



SECURITY SERVICE AGREEMENT

This Security Service Agreement ("Agreement") is entered into as of the **1st day of January, 2007** by and between **Andrews International Inc.**, a Delaware corporation ("A/I") and the **Hollywood Property Owners Alliance** ("Client").

RECITALS

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

WHEREAS, Client desires to use the security services of A/I who in turn desires to provide such services, on the terms and conditions set forth herein;

WHEREAS, A/I currently is providing security services to others in Client's area under separate contracts;

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 (hereinafter referred to as the "Premises") and such extensions or additions to such premises as the parties may agree. (See Attachment A with map.)
2. **Services Furnished** (the "Services").
 - a. **Patrol**. A/I shall furnish to Client uniformed security officers to provide security services at the Premises. The exact number, principal posts, and hours of duty of the guards 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 furnished 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 uniform, 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. (See Attachment B: Proposal for Security Services, dated October 19, 2006.)

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.

3. **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 C); such fees to be payable upon weekly invoicing. 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. The Compensation for 2006 shall not exceed One Million Two Hundred Forty Six Thousand Dollars (\$1,246,000).
4. **License.** A/I certifies 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 hereof. Loss of such license will be grounds for immediate termination of this agreement by Client without further obligation hereunder.
5. **Training, Selection and Employment of Security Officers.** A/I hereby certifies that all officers assigned to Client's premises pursuant to this Agreement shall have successfully completed all required training courses of A/I, including a current Guard Card. A/I agrees to maintain at its office, for inspection by Client during normal business hours, proof of training of all security personnel assigned to Client's premises. All security personnel 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 officers who will be assigned to Client's premises based upon approval and agreement by Client. 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. A/I's failure to comply with the terms of this section will be grounds for immediate termination of this agreement by client without further obligation hereunder.
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 promptly available to Client for the purpose of conferring with representatives of Client with respect to the services to be rendered hereunder.

7. Reports, Records and Work Product.

- a. **Reports:** A/I will keep reports concerning the performance of the services required by this Agreement. These reports are outlined in Section Six (Services to be Provided), Subsection 3 (Supervision and Administration) of the 9/27/06 Request for Proposal (RFP) issued by the Client. (See Attachment D: Request for Proposal, September 27, 2006.)
- 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 the Customer 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 this 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:** Andrews International shall be paid for all undisputed Services completed, and Client shall be entitled to all work product for which payment has been made. A/I shall not 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 (as defined in Section 7) of the Services 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. Any release of information inconsistent with this paragraph will be sufficient grounds for termination of this Agreement and will subject A/I to such other remedies as the law may provide.

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:

i. **Workers' Compensation:** To the extent required by law, employer's liability and workers' compensation insurance with a limit of not less than One Million Dollars (\$1,00,000). Provider will cause its Workers' Compensation carrier to waive insurer 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) 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 of the Contractor's employees, embarrassment, humiliation, harassment, and mental anguish.

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) 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, except as

provided herein with respect to insurance covering the acts or omissions of its personnel and A/I's own 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 this 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 coverages, 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, to A/I's right to be paid any compensation or expenses under 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 coverages 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 two years commencing on the date first set above. After the completion of the first year, parties may enter negotiation regarding a cost of living increase.. Either party has the right to terminate the Agreement at any time by giving at least ninety 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 due to A/I gross negligence or otherwise as provided herein 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 1283.50 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 thereon.

12. **Assignment.** Neither the rights nor obligations under this Agreement may be assigned, transferred, pledged or hypothecated by any party hereto, except that this Agreement shall be binding upon and inure to the benefit of any successor of A/I, whether by merger, purchase, or otherwise, and except as otherwise agreed between the parties in writing.
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:

Andrews International:

Andrews International, Inc.
27959 Smyth Dr.
Valencia, Ca 91355

Attn: Roger Andrews
661-775-8400 office
661-775-8794 fax

CLIENT:

Hollywood Property Owners Alliance
1680 N. Vine Street, Suite 216
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 one day after successful fax, 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 arbitration decisions shall be entitled to recover reasonable costs, attorney fees and arbitrator fees.
17. **Exculpation**. Client and its partners, members, and shareholders, and their respective directors, employees, officers, agents and shareholders 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 California.
19. **Entire Agreement**. This Agreement, including its attachments not inconsistent with the terms hereof, contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all existing 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 entered into by both parties hereto.
23. **Interpretation**. This Agreement shall not be interpreted for or against any party on the basis said party or its attorney drafted the Agreement or provision in question.
24. **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 Customer 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:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

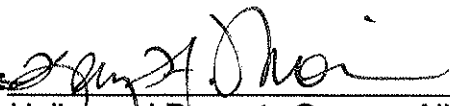
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

By:

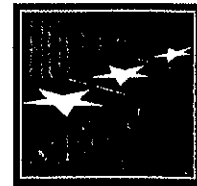
Handwritten signature of Roger Andrews, dated 1-1-07.

