



SECURITY SERVICE AGREEMENT

This Security Service Agreement ("Agreement") is entered into as of this **1st** day of **May, 2013, 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.

- c. 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. 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 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 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 approval and agreement by Client. 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.

7. Reports, Records, Work Product and Confidentiality

- a. **Reports:** A/I will keep reports concerning the performance of the services required by this Agreement.
- b. **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. For avoidance of doubt, this subsection shall survive the termination or expiration of the Agreement.
- c. **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. Client shall be the sole owner of the work product. Work product shall not be released publicly by one party hereto without the prior written approval of the other party. For avoidance of doubt, this subsection shall survive the termination or expiration of the Agreement.

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. 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 by insurer(s) duly licensed in the State of California with a minimum AM Best Rating of A- VII during the term of this Agreement, A/I shall maintain for itself:

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 or 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.

HPOA, its officers, directors and employees shall be named as additional insured's on all policies described above with the exception of (i) Workers' Compensation and (iv) Employee Dishonesty. HPOC shall be provided thirty (30) days written notice in the event of cancellation of any policies described herein.

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 A/I 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 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
Hollywood, Ca 90028
Attn: Kerry Morrison
323-463-6767 office
323-463-1839 fax**

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.

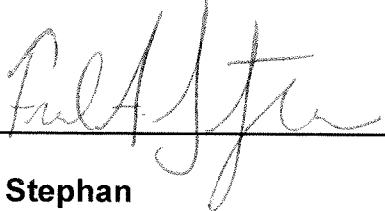
23. Overtime Billing: All non-requested overtime accrued by A/I personnel (in excess of 8 hours) is the responsibility of A/I. All requested overtime will be compensated by the Client at the rate of time-and-one-half, and after the 12th hour, at the rate of double-time.

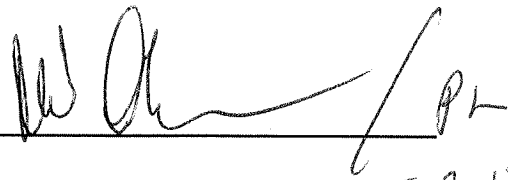
24. Holidays: A/I recognizes the following holidays. Time and a half up to 8.0 hours, and double-time after 12.0 hours will be billed:

- | | |
|----------------------------|---------------------|
| a. New Year's Day | d. Labor Day |
| b. Memorial Day | e. Thanksgiving Day |
| c. 4 th 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: 
Frank Stephan
Board President

By:  / *PH*
Roger Andrews
Executive Vice President *5-9-13*

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Request for Proposal

September 24, 2012

Section One: Summary

The Hollywood Property Owners Alliance (HPOA) and the Central Hollywood Coalition (CHC) is seeking to contract with an experienced security services company to provide private security services within the common/public areas of their two business improvement districts (BID). The Districts' current security vendor, Andrews International, has provided services under contract to the HPOA and CHC since January, 2007. The current contract with Andrews International will expire on December 31, 2012

Section Two: Pre-Bid Meeting and Deadline for Proposals

Fifteen copies of your proposal should be submitted by 5 p.m. October 15, 2012

Hollywood Property Owners Alliance
attn: Kerry Morrison, Executive Director
1680 Vine St., Suite 414
Los Angeles, CA. 90028

Faxed proposals are not acceptable. Late bids are not acceptable and will not be considered in this process. Note: if you bind your proposals, please provide at least one camera-ready version in case the HPOA office needs to make additional copies.

A mandatory pre-bid meeting has been scheduled for Friday, October 5 at 9:30 a.m. at the HPOA office above. It is emphasized that attending this meeting is **mandatory** in order to participate in the RFP process. Contractors are to contact Brian Barth at (323) 463-6767 or brian@hollywoodbid.org to confirm attendance and provide names of the attendees.

Any questions regarding this RFP should be emailed to Joseph Mariani at Joe@hollywoodbid.org. Answers will be forwarded to all Contractors who attend the mandatory pre-bid meeting.

Section Three: Description

The Hollywood Entertainment District is a business improvement district in the city of

Los Angeles, originally formed in late 1996, and encompasses 19 linear blocks along historic Hollywood Blvd. (from La Brea to the 101 Freeway) (See **Appendix A** for a map of both districts)

In 2008, the District was renewed by the property owners for a ten-year period (2009-2018). The district is now comprised of approximately 393 property owners who are assessed a total of \$3.42 million annually to pay for security, maintenance services and marketing activities to promote the revitalization of the District.

The Sunset and Vine business improvement district, also in the city of Los Angeles, was established in 2007 and encompasses approximately 21 linear blocks (Sunset Boulevard from Cassil to the 101 Freeway, and from Selma to Santa Monica along Vine Street). The district is often thought of as the “sister BID” to the Entertainment District, as the two districts share a common border along Selma Avenue.

In 2011, the District was renewed by the property owners for a seven-year period (2012 – 2018). The district is now comprised of approximately 133 property owners who are assessed a total of \$1.4 million annually to pay for similar services as those of the HED.

