

CITY OF CARSON

CONTRACT SERVICES AGREEMENT FOR CROSSING GUARD SERVICES FOR THE CITY OF CARSON BY WORLD PRIVATE SECURITY, INC.

This Contract Services Agreement ("Agreement") is made and entered into this 4th day of March, 2015, by and between the City of Carson, a general law city & municipal corporation ("City"), and World Private Security, Inc., a California corporation. ("Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Three Hundred and Eighty Thousand Seven Hundred Dollars Zero Cents (\$380,700.00) ("Contract Sum").

2.2 Method of Payment. Provided that Contractor is not in default under the terms of this Agreement, Contractor shall be paid pursuant to the method described in the "Schedule of Compensation" as set forth in *Exhibit C*.

Exhibit No. 1

3.0 COORDINATION OF WORK

3.1 Representative of Contractor. Fred Youssif is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. The City's City Manager, is hereby designated as being the representative of the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City may designate another Contract Officer by providing written notice to Contractor.

3.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth on *Exhibit "A"*. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of general liability insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City's officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 4.1.

4.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including

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WORLD PRIVATE SECURITY, INC.

liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect from July 1, 2015 and for thirty-six (36) consecutive calendar months thereafter.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

6.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Contractor shall provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by

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WORLD PRIVATE SECURITY, INC.

prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Carson, Community Services Department, Public Safety Division/Emergency Services, 701 E. Carson Street, Carson, California 90745, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or make a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

6.11 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or

regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5 Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials

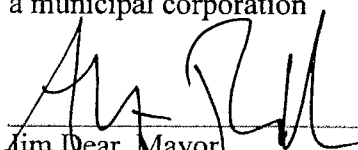
A handwritten signature in black ink, appearing to be 'JH' or similar initials, written over a horizontal line.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement to be effective July 1, 2015..

CITY:

CITY OF CARSON,
a municipal corporation

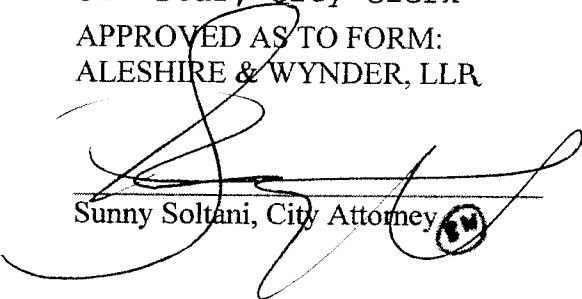

Jim Dear, Mayor

~~Elito M. Santarina, Mayor Pro Tem~~
Albert Robles, Mayor

ATTEST:


~~Jim Dear, City Clerk~~
Jim Dear, City Clerk

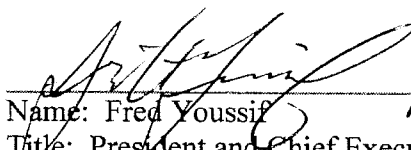
APPROVED AS TO FORM:
ALESHERE & WYNDER, LLR


Sunny Soltani, City Attorney

CONTRACTOR:

WORLD PRIVATE SECURITY SERVICES, INC.


By:


Name: Fred Youssif

AKA: FARID YOUSSEF

Title: President and Chief Executive Officer

By:


Name: Lt. Naylon Farlough

Title: Operations Manager

Address: 16921 Parthenia St., Suite 201
Northridge, CA 91343

[END OF SIGNATURES]

See Attached
Ack.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On April 8, 2015 before me, Mohammad Kishawi, Notary Public

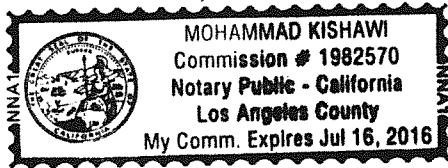
personally appeared Faiz Younsif and Naylan

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who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Contract Document Date: 4/8/15

Number of Pages: 7 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"

SCOPE OF SERVICES

Contractor will perform the following services to develop, implement and maintain a crossing guard services program ("Project"):

TASK 1. Contractor shall provide crossing guard services at locations and times determined by the Contract Officer. City reserves the right, in its sole and absolute discretion, to change the locations of Contractor's crossing guards. As of the execution of this Agreement, crossing guard locations are established as follows:

