



## **SECURITY SERVICE AGREEMENT**

(draft amendment 64/35/16)

Privileged Work Product — Attorney Client Privilege

This Security Service Agreement ("Agreement") is entered into as of this **1st** day of ~~May, 2013~~ June, 2016, through **April 30, 2018** by and between **Andrews International, LLC ("A/I")** and **Hollywood Property Owners Alliance ("Client")**.

### **RECITALS**

**WHEREAS**, A/I is in the business of furnishing security services; and

**WHEREAS**, Client desires to retain the security services of A/I and A/I desires to provide such services, on the terms and conditions set forth herein;

**THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

#### **1. Protected Premises.**

This Agreement shall be applicable to the premises described as the **Hollywood Entertainment District**, the surrounding real property located in Hollywood, California, (see attached map in Client's Request for Proposal.)

#### **2. Services Furnished.**

- a. **Patrol:** A/I shall furnish to Client uniformed security officers to provide security services at designated locations throughout the Hollywood and Sunset Vine business Improvement Districts. The hours of duty of the officers will be as agreed upon from time to time during the term hereof by Client and A/I. All uniformed officers furnished pursuant to this Agreement will either be stationed at designated points or, as directed by Client, will maintain a constant patrol. A/I agrees to revise the scheduled hours of the officers hereunder in accordance with requests made by Client and agreed to by A/I. Additionally, A/I will develop and maintain Post Orders directing the duties and actions of the security staff.

b. **Uniforms and Equipment:** While on duty at the Premises, each officer will have a badge indicating his or her status as a security officer and such other equipment as A/I shall deem necessary or appropriate in order for each officer to accomplish his or her duties in a professional and workmanlike manner in accordance with industry standards. The uniform shall be approved by the Client's Security Committee and initially shall consist of a navy blue polo shirt, navy blue pants and appropriate wet-weather gear. The uniforms shall be replaced periodically to protect against wear and fading. Individual officer names need not be worn by the officers.

c. The uniform shall include the logos for the Hollywood Entertainment District and Sunset & Vine BID. The automobiles shall include the logos for the Hollywood Entertainment District and Sunset & Vine BID. Business cards distributed by security personnel shall also include the logos for the Hollywood Entertainment District and Sunset & Vine BID.

b.d. The Client shall own the digital radio and repeater system, which includes the outdoor cabinet that houses the repeater, the repeater, 21 radios, radio batteries and the power supply box. [NOTE: THIS ONLY APPLIES TO HOLLYWOOD CONTRACT, NOT SUNSET CONTRACT]

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e.e. All such services will be provided by A/I completely separate and distinct from services provided by A/I to any other person or entity with whom it has separately contracted.

d.f. Attached hereto are Clients Request for Proposal (RFP) and A/I's response, which are incorporated herein by their reference as though set forth in full. To the extent any conflict arises between the RFP and response and this Agreement, the RFP and response this Agreement will control, but all are to be read and interpreted consistently to the extent possible.

### 3. **Billing and Compensation.**

In consideration for the services to be provided by A/I hereunder, Client agrees to pay A/I fees in accordance with the quotation sheet (Attachment A); such fees to be payable upon weekly billing. Court time incurred by A/I shall be billed to Client at the overtime rate plus expenses. An interest charge of one and one-half percent (1.5%) per month shall accrue on all balances remaining unpaid 30 days after the due date. A/I fees shall be reviewed annually and adjusted based on a cost of living increase in accordance with good faith negotiations between A/I and Client.

### 4. **License.**

A/I represents and warrants that it is licensed in the State of California and otherwise as may be required from time-to-time by local laws and regulations



to perform the services specified herein and agrees that its license will be maintained during the term of hereof.