Section Four: Current Situation

The Hollywood Property Owners Alliance (HPOA), a 501(c) 6 organization, is responsible for the administration of the Hollywood Entertainment District. The Central Hollywood Coalition (CHC), a 501(c) 6 organization, is responsible for the administration of the Sunset and Vine Business Improvement District (SVBID). In 2007, the Central Hollywood Coalition entered into a service contract with the HPOA to manage the day-to-day affairs of the SVBID and its vendor relationships. In this RFP process, the two non-profit associations are working collaboratively.

The HPOA and CHC seek proposals from qualified vendors to provide an array of security services to support the public safety priorities of the parcel owners, deter crime and provide pedestrian assistance within the BID. To that end, the HPOA and CHC are issuing this Request for Proposal (RFP) with the intent that upon review of all submissions, a Contractor will be selected to enter into negotiations, resulting in a two-year contract with the HPOA and CHC through December, 2014 for the provision of services throughout the BIDs.

The HPOA and CHC seek to provide additional services in the Districts which support existing law enforcement and private security patrols in the areas, as well as work with homeless outreach providers in the community to continue the ongoing effort of placing chronically homeless individuals into permanent supportive housing.

Currently the Los Angeles Police Department generally provides the following level of service to the area:

1. Footbeat/Bike Officers: 17 officers from La Brea to Vine from 12:00 p.m. – 10 p.m. and 19 officers from 7:00 p.m. to 5:00 a.m.
2. Patrol cars: 6A37 and 6A45 overlap the BID area and respond to radio calls; work crime suppression and conduct traffic enforcement. These are 24 hour cars.
3. Outreach: A minimum of two homeless outreach efforts are conducted each month with nine officers and a sergeant. Much of this effort is in the Hollywood Entertainment District area, Sunset and Santa Monica Blvd. area.
4. Mounted unit: Occasional presence (usually 6-8 horses with officers) and usually on Hollywood Blvd, or where needed.
5. Special Enforcement units: Consists of Gang Detail (1 sergeant and 10 officers); the Career Criminal Apprehension Unit/Parole Impact Team (1 sergeant and 6 officers); Targeting Aggressive Beggars Unit (4 officers) and the Narcotics Field Enforcement Section.
6. Video Surveillance Cameras: There are ten digital wireless video surveillance cameras installed within the two Districts, purchased by the BIDs and donated to the LAPD Hollywood station for their exclusive use. The original five cameras were installed in 2005 at the following intersections along Hollywood Boulevard: Vine, Cahuenga, Whitley, Highland and Sycamore. In the late summer of 2006, four additional cameras came on-line: Hollywood/Gower; Schrader/Selma; Yucca/Selma and LaBrea/Hollywood. Lastly, in 2009 a single camera was installed in the Sunset and Vine BID at the intersection of Sunset Boulevard and Cahuenga Boulevard. Hollywood Division monitors these cameras from the detectives' area of the station, and also conducts special task force operations as determined by the Captain.

Section Five: Objectives of the Hollywood Entertainment District and Sunset and Vine BID Program

Over the past five years, the District's security model has operated in a proactive manner and the security officers make between 1,100 and 1,200 private persons' arrests per year. Safety and security is the number one concern of property owners in the Districts.

Further, the Hollywood Entertainment District and Sunset and Vine BIDs contain several businesses and attractions that are world famous, for example, the Walk of Fame, the intersection of Hollywood and Vine and the Chinese, Dolby, and Cinerama Dome/ArcLight Theaters. These sites represent potential terrorist targets. The security vendor should have an understanding of the related risks.

Through the retention of a private security service, the HPOA and CHC seek to accomplish the following:

1. Visible presence: Create a visible presence of security personnel within the boundaries of the Districts in order to support the priorities of the parcel owners and improve the perception of public safety in the area.
2. Respond to calls: For non-emergency calls from BID stakeholders, be available to assist with quality of life issues that arise in the Districts.
3. Decreased crime: Achieve a measurable decrease in all crimes committed within the area. Initiate private persons' arrest procedures when necessary.
4. Transients, runaway youth, and panhandlers:
 - a. Deter panhandling and aggressive begging
 - b. Provide resource information to people in need as to shelter, food, homeless outreach and drug rehabilitation services in the community.
 - c. Working in conjunction with the Districts' staff, initiate and participate in community meetings with social service providers to promote communications and aid in placing chronically homeless individuals in proper supportive services and housing.
5. Public Relations: Provide assistance and information to visitors to Hollywood and Sunset Boulevards and be willing to and capable of performing non "law-enforcement" responsibilities (e.g., pointing out tourist attractions, providing directions, answering questions about Hollywood landmarks, etc.)

Section Six: Services to be Provided

1. Security Personnel

Though the traditional model utilized in the HED and SVBID has relied upon exclusively

armed security officers, the Districts will consider proposals that present a hybrid of armed officers and unarmed “ambassador” security guards working at the same time. The Contractor is asked to advise the District on the configuration of either an exclusively armed or a hybrid situation that optimizes the presence of the Districts’ security without compromising officer safety and the overall effectiveness of the program.