189 th / Towne	228 th St. / Catskill
213 th / Bolsa	236 th / Catskill
213 th / Water	236 th / Panama
215 th / Main	Avalon / Scottsdale
215 th / Orrick	Billings / Sherman Dr.
220 th / Avalon	Calbas / Bonita
220 th / Bonita (N/E)	Carson / Bonita (N/E)
220 th / Bonita (N/W)	Carson / Bonita (S/E)
223 rd / Moneta	Carson / Santa Fe (N/W)
224 th Pl./Caroldale	Turmont / Central Ave.
224 th St. / Catskill	

TASK 2. Contractor shall provide crossing guards with all necessary and required safety equipment. Safety Equipment shall include, but not be limited to, an ANSI approved safety vest and apparel by which the guard is readily identifiable as a Crossing Guard, handheld stop sign and a whistle. Apparel must be appropriate for all weather conditions. Apparel and equipment shall be approved by City's Contract Officer.

TASK 3. Contractor shall provide training, at no cost to the City, for its crossing guards in accordance with all state or local laws, ordinances, or regulations. Crossing Guards shall be tested annually to ensure they meet all required laws ordinance or regulations. Contractor shall maintain all records documenting training of all crossing guards, which records shall be available for inspection and copying by City.

TASK 4. Contractor shall provide supervisory personnel to ensure that all crossing guard locations are staffed during the required or appropriate times and that all crossing guards are providing services in accordance with Contractor's training.

TASK 5. Contractor shall provide adequate reserve personnel to staff locations left vacant by illness, injury, or by personnel who fail to report for work. In the event a location is not

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WORLD PRIVATE SECURITY, INC.

staffed, the Contractor agrees to pay or, in the alternate, reduce monthly billing by \$100.00 for any portion of one hour not staffed by the contractor.

TASK 6. Contractor shall be responsible for all time keeping and payroll functions related to crossing guard wages and benefits.

TASK 7. City reserves the right, in its sole and absolute discretion, to require Contractor to remove or reassign a crossing guard for the convenience of City.

All items under Tasks 1-7 will be completed no later than the termination date of the Agreement.

All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT "B"

SPECIAL REQUIREMENTS

Additions are underlined (e.g., underline) and deletions are stricken through (e.g., ~~delete~~).

1, SECTION 2.1 (Contract Sum) is hereby amended as follows:

For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. Compensation for each hour, per guard, for permanent or relief crossing guard services may not exceed the sum of Fourteen Dollars and Twenty-five Cents (\$14.25) in FY 2015/16, Fourteen Dollars and Fifty Cents (\$14.50) in FY 2016/17 and FY 2017/18.

Compensation for each hour for one Field Supervisor may not exceed the sum of Sixteen Dollars and Zero Cents (\$16.00) in FY 2015/16; Sixteen Dollars and Twenty-five Cents (\$16.25) in FY 2016/17; and Sixteen Dollars and Fifty Cents (\$16.50) in FY 2017/18.

Compensation for each hour for one 2nd Level Supervisor may not exceed the sum of Fifteen Dollars and Seventy-Five Cents (\$15.75) per hour in FY 2015/16 and FY 2016/17; Sixteen Dollars and Zero Cents (\$16.00) in FY 2017/18.

The amount of Eight Thousand (8,000) hours of services per year, and the maximum amount of this Agreement shall not exceed One Hundred Twenty-Five Thousand Four Hundred Sixty Dollars and Zero Cents (\$125,460.00) in FY 2015/16; One Hundred Twenty-Seven Thousand Four Hundred Forty Dollars and Zero Cents (\$127,440.00) in FY 2016/17; One Hundred Twenty-Seven Thousand Eight Hundred Dollars and Zero Cents (\$127,800.00) in FY 2017/18. The total contract ("Contract Sum") shall not exceed Three Hundred Eighty Thousand Seven Hundred Dollars and Zero Centers (\$380,700.00).

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

For the services required herein, the Contractor shall be paid the following:

