



Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Arthur Aladjadjian, Public Works Superintendent

Reviewed by: Rob Duboux, Public Works Director/City Engineer

Approved by: Steve McClary, Interim City Manager

Date prepared: August 9, 2021 Meeting date: September 13, 2021

Subject: Professional Services Agreement with American Guard Services, Inc.

RECOMMENDED ACTION: Authorize the Mayor to execute a Professional Services Agreement with American Guard Services, Inc. to provide crossing guard services for Malibu High School, Malibu Elementary School, and City events.

FISCAL IMPACT: Funding for the school crossing guards in the amount of \$38,000 is included in the Adopted Budget for Fiscal Year 2021-2022 in Account Nos. 100-3008-5100 (Public Works/Engineering – Professional Services). There is additional funding for as-needed special events in the Adopted Budget for Fiscal Year 2021-2022 in Account Nos. 100-3008-5100 (Public Works/Engineering – Professional Services), 100-4001-5107 (General Recreation – Contract Personnel), 100-4005-5107 (Skate Park – Contract Personnel) and 100-4011-5107 (Special Events – Contract Personnel).

WORK PLAN: This item was not included in the Adopted Work Plan for Fiscal year 2021-2022. This project is part of normal staff operations.

DISCUSSION: In 2009, the City responded to resident concerns regarding parking and traffic congestion along Morning View Drive and the safety of the students. After a community meeting with elected and school officials, staff reported back to the City Council with several recommendations to improve the flow of traffic in the area including the hiring of crossing guards.

The crossing guard services agreement provides the City with crossing guards at two (2) crosswalks impacted during school hours on Morning View Drive near Malibu High School and one (1) crossing guard at a crosswalk for Malibu Elementary School.

Additionally, this agreement also includes crossing guard services for City events hosted by the Community Services Department.

On May 28, 2021, the City issued a Request for Qualifications/Proposals (RFQ/P) for crossing guard services and on June 24, 2021, the City received two RFQ/Ps, one from American Guard Services, Inc. and the other from All City Management Services. City staff reviewed the proposals and determined that American Guard Services, Inc. has the experience, resources and professionalism needed to carry out the duties efficiently and effectively.

Staff recommends authorizing the Mayor to execute a professional services agreement with American Guard Services, Inc. for crossing guard services.

ATTACHMENT: Professional Services Agreement with American Guard Services, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of August 23, 2021, by and between the City of Malibu (hereinafter referred to as the "City"), and American Guard Services, Inc. (hereinafter referred to as the "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to the crossing guard program for the City of Malibu.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in Exhibit "A", Scope of Work, attached to and made part of this Agreement, except that, to that any provision in Exhibit "A" conflicts with this agreement, the provisions of this agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on August 19, 2021, and will remain in effect for a period of 2 years from said date unless otherwise expressly extended one (1) year increments up to a total of three (3) additional years and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with Exhibit "A", Scope of Work's fee and Exhibit "B" cost schedule. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the

singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will

nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY: Steve McClary
Interim City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 224
FAX (310) 456-2760

CONSULTANT: Gerald A. Gregory
Executive Vice President
American Guard Services, Inc.
1125 W. 190th Street
Los Angeles, CA 90248
TEL (800) 441-1808

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signature. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make

one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials 

This Agreement is executed on August 23, 2021, at Malibu, California, and effective as of August 19, 2021.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

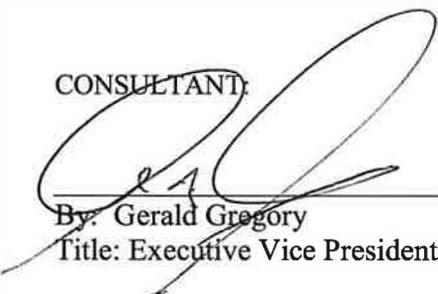
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

JOHN COTTI, Interim City Attorney

CONSULTANT:



By: Gerald Gregory
Title: Executive Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	CONTACT NAME: Lindsey Paparello PHONE (A/C, No, Ext): (713)521-9251 E-MAIL ADDRESS: lpaparello@eldoradoinsurance.com	FAX (A/C, No): (713)521-0125
	INSURER(S) AFFORDING COVERAGE	
INSURED American Guard Services, Inc. 1125 W. 190th Street Los Angeles CA 90248	INSURER A: Lexington Insurance Company	NAIC # 19437
	INSURER B: Zurich American Insurance Co.	27855
	INSURER C: Endurance American Specialty Ins. Co.	10641
	INSURER D: Westchester Surplus Lines Ins. Co.	10172
	INSURER E: United Wisconsin Insurance Company	29157
	INSURER F: Hiscox Insurance Company	10200

COVERAGES

CERTIFICATE NUMBER: AGS - All Certs - 11.20

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			080878076	11/19/2020	11/19/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> Errors & Omissions						MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY			BAP0885493-05	11/19/2020	11/19/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		ELD30002147800 & -8142700	11/19/2020	11/19/2021	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		G71839916001			AGGREGATE	\$ 10,000,000
D	DED	RETENTION \$		018303236 (lexington)	6/18/2021	11/19/2021		\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC600-00097-021-SZ	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
F	1st & 3rd party Crime			UC21824594.20	11/14/2020	11/14/2021	Aggregate	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Malibu, its Boards, Officers, officials, Agents, volunteers and Employees; The Re: RFP City Crossing Guard Services; General Liability and Business Auto policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

CERTIFICATE HOLDER**CANCELLATION**

City of Malibu Public Works Department Attn: Arthur Aladjajian 23825 Stuart Ranch Road Malibu, CA 90265	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R.L. Ring, Jr./LINDS 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: AMERICAN GUARD SERVICES INC.

