



# Council Agenda Report

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

Prepared by: Kristin Riesgo, Community Services Deputy Director

Reviewed by: Jesse Bobbett, Community Services Director

Approved by: Reva Feldman, City Manager

Date prepared: July 23, 2019 Meeting date: August 12, 2019

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

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**RECOMMENDED ACTION:** Authorize the City Manager to execute a Professional Services Agreement with American Guard Services, Inc. to provide professional park security services through August 22, 2022.

**FISCAL IMPACT:** Funding in the amount of \$46,359 was included in the Adopted Budget for Fiscal Year 2019-2020 in Account Number 100-4010-5100 (Park Maintenance Professional Services).

**DISCUSSION:** Since 2010, the City has contracted with a professional security company to clear and secure the Malibu Equestrian Park, Las Flores Creek Park, and Trancas Canyon Park, 365 days per year. The City recently issued a Request for Proposals (RFP) for a new agreement. The City received seven proposals through the RFP process:

<u>Security Services Company</u>	<u>Bid Amount</u>
Alltech Industries, Inc.	\$37,844
American Guard Services, Inc.	\$47,523
BSecure Services	\$81,900
Gates Private Security	\$36,000
Public Security, Inc.	\$49,273
Select Patrol	\$35,952
TST Private Security	\$33,400

Alltech Industries, American Guard Services (AGS), and Select Patrol were chosen to participate in the interview process based on their thorough proposal, related

experience, and qualifications. Firms not selected for an interview submitted incomplete proposals, or their response did not demonstrate a sufficient understanding of the scope of work.

After conducting interviews and checking references, staff selected AGS for the new agreement. While Alltech and Select Patrol both proposed a lower annual fee, AGS was chosen due to their professionalism, officer training program, and mobile recording systems. Additionally, AGS is committed to environmentally sound business practices and will utilize electric vehicles and paperless forms under the new agreement. Alltech and Select Patrol proposed using gas or hybrid vehicles.

Staff worked with AGS to adjust the proposed cost for the agreement based on the expected number of service hours needed to perform the Scope of Work. The adjustments reduced the proposed cost for the agreement by \$1,164 annually to \$46,359.

Staff recommends the Council authorize the City Manager to execute a Professional Services Agreement with American Guard Services to provide professional security services for through August 22, 2022.

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

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of August 12, 2019 by and between the City of Malibu (hereinafter referred to as the "City"), and American Guard Services, Inc. (hereinafter referred to as "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 services to secure Trancas Canyon Park, Las Flores Creek Park, and the Malibu Equestrian Park at closing.

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 the Scope of Work, attached to and made part of this Agreement, except that, to the extent 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 22, 2019, and will remain in effect for a period of 3 years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

**3.0 CITY AGENT.** The City Manager, 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 their 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 the Scope of Work's fee and cost schedule. The cost of services shall be a flat fee of \$3,864 per month, not to exceed \$47,000 per year. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or their designee.

4.1 The Consultant shall submit to the City, by no later than the 10<sup>th</sup> 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 Incomplete Work.** The City may deduct fees for any incomplete work or non-service days detailed in the Scope of Work at a deduction of \$75 per day. At the request of the City, the Consultant may be required to provide copies of completed daily inspections, log-in sheets, forms or vehicle dash-camera film.

**6.2 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.

6.2.1 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.

6.2.2 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.

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

**6.4 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.

**6.5 Insurance.**

6.5.1 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 (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) shall be maintained by the Consultant.

(b) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage shall be maintained by the Consultant. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(c) Automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the scope of work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident shall be maintained by the Consultant.

(d) Umbrella or excess liability insurance with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

1) A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason

- reimbursement
- 2) Pay on behalf of wording as opposed to
- policies
- 3) Concurrency of effective dates with primary
- primary policies.
- 4) Policies shall "follow form" to the underlying
- insureds under the umbrella or excess policies.
- 5) Insureds under primary policies shall also be

6.5.2 Other insurance provisions and requirements:

(a) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(b) General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(c) Coverage provided by the Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) 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."

(e) The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, his agents, representatives, employees or sub-consultants.

(f) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other

requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**6.6 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.

**6.7 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.

**6.8 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.

6.8.1. 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.

**6.9 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.

**6.10 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.

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

**6.12 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.

**6.13 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.

**6.14 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.

**6.15 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.

**6.16 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.

**6.17 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.

**6.18 Attorneys' Fees.** The parties hereto acknowledge and agree that each will bear his/her 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.

**6.19 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.

**6.20 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:** Reva Feldman  
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. 190<sup>th</sup> Street  
Los Angeles, CA 90248  
TEL (800) 441-1808

**6.21 Warranty of Authorized Signatories.** 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.

**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 GG

This Agreement is executed on \_\_\_\_\_, 2019, at Malibu, California, and effective as of August 22, 2019.