Minimum requirements for security personnel assigned to the District include the following:

- Clinical drug test
- Seven-year prior employment check
- Criminal records check
- Drivers license check
- Credit check
- Personal reference check
- Ability to read, write and converse clearly in English
- Required state certification and/or licensing

a. Armed officers. In addition to the minimum requirements above, officers

- should be armed and highly trained to address all situations ranging from basic tourist contacts to potentially dangerous situations (see Paragraph 7 re: Training Requirements)
- will be capable of initiating private persons’ arrests for misdemeanor and felony infractions
- must have been honorably retired from a full-time position in a municipal, county or state law enforcement agency governed under the purview of California Peace Officers Standards & Training (POST); with concealed weapon permit privileges granted at time of retirement;
- must comply with state firearms license requirements and, in addition, pass a firearms re-certification test at least three times a year.

b. Unarmed guards/ambassadors:

- Must be at least 20-years of age and have a high-school diploma or equivalent

- Must possess a state guard card

c. Supervisorial personnel:

- any person proposed for assignment in a supervisorial capacity must meet all the qualifications stipulated above and have at least one year prior experience as a supervisor with satisfactory performance.

2. Patrolling the District

a. Provide daily patrol, in vehicles, bikes, T-3's or on foot, of all the common areas within the District. Common areas are defined as: sidewalks, alleys, public gathering places (e.g., courtyard of theatres, lobbies that are open to the public) subway station (above ground). The hours shall be flexible and shall be directed by the Security Committee and the HPOA and CHC Board of Directors. The hours may range from 6:00 a.m. to 3:00 a.m.

b. Provide non-emergency assistance, on call, to property owners and/or their stakeholders (merchants) when contacted through the central security number.

c. Make at least 50 proactive general business and goodwill contacts each week. Document all contacts in logs.

d. Note: though the Security Committee will work with the vendor to optimize the deployment of personnel, and identify the appropriate hours for patrol, we welcome your input and/or opinion on the days/hours that would make the most sense for this particular District.

3. Supervision/Administration

a. Provide a supervisor and dispatcher on duty at all times when officers are in field. The supervisor may also serve as a footbeat officer. (Note: the HED and SVBID are interested in novel approaches toward supervision that may optimize the visible presence of security personnel within the District, while not compromising risk management, safety and administrative objectives. Please describe your preferred approach toward supervision.)

b. Ensure that a live-body answers phone in security office. Log all radio

communications and provide examples of logs in proposal.

c. Provide daily patrol log which documents all significant contacts or incidents (e.g., field investigations, contacts/warnings, private persons' arrests). The log should be computerized, and searchable to retrieve information about past incidents or trends.

d. Work with LAPD Hollywood Division to prepare appropriate documentation to accompany private persons' arrests.

e. Provide regular statistical summaries of all arrests and contacts utilizing the BIDs' existing SFW Accendo software. Provide trend analysis to Security Committee on a monthly basis. A map documenting the locations of arrests with accompanying analysis of problem areas would be desirable. On an annual basis, provide statistical reports documenting arrests, contacts, social service referrals and trends. Provide examples of these reports.

f. Compile annual trespass arrest authorization forms from all property owners/business people interested in obtaining the service; maintain all originals on file in the BID Security office and at the Hollywood Division of LAPD. Keep these forms updated on an annual basis.

g. Supervisor and/or company principal must be available to attend monthly meetings of HPOA and CHC Security Committee, homeless coalition meetings, and occasional Crime Control and Community Police Advisory Board meetings. (Estimated at 8-10 meetings a month).

4. Equipment/Office

The Hollywood Entertainment District will provide office space/headquarters for the Security team. The Security Contractor will need to provide the following when necessary:

- holstered and exposed firearms
- handcuffs
- pepper spray
- flashlights
- concealed soft body armor
- police scanner
- pagers for officers
- plastic property bags
- generic business cards
- field interview F I cards

- office supplies (e.g., paper, pens, logs)
- Polaroid, digital and video camera, film
- telephones (desk and cellular) and billing expenses
- computers (for office/daily reports)
- fax machine for office
- licensing fees for business and officers
- five vehicles
- maintenance of office (e.g., cleaning, trash removal, etc.)

Please note the HPOA purchased the following new equipment for the BID security office in 2011 and 2012:

- tasers
- concealed radios with microphones
- base station
- repeater, to strengthen radio signal
- batteries for radios
- chargers for radios

Should any of the above mentioned equipment, and/or any of their associated accessories, be either broken or expired during the selected Security Contractor's timeframe, the Security Contractor will need to promptly replace or repair the equipment at their own cost.

The HPOA/CHC will provide the following:

- office with desk, bench, wall brackets (for handcuffs) and lockers

5. Uniforms

Contractor shall provide uniforms for all security personnel. The uniform currently consists of navy blue polo shirts, navy blue slacks, baseball caps (optional) and cold/wet weather gear. The polo shirts shall include the Hollywood Entertainment District and Sunset and Vine BID logos either on the front or back of the shirt, in full color. The front of the shirts shall include an embroidered name or plate with the name for each officer, and a small badge/patch depicting the name of the Contractor. Note: The Contractor is encouraged to suggest an alternative uniform, if desired.