- I. Contractor will provide **Permanent** and/or **Relief Crossing Guard Services** for all Crossing Guard positions specified by the Contract Officer. All Crossing Guards utilized by Contractor would be employees of Contractor and covered by Contractor's Workers' Compensation Insurance and General Liability Insurance.
- II. Contractor will bill the City of Carson for Permanent Crossing Guard Services at a rate of Fourteen Dollars and Twenty-Five Cents (**\$14.25**) per hour, per guard in FY 2015/16; Fourteen Dollars and Fifty-Centers (**\$14.50**) per hour, per guard in FY 2016/17 and FY 2017/18. Permanent Crossing Guard sites would be any such sites designated by the Contract Officer for the duration of this Agreement.
- III. Contractor will bill the City of Carson for Relief Crossing Guard Services at the same rate as for Permanent Crossing Guard as stated in the previous provision.
- IV. The fee for coordination and supervision is four (4) hours per day for each day the schools serviced by the Carson Crossing Guard Program are in session. For any Relief Staffing Services provided, Contractor will bill the City a minimum of two (2) hours per actual location staffed. The cost for coordination by one 2nd Level Supervisor would be at the rate of Fifteen Dollars and Seventy-Five Cents (\$15.75) per hour in FY 2015/16 and FY 2016/17; Sixteen Dollars and Zero Cents (\$16.00) in FY 2017/18. The fee for one Field Supervisor would be at the rate of Sixteen Dollars and Zero Cents (\$16.00) per hour in FY 2015/16; Sixteen Dollars and Twenty-Five Cents (\$16.25) per hour in FY 2016/17; and Sixteen Dollars and Fifty Cents (\$16.50) per hour in FY 2017/18.
- V. Wherever possible, Contractor shall make every effort to recruit, hire, train, and staff Crossing Guards for the Carson Crossing Guard program from current residents of the City of Carson.
- VI. The City will compensate Contractor for the Services performed upon submission of a valid invoice. The invoice is to include:
 - A. Line items for all the work performed, the number of hours worked, and the hourly rate.

The total compensation for the Services shall not exceed the Contractor Sum, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The frequency services and the location of crossing guard services are listed in the following table, which identifies the locations where crossing guards will be stationed and the total number of hours to be allotted per location per day. City reserves the right, in its sole and unfettered discretion, to adjust the dates and times of crossing guard services based upon annual individual school schedules.

City of Carson School Crossing Guard Services

Location	Site Number	School	Maximum Hours per Day
Billings / Sherman Dr.	1	Ambler Elementary	4
Turmont / Central Ave.	2	Annalee Elementary	4
220 th / Bonita (N/E)	3	Bonita Street Elementary	4
220 th / Bonita (N/W)	4	Bonita Street Elementary	4
220 th / Avalon	5	Bonita Street Elementary	4
Carson / Bonita (N/W)	6	Carnegie Middle School	4
Carson / Bonita (N/E)	7	Carnegie Middle School	4
Calbas / Bonita	8	Carnegie Middle School	4
224 th Pl./Caroldale	9	Caroldale Learning Community	4
223 rd / Moneta	10	Caroldale Learning Community	4
215 th / Main	11	Carson Elementary	4
213 th / Bolsa	12	Carson Elementary	4
215 th / Orrick	13	Carson Elementary	4
Avalon / Scottsdale	14	Catskill Elementary	4
236 th / Panama	15	Catskill Elementary	4
236 th / Catskill	16	Catskill Elementary	4
213 th / Water	17	Del Amo Elementary	4
224 th St. / Catskill	18	Dolores Elementary	4
228 th St. / Catskill	19	Dolores Elementary	4
Carson / Santa Fe (N/W)	20	Dominguez Elementary	4
189 th / Towne	22	Towne Avenue Elementary	4
Total Hours/Day			84



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2014

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 Tolman & Wiker Insurance Services LLC #0E52073 5001 California Ave. Suite 150 Bakersfield CA 93309		CONTACT NAME: Tina Jacquez PHONE (A/C, No, Ext): (661) 616-4700 FAX (A/C, No): (661) 616-4500 E-MAIL ADDRESS: tjacquez@tolmanandwiker.com															
INSURED World Private Security 16921 Parthenia Street Suite 201 Northridge CA 91343		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Steadfast Ins Co</td><td>26387</td></tr><tr><td>INSURER B: American Guarantee and Liabili</td><td>26247</td></tr><tr><td>INSURER C: State Compensation Ins Fund</td><td>35076</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Steadfast Ins Co	26387	INSURER B: American Guarantee and Liabili	26247	INSURER C: State Compensation Ins Fund	35076	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 14/15 MASTER 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions <input checked="" type="checkbox"/> \$1,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC		EOL9247160-02	12/15/2014	12/15/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPAD AVG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ N/A		AUC 0083669 00	12/15/2014	12/15/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	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 <input type="checkbox"/> N/A	9081913-2014	12/15/2014	12/15/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E/L EACH ACCIDENT \$ 1,000,000 E/L DISEASE - EA EMPLOYEE \$ 1,000,000 E/L DISEASE - POLICY LIMIT \$ 1,000,000

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

Proof of Insurance.

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance.

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

Nick Langer/TINAJ