## **5. Training, Selection and Employment of Security Officers.**

A/I hereby represents and warrants that all armed officers assigned to Client's premises pursuant to this Agreement shall have successfully completed all required training courses of A/I, including possession of a current California Guard Card and Gun Card. Unarmed officers shall possess current California Guard Cards. ~~A/I agrees to maintain at its office, for inspection by Client during normal business hours, proof of training of all security officers assigned to Client's premises.~~ All security officers will be employees of A/I, and A/I shall be responsible for all salaries and expenses of, and all federal and state withholding, payroll and comparable taxes relating to, such employees. A/I retains the right to determine the identity of the guard(s) who will be assigned to Client's premises ~~based upon subject to~~ approval and agreement by Client ~~if requested~~. Armed Officers shall have had experience in a professional law enforcement agency and shall have obtained a California POST Certificate or the equivalent out of state certificate at some point in their career. Current POST certification is not required. Should an officer be considered for hire that has been suspended without pay or fired from a law enforcement agency, such action shall be discussed and approved by Client.

## **6. Supervision of Officers.**

Supervision of officers furnished pursuant to this Agreement will be and remain the sole responsibility of A/I. A/I hereby agrees that designated supervisory personnel of A/I will be identified to Client and reasonably available to Client for the purpose of conferring with representatives of Client with respect to the services to be rendered hereunder. ~~The records associated with all personnel hired or retained by A/I belong to A/I and Client does not lay claim to these records.~~

## **7. Reports, Records, Work Product and Confidentiality**

**a. Reports:** A/I will keep reports concerning the performance of the services required by this Agreement. ~~Reports that will be created and shared with Client include: (1) aggregated statistics documenting private persons arrests, calls for service; social service referrals and citizen contacts (keep weekly and aggregated annually); (2) monthly narrative reports highlighting key activities performed by A/I including: meetings attended; notable arrests; homeless outreach and referrals; notable business and community contacts, and training.~~

**b.a. Records:** A/I shall keep such books and records as shall be necessary to perform the services required by this Agreement ~~and enable Client to evaluate the performance of such services. The Client~~

~~shall have full and free access to such books and records at all times during normal business hours, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of services hereunder and Client shall have access to such records in the event any audit is required. Any data systems utilized by A/I to maintain or store records are owned exclusively by A/I and Client shall have no access to these systems.~~ For avoidance of doubt, this subsection shall survive the termination or expiration of the Agreement.

**e.b. Ownership of Work Product:** All drawings, specifications, reports, records, documents, photographs, field investigation cards, logs, arrest reports, and other material prepared by A/I in the performance of this Agreement shall be the property of ~~the Client and shall be delivered to the Client upon Client's request or upon termination of the Agreement.~~ A/I. ~~A/I Client~~ shall be the sole owner of the work product. Work product shall not be released publicly by ~~A/I one party hereto~~ without the prior written approval of the ~~other party Client.~~ For avoidance of doubt, this subsection shall survive the termination or expiration of the Agreement. Upon any termination of this Agreement, A/I shall make available to any successor security provider for Client such work product as A/I reasonably shall determine will be useful to such successor in performance of its work for Client exclusive of A/I proprietary material and as otherwise agreed in consultation with Client.

**~~d. Delivery of Work Product Upon Termination:~~** ~~A/I shall be paid for all undisputed services completed and Client shall be entitled to any other compensation or damages of any kind resulting from a termination under this Agreement. Upon any expiration or termination of this Agreement by Client, A/I shall promptly deliver to Client the work product performed up to that time prior to the final weekly payment being released.~~

**e.c. Confidentiality:**

i. A/I shall maintain as confidential all information, data or other documents or materials obtained from Client or relating to the services or the results thereof and shall not release or communicate such information to any other party without prior written approval of Client (except to the extent required (a) to perform the services or (b) to comply with a court order or other governmental directive or provided that Client is given reasonable advance notice to present its objections to or to respond to the same, or (c) to advise or support local law enforcement.)

ii. A/I agrees that all documents and work product resulting from undertaking the performance of the services will be used for no purpose other than the services.



## **8. Indemnity and Insurance.**

A/I shall indemnify and save harmless Client from and against any and all costs, losses, claims and expenses including, but not limited to, reasonable attorney's fees and court costs, which it suffers or may pay as a result of claims or suits due to, because of, or arising out of any and all damage or injury to person or property or otherwise caused by or resulting from any act or omission on the part of A/I, its employees or its agents, including but not limited to acts or omissions constituting professional negligence or willful misconduct such as false arrest, detention or imprisonment, malicious prosecution, wrongful entry or eviction or invasion of privacy.

