 2022, until May 31, 2023, subject to the County's right to terminate the agreement if Execushield's services are no longer needed, unless extended by the parties through mutual written agreement. County may assign this Agreement, or any portion of it, to a third party that has entered a ground lease with County regarding the Property.

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