Andrews International
Roger Andrews,
Executive Vice President

By:

Handwritten signature of Kerry Morrison.

Hollywood Property Owners Alliance
Kerry Morrison,
Executive Director



Hollywood Property Owners Alliance
 1680 Vine Street, Suite 216
 Hollywood, CA 90028
 phone 323 463 6767 fax 323 463 1839

January 17, 2008

Hollywood Property Owners Alliance

Chris Bonbright
 President
Whitley Court Partners

Jose Malagon
 Vice President
Hollywood Media Center

Nathan Korman
 Secretary
NBK, LLC

Frank Stephan
 Treasurer
The Claret Group

Aziz Banayan
Alger Co., Inc.

Lynda Bybee
MTA

Michael Gargano
Argent Ventures, LLC

William Hertz
in Theatres

Jon Radachy
Oasis of Hollywood

Hilary Royce
Church of Scientology International

Alan Sieroty
Sieroty Company

Tej Sundher
Hollywood Guinness Museum

Thaddous Smith
The Music Box@Fonda

John Tronson
Tronson Investment Group

Monica Yamada
CIM Group, Inc.

Kerry Morrison
Executive Director

TO: Bill Farrar
Andrews International Security

FROM: Kerry Morrison
Executive Director, Hollywood Property Owners Alliance

SUBJECT: Change Orders to Security Contract

Bill, the boards of directors for both the Central Hollywood Coalition and the Hollywood Property Owners Alliance, in the course of adopting budgets for the 2008 calendar year, approved adjustments to the security program and budget for each BID.

The attached change orders, once signed by both parties, should be appended to your core contracts with both organizations.

Please note that for budgeting purposes, we have now been able to formulate a ratio of expenses this year, based upon the two budgets. This is the ratio used to divide shared costs relative to supervision, administrative office support and ancillary office services at the Security Headquarters. The ratio is applied as follows:

CHC Security Budget	HPOA Security Budget	Total
\$700,000	\$1,260,000	\$1,960,000
36%	64%	100%

It has been a pleasure working with you and your excellent team of officers over the past year and week look forward to a very successful 2008.

cc: Dirk Degreave, President,
Central Hollywood Coalition Board of Directors
Darcy Judd, Chair, Security Committee, CHC
Duke Gallagher, Treasurer, CHC
Chris Bonbright, President, HPOA Board of Directors
John Tronson, Chair, Security Committee, HPOA

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

The agreement dated January 1, 2007 between the Hollywood Property Owners Alliance (HPOA) and Andrews International, Inc. (A/I) is hereby amended to reflect the following:

Section 3 Compensation

In consideration for the services to be provided by A/I hereunder, HPOA agrees to pay A/I fees in accordance with the revised quotation sheet (Attachment C); such fees to be payable upon weekly invoicing. 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. The compensation for 2008 shall not exceed One Million Two Hundred Sixty Thousand Dollars (\$1,260,000).

By signing where indicated below, HPOA and A/I agree that this Change Order amends the original contract dated January 1, 2007 and both parties agree to be bound by the terms and conditions of this Change Order.

Hollywood Property Owners Alliance

By 
Kerry Morrison, Executive Director

Date: 1-15-08

Andrews International

By 
Roger Andrews, Senior Vice President

Date: 2-6-08

**Combined BIDs
Proposed Security Budget**

DATE: 1-1-08

Position	Hours/wk week	Actual Payrate	Mark up	Overhead	#	Hrly/Bill Rate	Cost/wk
Hollywood BID							
Sec Manager	25.6	\$ 35.00	75.00%	\$ 26.25	1	\$ 61.25	1,568.00
Asst Sec Man	25.6	\$ 33.00	83.86%	\$ 27.67	1	\$ 60.67	1,553.25
Admin Asst	25.6	\$ 12.00	59.00%	\$ 7.08	0	\$ 19.08	488.45
	76.8				2		
SGT - FB 1	25.6	\$ 31.00	89.65%	\$ 27.79	1	\$ 58.79	1,505.06
FB 1	25.6	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	1,450.20
FB 2	25.6	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	1,450.20
FB 2	25.6	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	1,450.20
FB 3	25.6	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	1,450.20
FB 3	25.6	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	1,450.20
FB 4	25.6	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	1,450.20
FB 4	25.6	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	1,450.20
FB 5	25.6	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	1,450.20
FB 5	25.6	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	1,450.20
FB 1	10.24	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	580.08
FB 1	10.24	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	580.08
FB 2	10.24	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	580.08
FB 2	10.24	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	580.08
FB 3	10.24	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	580.08
FB 3	10.24	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	580.08
FB 4	10.24	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	580.08
FB 4	10.24	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	580.08
FB 5	10.24	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	580.08
FB 5	10.24	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	580.08
FB 6	0	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	-
FB 6	0	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	-
FB 6	0	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	-