Personal cleanliness and neatness are basic requirements for all security personnel. The following guidelines must be adhered to:

- The uniform will be kept clean and in good repair. Faded shirts must be

replaced promptly.

- There shall be no visible piercings or tattoos and hair must be properly cut.

6. Seasonal Variations

The HPOA and CHC Board of Directors, upon recommendation from the Security Committee, may opt to increase hours during peak seasons of the year, if the budget permits. When preparing your worksheet for this proposal, you will not incorporate peak season costs at this time. However be aware that peak season deployment may be requested during the summer season (usually defined as third week in June through Labor Day weekend) and the holiday season (Thanksgiving weekend through first weekend in January).

7. Training

The Contractor will be responsible for all training and re-certification for its personnel. The scope of the training program is subject to negotiation in the contract. Please describe in detail the scope of your recommended training program (i.e., topics and curriculum), the frequency of training sessions, and the number of hours a year dedicated to officer training. Training may be delivered via: formal academic or classroom settings; professional courses taught by reputable vendors, educators and subject-matter experts; computer-based training and self-study. It is recommended that all training be accompanied by an assessment and/or test to measure the security officers' understanding, knowledge and/or proficiency in the subject. The training and the assessment must be documented and that documentation maintained for at least two years after the conclusion of the contract. The documentation must also be made available for audit or other review.

Distinguish between training required for un-armed ambassadors, armed officers and supervisory personnel. Please itemize these costs separately in your proposal.

Specific annual training subjects should include at a minimum:

- Security officer safety and awareness;
- Security officers and their interaction with public safety providers;
- Information sharing;
- Use of force rules, laws, policies, application and techniques;
- Employee conduct and ethics;
- Employees' and Hollywood Entertainment District and Sunset and Vine BID's image;
- Observations activities;

- Report writing;
- Powers and Laws of Arrests;
- Chemical Agents;
- First AID/CPR;
- Conflict Negotiations;
- Handling Difficult People;
- Preserving incident scenes;
- Driver Safety;
- Court room demeanor and testimony;
- Treatment of the homeless;
- Narcotics handling;
- Evidence handling;
- Civil liabilities;
- Conflict resolution skills;
- Customer service and community relations;
- Homeland security and potential terrorist activities;
- Unusual occurrences, fires, jet liner crashes, reservoir failures and riot;
- Ingress and egress into the Entertainment District and Sunset and Vine BID during unusual occurrences;
- Camera systems;
- Liaisons and relationships with Los Angeles Police Department, Fire Departments, LA County Sheriffs, People Assisting the Homeless and other social service providers serving Hollywood;
- Firearms safety, shooting skills and qualifications (for armed officers only);
- Workplace violence response;
- Sexual harassment; and
- Hollywood Entertainment District and Sunset and Vine BID information: attractions, public conveniences (e.g., restrooms, ATMs, etc), activities and the like

Section Seven: Specifications for Proposal

Contractor is requested to submit 15 copies of its proposal in accordance with the following format requirements:

1. Introduction: An executive summary which describes the scope of work to be performed and the cost.
2. Schedule of Costs: Please complete worksheet included as Appendix B in this RFP. Attach supplemental material to document training costs, equipment and administrative

costs. (Note: an excel spreadsheet to assist in preparing this schedule of costs is included in this packet.)

3. Company: Please detail the following:

- A. Company name, address, phone, fax numbers, email and website.
 - 1. Describe length of time your company has been in operation.
 - 2. Size (annual revenues) and other major clients, past and present
 - 3. Please list any other names under which your company has operated, or been affiliated.
 - 4. Please provide detail documenting the status of the company's California State Private Patrol Operator's License (including number and original date of licensing and expiration date.)

- B. Ownership structure

- C. Management structure
 - 1. Include resumes of key management personnel.
 - 2. Specify the role and responsibilities of those individuals who will be directly managing this account. Indicate the amount of time that will be spent by company principal(s) in management and community/BID relations.

- D. Prior Experience
 - 1. Describe experience your company has had in providing security in public or quasi-public locations – e.g., business improvement districts, under contract to government, patrolling public places.
 - a. Job locations
 - b. Contract amount and length of contract
 - c. Scope of work
 - d. References

 - 2. Describe the experience your company and your officers have had in initiating private persons' arrests. Please include information about number of arrests, successful prosecutions, your company's policy and how your officers are trained in this area.

 - 3. Describe and provide examples of your company's working relationship with the Los Angeles Police Department.

4. Human Resources

The contractor understands that the HPOA and CHC will have the right to request that any of contractor's personnel receive remedial training and or/be removed from the BID upon request.

Further, all personnel assigned to the Hollywood Entertainment District and Sunset and Vine BID shall be cleared and licensed by the Los Angeles Police Commission and any other appropriate governmental agencies. Contractor will bear all costs associated with seeking appropriate permits for its personnel.