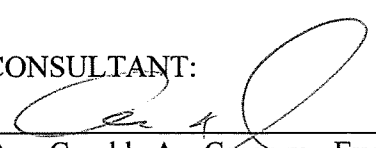
CITY OF MALIBU:

\_\_\_\_\_  
REVA FELDMAN, City Manager

ATTEST:

\_\_\_\_\_  
HEATHER GLASER, City Clerk  
(seal)

CONSULTANT:

  
\_\_\_\_\_  
By: Gerald A. Gregory, Executive Vice  
President

APPROVED AS TO FORM:

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

\_\_\_\_\_  
CHRISTI HOGIN, City Attorney

## **EXHIBIT A**

### **SCOPE OF WORK PROFESSIONAL SERVICES AGREEMENT**

The Contractor will be responsible for securing and locking three (3) City of Malibu park facilities 365 days a year, including holidays.

#### Park Facilities

The Contractor will be responsible for securing access gates at three (3) City of Malibu parks.

- Trancas Canyon Park - 6050 Trancas Canyon Road, Malibu, CA 90265
- Las Flores Creek Park - 3805 Las Flores Canyon Road, Malibu, CA 90265
- Malibu Equestrian Park - 6225 Merritt Drive, Malibu, CA 90265

#### Securing Park Facilities

Personnel will secure the park access gates daily at 7:00 pm or dusk, whichever is earlier. Personnel will begin clearing the park 15 minutes before the closure time and will verify the park and restrooms are clear of all patrons before locking the restroom facilities and entry gate. Personnel will properly communicate and enforce the City's park rules and municipal code.

Personnel will contact the Los Angeles County Sheriff Department Lost Hills Division to request assistance when confronted by a park patron refusing to leave park sites. Personnel will remain on-site until patrons leave the park or Sheriff's Deputies arrive to remove patrons from the park.

#### Reporting

The Contractor will have up to 24 hours to provide a written report and any available video surveillance to the Community Services Director and/or his designee in the event of an incident, an accident involving an injury, or any situation where the Sheriff's Deputies are called.

At the request of the Community Services Director and/or his designee, the Contractor may be requested to provide copies of daily inspection forms, log-in sheets or other recording devices related to the Scope of Work.

Personnel will report any park maintenance issues observed while clearing the park to the Community Services Director and/or his designee via e-mail or telephone by the next business day.

#### License

The Contractor shall possess all valid local, state, and federal licenses required to perform the duties described in the Scope of Work.

Response Time

The Contractor shall respond to all calls within one (1) hour during normal business hours and two (2) hours at night, weekends, and holidays. This response time shall be in effect 24 hours a day, seven (7) days per week.

Additional Work

The Contractor shall provide additional services requested by the City as an emergency service as designated by the Community Services Director and/or his designee. The Contractor will be compensated at the hourly rate as set forth in the fee schedule of the Agreement. Request for additional work shall be made by email or telephone call.

**EXHIBIT B**  
**FEE SCHEDULE PROFESSIONAL SERVICES AGREEMENT**

<b>Position</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
Patrol Officer	\$3,863.25	\$46,359

Incomplete work or non-service days will be deducted at \$75 per day.

Emergency services shall be billed at a rate of \$40 per hour.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/26/2019

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).

<b>PRODUCER</b> El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	<b>CONTACT NAME:</b> Tracy L Henry <b>PHONE (A/C, No, Ext):</b> 832-320-4544 <b>FAX (A/C, No):</b> 832-320-4594 <b>E-MAIL ADDRESS:</b> thenry@eldoradoinsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Zurich American Ins Co</td> <td>27855</td> </tr> <tr> <td>INSURER B:</td> <td>Endurance American Insurance Company</td> <td>10641</td> </tr> <tr> <td>INSURER C:</td> <td>Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER D:</td> <td>Hiscox Insurance Company</td> <td>10200</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Ins Co	27855	INSURER B:	Endurance American Insurance Company	10641	INSURER C:	Colony Insurance Company	39993	INSURER D:	Hiscox Insurance Company	10200	INSURER E:			INSURER F:	
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INSURER F:																					
<b>INSURED</b> American Guard Services, Inc. 10803 Gulfdale Suite 125 San Antonio TX 78216																					

**COVERAGES**      **CERTIFICATE NUMBER:** V-AGS (10-20-18) W-CRM      **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$25,000 Deductible			EOL0288450-01	10/20/2018	10/20/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COM/POP AGG	\$ 3,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP0885493-02	10/20/2018	10/20/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EXC30000484301 (\$5M x Primary)			EACH OCCURRENCE	\$ 10,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			RR4460605 (\$5M x \$5M)			AGGREGATE	\$ 10,000,000
	DED				10/20/2018	10/20/2019		\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 0093650-03	9/30/2018	9/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Crime - 1st & 3rd Party			UC21824594.18	10/31/2018	10/31/2019	LIMIT	\$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; Certificate Holder is named as Additional Insured on the General Liability policy. The General Liability & Business Auto policy includes a Blanket Automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the Named Insured and the Certificate Holder that requires it.

<b>CERTIFICATE HOLDER</b>  City of Malibu Public Works Department 23825 Stuart Ranch Road Malibu, CA 90265	<b>CANCELLATION</b>  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./KDEGRE
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