FB6	0	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	\$ -
	358.4				15		
Weekly	435.2						
Subtotal						\$ 23,967.37	

Annual Total \$ 1,246,303.01

Estimated Annual Overtime \$ 5,000.00

Grand Total - Hollywood Bid \$ 1,251,303.01

2000 Budget \$1,270,000.00

Sunset Vine Bid							
Sec Manager	14.4	\$ 35.00	75.00%	\$ 26.25	1	\$ 61.25	\$ 882.00
Asst Sec Man	14.4	\$ 33.00	83.86%	\$ 27.67	1	\$ 60.67	\$ 873.70
Admin Asst	14.4	\$ 12.00	59.00%	\$ 7.08	0	\$ 19.08	\$ 274.75
	43.2				2		
SGT - FB 1	14.4	\$ 31.00	89.65%	\$ 27.79	1	\$ 58.79	\$ 846.60
FB 1	14.4	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	\$ 815.74
FB 2	14.4	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	\$ 815.74
FB 2	14.4	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	\$ 815.74
FB 3	14.4	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	\$ 815.74
FB 3	14.4	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	\$ 815.74
FB 4	14.4	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	\$ 815.74
FB 4	14.4	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	\$ 815.74
FB 5	14.4	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	\$ 815.74
FB 5	14.4	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	\$ 815.74
FB 1	5.76	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	\$ 326.30
FB 1	5.76	\$ 29.87	89.65%	\$ 26.78	1	\$ 56.65	\$ 326.30

FB 2	5.76	\$	29.87	89.65%	\$	26.78	1	\$	56.65	\$	326.30
FB 2	5.76	\$	29.87	89.65%	\$	26.78	1	\$	56.65	\$	326.30
FB 3	5.76	\$	29.87	89.65%	\$	26.78	1	\$	56.65	\$	326.30
FB 3	5.76	\$	29.87	89.65%	\$	26.78	1	\$	56.65	\$	326.30
FB 4	5.76	\$	29.87	89.65%	\$	26.78	1	\$	56.65	\$	326.30
FB 4	5.76	\$	29.87	89.65%	\$	26.78	1	\$	56.65	\$	326.30
FB 5	5.76	\$	29.87	89.65%	\$	26.78	1	\$	56.65	\$	326.30
FB 5	5.76	\$	29.87	89.65%	\$	26.78	1	\$	56.65	\$	326.30

FB 6	0	\$	29.87	89.65%	\$	26.78	1	\$	56.65	\$	-
FB 6	0	\$	29.87	89.65%	\$	26.78	1	\$	56.65	\$	-
FB 6	0	\$	29.87	89.65%	\$	26.78	1	\$	56.65	\$	-
FB 6	0	\$	29.87	89.65%	\$	26.78	1	\$	56.65	\$	-
	201.6						15				

Weekly Subtotal 244.8 \$ 13,481.64

Grand Total - Sunset Vine BID \$ 701,045.44

2018 Budget \$700,000.00

Additional Temporary Assignments

Armed PD	40	\$	29.00	89.65%	\$	26.00	0	\$	55.00	\$	2,199.94
Armed PD	40	\$	29.00	89.65%	\$	26.00	0	\$	55.00	\$	2,199.94
										\$ 4,399.88	

Additional Footbeat - 12 weeks

\$ 52,798.56

Value Added Costs Combined BIDs

Patrol Vehicles	4	\$	450.00					Included	\$	93,600.00
Bicycles	0								\$	-
Radios	12	\$	600.00					Included	\$	7,200.00
Cell Phones	2	\$	100.00					Included	\$	10,400.00
Range Qual	20	per year	\$ 10.00					Included	\$	200.00

<u>FAIS Qual</u>	20	per year							
<u>Computers</u>	2	\$ 20.00	\$ 4,000.00	Included	\$	400.00			
<u>Fax / Printer</u>	1	\$ 2,000.00	\$ 500.00	Included	\$	4,000.00			
<u>Phones</u>	3	\$ 500.00	\$ 180.00	Included	\$	500.00			
<u>DSL</u>	1	\$ 60.00	\$ 70.00	Included	\$	9,360.00			
		\$ 70.00		Included	\$	3,640.00			

Total
Overhead **\$129,300.00**



February 5, 2010

PERSONAL & CONFIDENTIAL

Kerry Morrison
Exec. Director
Hollywood Property Owners Alliance
1680 Vine Street Suite 216
Hollywood, CA 90028

Dear Kerry:

As requested, please find two (2) originals each of the Change Order to Contract and Amendment to Professional Services Agreement between Central Hollywood Coalition and the Hollywood Property Owners Alliance and Andrews International, Inc.