**a. Policies Required:** During the term of this Agreement, A/I shall maintain for itself, naming HPOA, its officers, directors and employees as additional insured's.

**i. Workers' Compensation:** To the extent required by law, employer's liability and workers' compensation insurance with a limit of not less the One Million Dollars (\$1,000,000.00.) Provider will cause its Workers' Compensation carrier to waive insurer's right of subrogation with respect to Client, its officers, directors, agents and employees.

**ii. Commercial Liability Insurance (and/or Excess Umbrella Liability):** Written on an occurrence basis with a combined simple limit for Bodily Injury, Personal Injury and Property Damage of not less than Three Million Dollars (\$3,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) aggregate. The policy must be written on the CGOO1 11/85 or newer occurrence form, or broader, with no additional exclusions. The policy will include coverage for Blanket Contractual Liability, Personal Injury and Broad Form Property Damage or its equivalent. Personal injury endorsement shall also include coverage for embarrassment, humiliation, harassment, mental anguish, false arrest, false imprisonment, malicious prosecution, wrongful entry/eviction of a person from a premises, invasion of privacy, defamation of character, libel or slander caused by any acts of the Contractor of the Contractor's employees.

**iii. Automobile coverage:** Business Automobile Liability Coverage and/or Excess Umbrella Liability for all owned, hired or non-owned vehicles utilized by Contractor with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence for Bodily Injury and Property Damage.

**iv. Employee Dishonesty Coverage.**

**b. It is understood that A/I is not an insurer of persons or property. If such insurance is desired, the client shall obtain it. Sums payable to AI by the client are based upon the value of services offered, and are not related to the value of property belonging to the Client or to**

**others located on the premises. A/I is being paid hereunder for security services designed to deter certain risks of losses. The amounts being charged are not sufficient to cover any losses, which may occur.**

c. The provisions of the Paragraph 8 shall survive the termination of the Agreement and shall not be limited in any way by the amount or type of insurance, including without limitation benefits payable by or for A/I under any workers' compensation act, disability benefit acts, or other employee benefit acts. A/I shall deliver to Client (i) certificates of insurance, (ii) certified copies for each insurance policy required herein and (iii) any other Client required written evidence of the above insurance coverage's, including all required endorsements all prior to commencing the Services under this Agreement. The production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement. During the course of the performance of the Services, and at Client's reasonable request, A/I shall provide Client with evidence, on a semi-annual basis, that it has maintained the insurance coverage's required in this paragraph for all prescribed periods. Client's failure, at any time, to object to A/I's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of Client's right to insist upon such insurance later.

## **9. Termination.**

Unless sooner terminated as set forth below, this Agreement shall be for a ~~term of one five (5) years commencing on the date first set~~ the term specified as above. Either party has the right to terminate the Agreement at any time for convenience by giving at least ninety (90) days advance written notice, in accordance with Section 13 below, of such party's intention to terminate and indicating in such notice the intended date of termination. In the event A/I does not receive the agreed upon ninety day notice, Client shall be liable for A/I normal billing for the remainder of the ninety day period, regardless of services rendered. This Agreement, however, may be terminated by Client immediately for cause without any liability whatsoever to Client.

## **10. Independent Contractors.**

Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

## **11. Arbitration.**

Any dispute, controversy or claim arising out of or relating to this Agreement, or the alleged breach hereof, shall be determined and settled by arbitration in Los Angeles, in accordance with the rules of the American Arbitration



Association. The provisions of California Code of Civil Procedure Section 1283.05 are hereby incorporated into and made applicable to this Agreement. Any award rendered by the arbitrator or arbitrators shall be final and binding on each of the parties hereto, their successors and assigns, and judgment may be entered thereon in any court having jurisdiction. Nothing in this paragraph however shall prevent either party from seeking temporary or preliminary injunctive relief from the Los Angeles county Superior court or other court of competent jurisdiction in Los Angeles county to the extent such relief is warranted.