- A. Are your personnel independent contractors or employees? Are all eligible to work in U.S.?
- B. Rate of turnover for your personnel.
- C. Explain your recruitment strategy. What are your pre-hire screening and testing procedures?
- D. Do you provide random drug testing before and after hiring?
- E. What are your hiring and termination policies? What are your minimum qualifications for hiring?
- F. What role do you see the HPOA and CHC playing in the hiring and termination of your personnel?
- G. Explain the benefits package you provide your personnel. Indicate whether this is included in the hourly rate.
- H. How will you handle temporary vacancies due to illness, vacation, court time or termination?
- I. How will you monitor and evaluate the performance of your personnel?

5. Insurance

The successful contractor will be required to carry the following insurance from an A-rated company, admitted in California and acceptable to the board of directors for the HPOA and CHC. Further, the contractor shall name the HPOA, CHC, their officers, directors and employees as additional insured.

A. Worker's Compensation: To the extent required by law, Statutory Workers' Compensation and Employer's Liability insurance with a limit of not less than One Million Dollars (\$1,000,000). Provider will cause its Workers' Compensation carrier to waive insurer's right of subrogation with respect to the HPOA, CHC, their officers, directors, agents and employees.

B. 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) per occurrence and Four Million Dollars (\$4,000,000) 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 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 or the Contractor's employees, embarrassment, humiliation, harassment, and mental anguish.

C. 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) for each occurrence for Bodily Injury and Property Damage.

D. Employee Dishonesty Coverage

6. Additional Issues

Please respond to the following questions:

a. How does this contract to provide security services in the public right-of-way differ from your other security contracts? What changes or additions to your normal procedures and policies will be necessary in order to successfully perform under this contract?

b. In order to address the perception of safety in Hollywood, your officers will be called upon to deal with issues of homelessness, illegal vending, panhandling, urinating in public and other unacceptable public behavior. What is your understanding of the current law in these areas and what would be your approach to these issues?

c. Have you or your company been sued for any reason in relation to the provision of security services in a public or quasi-public setting? Please describe the outcome of the lawsuit(s).

d. **IMPORTANT:** Based upon your knowledge of Hollywood, the BID areas, and the security business, are there recommendations you would like to make as to how we might promote the public safety objectives of our BIDs? Please describe ideas and alternatives (e.g., video surveillance, use of technology, hand-held devices, bicycle patrols, unarmed ambassadors, equestrian units, etc.) you might want to bring to our attention, for our consideration either now, or at some point in the future.

Section Eight: Evaluation Process

Each proposal shall be evaluated based upon all information gathered in Section Seven. **The overall cost of providing security services is one element in the evaluation process. However, cost will not be the only factor used to evaluate proposals and select a contractor.**

In the interest of fairness, please also complete the attached **Appendix B**, in either electronic or written format, to better allow the committee to understand your proposed deployment plan and associated costs. Note that you have been provided the combined security budget for the two BIDs. Historically, the security resources have been divided on a pro-rata share, tied to the actual security budget for each BID. Those adjustments will be made during contract negotiations with the successful bidder. For the purposes of comparing proposals, please allocate your expenses using the combined budget of \$2,282,000.00.

The Security Committee, and ultimately the Board of Directors for the HPOA and CHC, will hire a contractor who understands the mission of the two boards, the objectives of the program as described in Section Five, and has designed a program that addresses the unique characteristics and challenges associated with providing security services in the public right-of-way. The Security Committee is interested in exploring innovative approaches toward security in the Hollywood Entertainment District and Sunset and Vine BID that will address each of these areas unique characteristics.

Evaluation Process

A selection committee, hereinafter referred to as the “ad-hoc committee” will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The ad-hoc committee will be comprised of select members from each of the Associations’ Security Committees, and selected representatives from the HPOA Board, CHC Board, and property owners at-large. Non-voting advisory members of the ad-hoc committee will include the Commanding officer of the Hollywood Community Police Station, and representatives of the Associations’ staff.

Each member of the ad-hoc committee will receive a copy of your proposal. The ad-hoc committee members will independently evaluate the proposals according to:

- Company experience and expertise in patrolling in the public right-of-way utilizing armed officers;
- Quality and professionalism of officers hired to patrol the District;
- Ability to be responsive to unique needs and issues of a Business

Improvement District and to provide support to District staff in reaching out to stakeholders, social service agencies, law enforcement, and other members of the community;