I have signed, as appropriate and appreciate your forwarding a copy back to me once it has been fully executed. If you have any questions, please let me know.

Best personal regards,

Roger Andrews

Roger Andrews
Executive Vice President

Encls.
RWA/hm



January 22, 2010

TO: Bill Farrar
Andrews International Security

FROM: Kerry Morrison
Executive Director, Hollywood Property Owners Alliance

SUBJECT: Change Order to Andrews/HPOA/CHC Contract

Bill, the boards of directors for both the Central Hollywood Coalition and the Hollywood Property Owners Alliance, in the course of adopting budgets for the 2010 calendar year, approved adjustments to the security program and budget for each BID. The HPOA board met on November 19, 2009 to review and adopt the budget. The CHC Board adopted their 2010 budget on November 10, 2009.

In addition, decisions were made this past year by both boards which changed provisions related to use of force policies for the BID security officers. On October 21, 2009, by action taken by the HPOA, and on October 13, 2009, by action taken by the Central Hollywood Board, an amendment will be made to the two contracts reflecting the addition to tasers as an alternative use of force option.

The attached change orders, once signed by all parties, should be appended to your core contracts with both organizations. New actions taken in 2009 are indicated with underlines and strikeouts.

Please note that for budgeting purposes, we have formulated a ratio of expenses, based in large part, upon the average of the two budgets for the past three years. This is the ratio used to divide shared costs relative to supervision, administrative office support, equipment and ancillary office services at the Security Headquarters:

CHC Security Patrol Budget	HPOA Security Patrol Budget	Total
\$740,460	\$1,538,755	\$2,279,215
Percentage of Admin Overhead		
34%	66 %	100 %

It has been a pleasure to work with you and your excellent team of officers over the past year, and we look forward to a very successful 2010.

cc: Craig Donahue, President, CHC Board of Directors
Duke Gallahger, Treasurer, CHC
Thaddeus Smith, President, HPOA Board of Directors
John Tronson, Chair, Security Committee, Hollywood Entertainment District
Travis Serpa, Chair, Security Committee, Sunset & Vine BID

APPROVED
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CONTRACTS

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

The Agreement dated January 1, 2007 between the Hollywood Property Owners Alliance (HPOA) and Andrews International, Inc. (A/I) is hereby amended to reflect the following:

Section 1 Protected Premises

Please note the revised Attachment A - Map which depicts the boundaries of the newly expanded Hollywood Entertainment District.

Section 2 (b) Uniforms and Equipment

Attachment B: Proposal for Security Services, dated October 19, 2006, is amended to reflect the following changes:

- In addition to the foot patrol services, a two-man bike patrol will be initiated to patrol in both the Hollywood Entertainment District and the Sunset & Vine BID, paid according to the 66 percent – 34 percent ratio;
- The monthly weapons qualification requirement for A/I officers is reduced from one time per month to bi-monthly.
- Officers will be provided access to non-lethal taser weapons. A/I will provide five (5) X-26 taser weapons with extended warranties for the Security Office with the costs split between the Hollywood Entertainment District (66 percent) and the Sunset & Vine BID (34 percent). Costs will be amortized over the next two years of this Agreement. Additionally, A/I will cover the costs to have all BID officers properly trained at A/I facilities on how to use the tasers in a use of force situation.

Section 3 Compensation

In consideration for the services to be provided by A/I hereunder, HPOA agrees to pay A/I fees in accordance with the revised quotation sheet (Attachment C); such fees to be payable upon weekly invoicing. 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. The compensation for 2010 shall not exceed ~~One Million Five Hundred Thirty Five Thousand Dollars (\$1,540,000)~~. One Million Five Hundred Thirty Eight Thousand Seven Hundred Fifty Five Dollars (\$1,538,755).

By signing where indicated below, HPOA and A/I agree that this Change Order amends the original contract dates January 1, 2007 and both parties agree to be bound by the terms and conditions of this Change Order.

Hollywood Property Owners Alliance

By: [Signature]
Kerry Morrison, Executive Director

Date: 2-2-10

Andrews International, Inc.

By: [Signature]
Roger Andrews, Senior Vice President
EXECUTIVE

Date: 2-4-10