## **12. Assignment.**

Neither the rights nor obligations under this Agreement may be assigned, transferred, pledged or hypothecated by either party hereto, except that this Agreement shall be binding upon and inure to the benefit of any successor of A/I or Client, whether by merger, purchase, or otherwise.

## **13. Notices.**

All notices, consents, requests, instructions, approvals and other communications provided for herein shall be validly given, made or served, if in writing and delivered personally or sent by fax with confirmation of receipt (except for legal process) or certified mail, postage prepaid, to:

### **A/I:**

**Andrews International, LLC  
28001 Smyth Dr., Suite 106  
Valencia, Ca 91355  
Attn: Roger Andrews  
661-775-8400 office  
661-775-8794 fax**

### **CLIENT:**

**Hollywood Property Owner Alliance  
~~1680 N. Vine Street, Suite 414~~  
~~6562 Hollywood Blvd~~  
Hollywood, ~~CA~~ ~~Ca~~ 90028  
Attn: Kerry Morrison  
323-463-6767 office  
~~323-463-1839 fax~~  
[kerry@hollywoodbid.org](mailto:kerry@hollywoodbid.org)**

Or to such other address or fax number as any party hereto may, from time to time, designate in a written notice given in a like manner. Notices will be considered delivered on the date of personal delivery or three days after the

date of deposit in the United States mail in the manner above provided for giving notice by mail.

**14. Waiver.**

The waiver by any party hereto of a breach of any of the provisions of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach hereof by such party.

**15. Severability.**

If any one or more covenants, agreements or provisions herein contained shall be held or determined for any reason whatsoever to be invalid or unenforceable, either in whole or in part, then such covenants, agreements, or provisions, or portion thereof shall be deemed separable from the remaining covenants, agreements or provisions hereof and shall in no way affect the validity of any of the other provisions hereof.

**16. Attorneys' Fees.**

The prevailing party in any dispute arising under this Agreement shall be entitled to recover reasonable costs, attorney' fees, and arbitrators' fees.

**17. Exculpation.**

**Client and its partners, members and shareholders and their respective directors, employees, officers, and agents of any of the foregoing, shall not be personally liable under this Agreement and A/I hereby agrees to look solely to Client's insurance or property (real, personal or otherwise tangible or intangible) for payment of any claim hereunder.**

**18. Governing Law.**

This Agreement shall be governed by and construed in accordance with the internal (as opposed to conflict of laws) laws of the State of California applicable to agreements fully executed and performed entirely in the state in which services were provided.

**19. Entire Agreement.**

This Agreement, and its attachments, contains the entire agreement of the parties with respect to the transactions contemplated herein and supersedes all prior agreements between A/I and Client, whether oral, expressed or implied, and no party shall be liable or bound except as expressly provided herein.

**20. Headings.**



The subject headings of the Sections of this Agreement are included for the purposes of convenience only and shall not affect the construction or interpretation of any term or provision hereof.

**21. Counterparts.**

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

**22. Amendment or Termination.**

This Agreement shall not be amended, modified, or supplemented in any respect except by a subsequent written agreement or amendment entered into by both parties hereto.

**23. Overtime Billing:** All non-requested overtime accrued by A/I personnel (in excess of 8 hours) is the responsibility of A/I. All requested overtime will be compensated by the Client at the rate of time-and-one-half, and after the 12<sup>th</sup> hour, at the rate of double-time.

**24. Holidays:** A/I recognizes the following holidays. Time and a half up to 8.0 hours, and double-time after 12.0 hours will be billed:

- |                            |                     |
|----------------------------|---------------------|
| a. New Year's Day          | d. Labor Day        |
| b. Memorial Day            | e. Thanksgiving Day |
| c. 4 <sup>th</sup> of July | f. Christmas Day    |

**25. Invoicing:** A/I will bill weekly invoices. Invoices are due and payable net thirty (30) days.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

By: \_\_\_\_\_

By: \_\_\_\_\_

~~Frank Stephan~~  
~~Monica Yamada~~

**Board President**

~~Roger Andrews~~  
~~Name to come~~

**Executive Vice President**

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