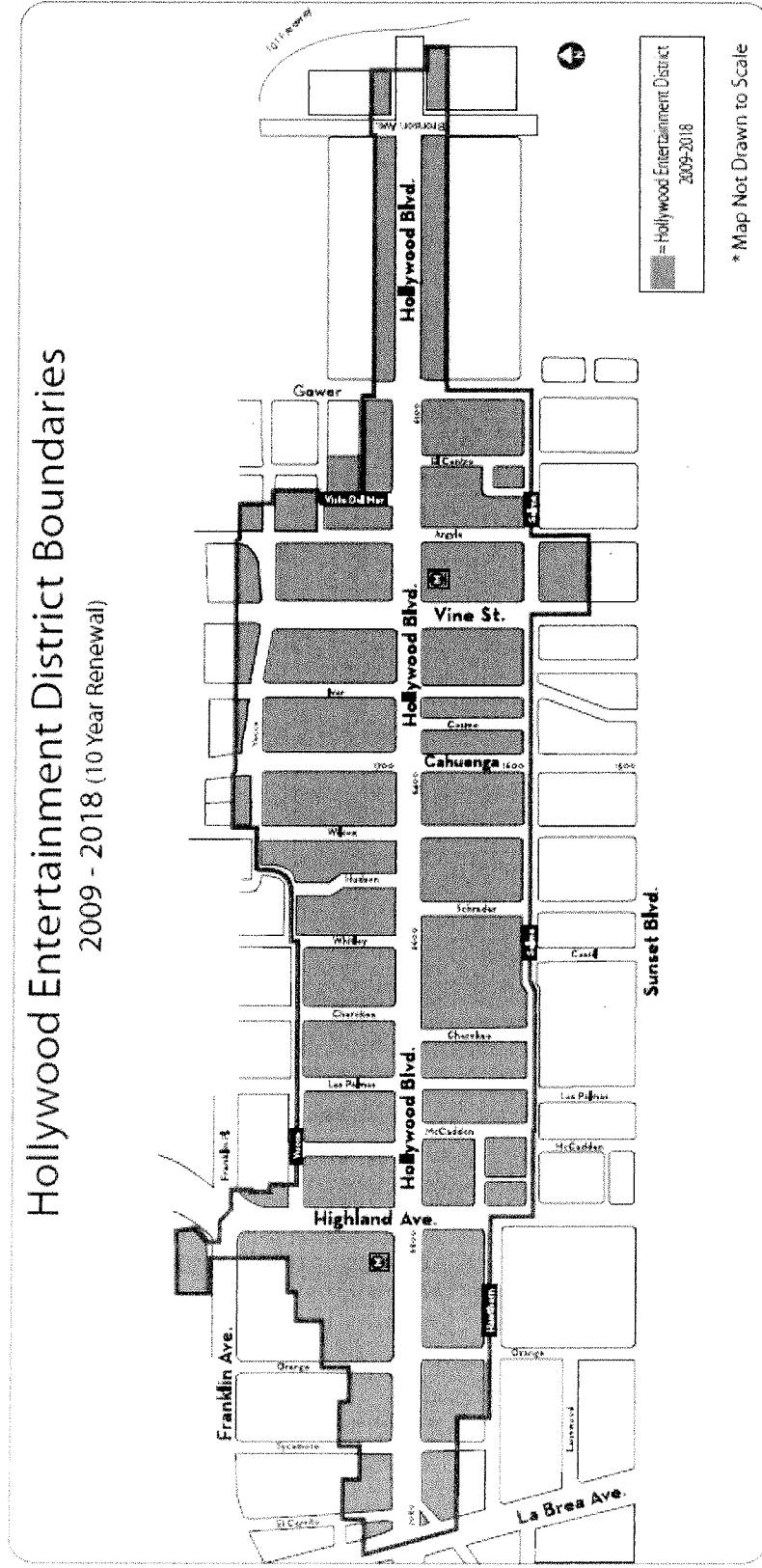
- Conscientious approach to risk management through training of officers, safety policies, competent management and supervision, and problem-solving; and
- Price proposal.

The Committee will invite at least three and no more than four companies to meet in a face-to-face interview. The Committee, as a result of the interviews, and subsequent reference checks, will then recommend a company for consideration by the full board of Directors for the HPOA and CHC. The timeframes for this process are as follows:

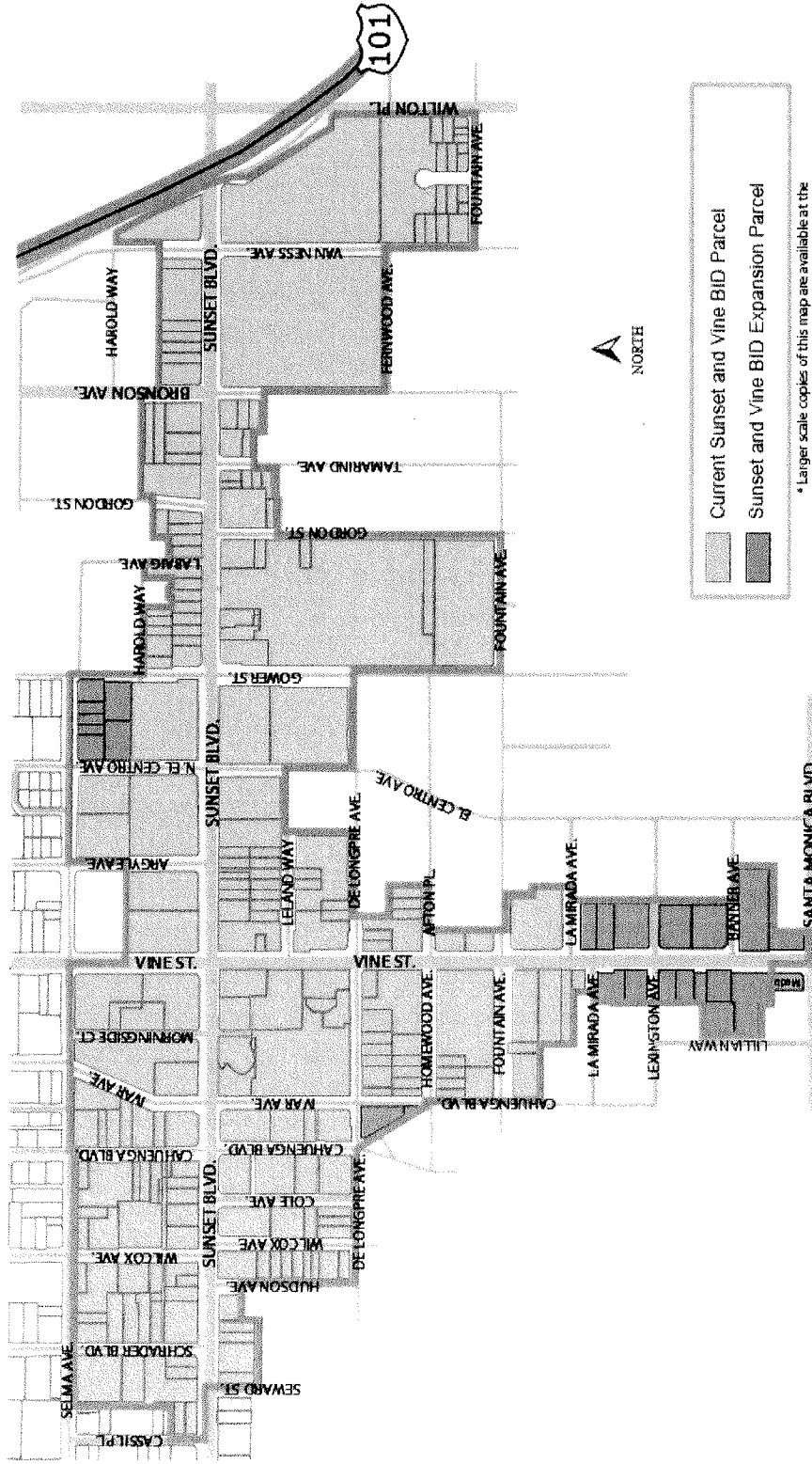
9/24 – RFPs mailed
10/5 – pre-bid meeting
10/15 – proposals due to HPOA office; committee review
10/25 – selection of finalists to invite for interview
11/1 – interview of finalists
11/8 – recommendation to Security Committee
11/15 and 12/12 – recommendation to Board of Directors

Appendix A

Hollywood Entertainment District Boundaries
2009 - 2018 (10 Year Renewal)



2012-2018 (Seven-Year Renewal)
Sunset and Vine Business Improvement District Boundaries



Appendix B - Deployment and Expense Sheet

Schedule of Labor Costs: note, the hourly rate should include all company overhead. Please indicate in the body of your proposal the actual compensation for officers.

Notes: for the sake of comparison, please complete this base-line sample weekly schedule for armed officers plus supervision. If you are also recommending a hybrid approach (armed and unarmed guards), please create a second spreadsheet which outlines your recommended deployment for this model. Further, if you wish to offer an alternative supervision model, please prepare a third spreadsheet.

Combined Hollywood and Sunset BIDs Deployment

Annual Budget: \$ 2,285,000

Position	Monday - Thursday			Friday			Saturday			Sunday			Cost/Week	Annual Cost
	# Provided	Hours/Day	Rate	Total	# Provided	Hours/Day	Rate	Total	# Provided	Hours/Day	Rate	Total		
Officer														
Supervisor														
Dispatcher/Clerical														
OTHER EXPENSES** (Add detail as needed)														
Training														
Equipment														
Vehicle(s)														
Office/Overhead														
Overtime														
Holiday Pay														
Court Time														
Other														

Grand Total Annual Cost

** Note, with respect to "other expenses," you may elect to incorporate these costs into the billable hourly rate. If so, please indicate. Otherwise, please provide detail as to expense/quantity/frequency, etc