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):
BLANKET PER WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an “insured” for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

ENDORSEMENT

This endorsement, effective 12:01 AM 11/19/2020

Forms a part of policy no.: 080878076

Issued to: AMERICAN GUARD SERVICES, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

GUARDSECURE[®] SECURITY RELATED GENERAL AND PROFESSIONAL LIABILITY POLICY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" or "wrongful act".
- B.** The insurance provided to the above described additional insured under this endorsement is limited as follows:
- 1. COVERAGE A BODILY INJURY, PROPERTY DAMAGE AND PROFESSIONAL LIABILITY (SECTION I - COVERAGES) only.**
 - 2.** The person or organization is only an additional insured with respect to liability arising out of "your work" or your "professional services".
 - 3.** In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 - 4.** This insurance does not apply to "bodily injury", "property damage" or "professional liability" arising out of:
 - a.** "Your work" or your "professional services" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy; or
 - b.** The sole negligence of the additional insured for its own acts or omissions or those of its employees or anyone else acting on its behalf.
 - 5.** Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether provided on a primary, excess, contingent or on any other basis, unless the written contract or written agreement with the additional insured specifically requires that this insurance be primary and non-contributory with any other insurance issued to the additional insured. In such case, this insurance shall be primary and non-contributory with any other insurance issued to the additional insured.

- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" or "wrongful act" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to be "R. B.", written over a horizontal line.

Authorized Representative

ENDORSEMENT

This endorsement, effective **12:01 AM** 11/19/2020

Forms a part of policy no.: 080878076

Issued to: AMERICAN GUARD SERVICES, INC.

By: LEXINGTON INSURANCE COMPANY

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

SCHEDULE

Name of Person or Organization

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shown in the Schedule above shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.



Authorized Representative

EXHIBIT "A"

CROSSING GUARD SERVICES SCOPE OF WORK

The Consultant shall provide all professional services described hereinbelow.

Crossing Guard Services for School(s):

- Provide crossing guard services at each location on scheduled school days unless otherwise directed by the City
- Provide a total of three (3) crossing guards for a minimum of 4 hours each per day on all scheduled school days unless otherwise directed by the City
- Crossing guards shall be at the designated crosswalks during morning drop-off and afternoon pick-up
- Crossing guards shall be present at least 30 minutes prior to morning drop-off and afternoon pick-up times

Additional Crossing Guard Services:

- Provide crossing guard services at various locations directed by the City
- Provide crossing guards for a minimum of 4 hours per day
- Crossing guards shall remain at the designated crosswalks during scheduled shift
- Crossing guards shall be present at least 30 minutes before the scheduled shift
- Crossing guards shall report to the on-site City supervisor when working a shift at City facilities
- Crossing guards shall communicate and confirm predetermined break schedules with the on-site City supervisor
- Coordinating any scheduling and any schedule changes directly with the City
- Providing payroll and workers' compensation for all guards
- Providing training to all new hires
- Maintaining sufficient numbers of alternate guards and guaranteeing crossing guard coverage for absent or sick guards
- Supplying all necessary equipment, including signs, traffic vests, whistles, and raincoats
- Submitting invoices to the City of Malibu monthly for the number of hours worked by crossing guards during the previous month

Minimum Standards for Crossing Guards:

- Be able to read, write and speak English.
- Be a minimum of 18 years old.
- Not have any felony convictions, misdemeanor convictions involving crimes against children, or convictions involving any violent crime.
- Not be a registered sex offender or narcotics offender (background check to be done by the firm).
- Have the ability to communicate clearly and concisely with motorists and pedestrians.
- Demonstrate the following abilities and characteristics:

- Good physical condition, including sight and hearing
- Mental alertness
- Neat appearance
- Good character
- Dependability
- Sense of responsibility for the safety of children
- Good verbal communication skills
- Familiarity with traffic rules and regulations

Supervision:

A local area supervisor shall be available at all times to see that guard activities are taking place at required locations and times. The supervisor shall assign schedules, monitor, and supervise crossing guards when necessary, and have a vehicle to travel to work sites. The supervisor shall visit each school site at least once a month. The supervisor must be available to the City by promptly returning phone calls or emails and supplying City staff with an emergency contact number. The supervisor must work with City staff to schedule 15-minute breaks, and lunch breaks a minimum of one week before the scheduled shift. The supervisor must be available to respond to problems and/or complaints.

Training and Orientation:

Training and orientation shall be provided prior to deploying any crossing guard or reserve crossing guard. The Consultant shall provide all training and orientation procedures.

EXHIBIT "B"

COMPENSATION SCHEDULE

Crossing Guards for Malibu High School	2021/2022	2022/2023	2023/2024
Number of Guards	3	3	3
Hours of Service per Day	4	4	4
Number of Days per Year	180	180	180
Total Estimated # of Hours	1,440	1,440	1,440
Hourly Rate (\$/hr)	\$ 26.38	\$ 27.21	\$ 27.86
Approximate Cost per Year	\$ 37,987.20	\$ 39,182.40	\$ 40,118.40