Core Deployment and Billing Schedule

**Combined BID Security Budget
Based on Core Staffing**

DATE: _____

Position	Hours/ week	Actual Payrate	Budget Payrate	Mark up	Overhead	#	Hrly/Bill Rate	Cost/wk	Sunset Costs	Hollywood Costs
Hollywood BID										
Sec Manager	40	\$ 42.49	\$ -	55.00%	\$ 23.37	1	\$ 65.86	\$ 2,634.38	34%	\$ 895.69
Asst Sec Man	40	\$ 36.00	\$ -	55.00%	\$ 19.80	1	\$ 55.80	\$ 2,232.00		\$ 758.88
Admin Asst	40	\$ 15.00	\$ -	55.00%	\$ 8.25	1	\$ 23.25	\$ 930.00		\$ 316.20
	120	\$ 79.20				3				\$ 613.80
100%										
Sgt	40	\$ 33.00	\$ -	82.00%	\$ 27.06	1	\$ 60.06	\$ 2,402.40		\$ 2,402.40
Sgt	40	\$ 33.00	\$ -	82.00%	\$ 27.06	1	\$ 60.06	\$ 2,402.40		\$ 2,402.40
Sgt	40	\$ 33.00	\$ -	82.00%	\$ 27.06	1	\$ 60.06	\$ 2,402.40		\$ 2,402.40
	120					3				\$ 2,402.40
82.00%										
Armed PD	40	\$ 31.50	\$ -	82.00%	\$ 25.83	1	\$ 57.33	\$ 2,293.20		\$ 2,293.20
Armed PD	40	\$ 31.50	\$ -	82.00%	\$ 25.83	1	\$ 57.33	\$ 2,293.20		\$ 2,293.20
Armed PD	40	\$ 31.50	\$ -	82.00%	\$ 25.83	1	\$ 57.33	\$ 2,293.20		\$ 2,293.20
Armed PD	48	\$ 31.50	\$ -	82.00%	\$ 25.83	1	\$ 57.33	\$ 2,751.84		\$ 2,751.84
Armed PD	40	\$ 31.50	\$ -	82.00%	\$ 25.83	1	\$ 57.33	\$ 2,293.20		\$ 2,293.20
Armed PD	40	\$ 31.50	\$ -	82.00%	\$ 25.83	1	\$ 57.33	\$ 2,293.20		\$ 2,293.20
Armed PD	40	\$ 31.50	\$ -	82.00%	\$ 25.83	1	\$ 57.33	\$ 2,293.20		\$ 2,293.20
Armed PD	40	\$ 31.50	\$ -	82.00%	\$ 25.83	1	\$ 57.33	\$ 2,293.20		\$ 2,293.20
Armed PD	40	\$ 31.50	\$ -	82.00%	\$ 25.83	1	\$ 57.33	\$ 2,293.20		\$ 2,293.20
Armed PD	40	\$ 31.50	\$ -	82.00%	\$ 25.83	1	\$ 57.33	\$ 2,293.20		\$ 2,293.20
Armed PD	40	\$ 31.50	\$ -	82.00%	\$ 25.83	1	\$ 57.33	\$ 2,293.20		\$ 2,293.20
Armed PD	40	\$ 31.50	\$ -	82.00%	\$ 25.83	1	\$ 57.33	\$ 2,293.20		\$ 2,293.20
Armed PD	40	\$ 31.50	\$ -	82.00%	\$ 25.83	1	\$ 57.33	\$ 2,293.20		\$ 2,293.20
Eliminated	0	\$ 31.50	\$ -	82.00%	\$ 25.83		\$ 57.33	\$ -		\$ -
	488					12				
55.00%										
Supv - PSO	40	\$ 18.00	\$ -	55.00%	\$ 9.90	1	\$ 27.90	\$ 1,116.00		\$ 1,116.00
PSO	40	\$ 15.00	\$ -	55.00%	\$ 8.25	1	\$ 23.25	\$ 930.00		\$ 930.00
PSO	16	\$ 15.00	\$ -	55.00%	\$ 8.25	1	\$ 23.25	\$ 372.00		\$ 372.00
	96									
Weekly Total									\$ 14,004.61	\$ 29,394.01
Annual Total									\$ 728,239.68	\$ 1,528,488.56
OT Split (34/66%)									\$ 8,487.46	\$ 16,475.66
Annual Total w/ OT									\$ 736,727.14	\$ 1,544,964.22
Remaining									\$ 43,272.86	\$ 33,035.78

Weekly Subtotal **824** **Per Week Total** **\$ 43,398.62**

Annual Total **\$ 2,256,728.24**

Holiday OT

Armed PD	40	\$ 31.50	\$ -	82.00%	\$ 25.83		\$ 57.33	\$ 2,293.20
Sgt	8	\$ 33.00	\$ -	82.00%	\$ 27.06		\$ 60.06	\$ 480.48
per holiday								\$ 2,773.68
Total 6 annual holidays								\$ 24,963.12

Grand Total **\$ 2,281,691.36**

Overhead

Items	#	Cost Per	Per Month	Bill Back	Total Annual
Patrol Vehicles	5	\$ 450.00	\$ 2,250.00	Included	\$ 27,000.00
Bicycles	2				\$ -
Radios	0	\$ 600.00	\$ -	Included	\$ -
Cell Phones	3	\$ 100.00	\$ 300.00	Included	\$ 3,600.00
Range Qual	6	per year \$ 50.00		Included	\$ 7,500.00
FATS Qual	6			Included	\$ -
Computers	5	\$ 2,000.00	\$ 10,000.00	Included	\$ 10,000.00
Fax / Printer	1	\$ 500.00	\$ 500.00	Included	\$ 500.00
Phones	3	\$ 80.00	\$ 240.00	Included	\$ 2,880.00
DSL	1	\$ 70.00	\$ 70.00	Included	\$ 840.00

Total Overhead **\$ 52,320.00**