

Westwood Village Improvement Association Maintenance Program



Request for Proposals March 8, 2022

RESPOND TO:
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MAINTENANCE PROGRAM REQUEST FOR PROPOSALS

The Westwood Village Improvement Association (WVIA), a non-profit public benefit corporation, funded by a Property-Based Assessment District in Westwood, is seeking proposals from those interested in creating and operating a Maintenance Program in the District.

In its sole discretion, the WVIA reserves the right to (1) withdraw this Request for Proposals (RFP) without notice, (2) accept or reject any or all submittals, and (3) accept submittals which deviate from the RFP as the WVIA deems appropriate and in its best interest. The WVIA reserves the right to negotiate with any, all or none of the applicants responding to the RFP. Following submission, the applicant agrees to deliver such further details, information, and assurances relating to the purpose of providing a Maintenance Program. Presentations regarding submissions may be required at the sole discretion of the WVIA and may include a review of current services offered at other locations.

Any and all costs and expenses associated with the preparation of any report or statement in response to the RFP shall be borne by the applicant.

The WVIA shall have no obligation or liability with respect to this RFP and/or this selection and award process, nor does the WVIA make any representation that an award will be made. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this disclaimer and agrees to be bound by the terms hereof. The WVIA reserves the right to use any information submitted in response to this document in any manner it deems appropriate in evaluating the services proposed.

Proposals from interested applicants must be received by 2:00 p.m. on April 8, 2022 at the WVIA office or electronically. Any questions regarding this document should be submitted to:

Andrew Thomas, Executive Director
Westwood Village Improvement Association
10866 Wilshire Blvd.
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Overview

The Westwood Village Improvement Association's purpose is to provide special benefits beyond those provided by the City of Los Angeles. Property owners within the WVIA boundaries (see Map, Attachment A) pay a special assessment designed to fund these benefits, which focus on improving the physical and economic environment and creating a safe and inviting atmosphere. Providing a clean, safe and inviting atmosphere on District streets and sidewalks is of utmost importance.

It is evident in neglected city areas that poorly maintained streets, sidewalks, and City infrastructure have a negative impact on the economic vitality of a community. With the formation of the BID in 2011, district property owners, tenants and visitors have been able to enjoy the benefits of a well-maintained environment. Important tasks such as removing trash and graffiti, providing landscape maintenance, maintaining infrastructure, and picking up debris have led to the District's revitalization. The Westwood Village Improvement Association's goal is to continue with and expand upon the high standard of services we coordinate throughout our district. Other California cities that host similar programs are Long Beach, Pasadena, and Santa Monica.

The WVIA Maintenance Program will be deployed within the boundaries of the District and be coordinated with other WVIA services such as tree trimming and sidewalk repair. The WVIA will assist in this coordination and will provide an office and equipment storage space for the Maintenance Program.

Proposals must include a breakdown of costs for services on a yearly basis through December 31, 2026, taking into account anticipated wage increases. Costs breakdowns must include costs for personnel showing all details (pay rate per staff position, insurance, weekly hours proposed, annual hours proposed, benefits, and overhead or profit). Cost breakdowns must include annual costs for uniforms, equipment, supplies, administrative support and supplies, utilities, and any other necessary items.

Area of Services

The Contractor will provide the WVIA with a Maintenance Program that works within the boundaries of the Business Improvement District (see Map, Attachment A). It is crucial for the success of the Maintenance Program that this coverage be documented and proven.

Maintenance workers will cover designated areas on a specific schedule, determined in advance by the WVIA and the Contractor.

Terms and Conditions of the Contract

The term of this contract will be from contract execution until December 31, 2026. Thereafter, the WVIA will have the option to renew said contract on a month-to-month basis for up to three (3) additional years. The WVIA may terminate the contract without penalty at any time, with or without cause, by giving the contractor thirty (30) days prior written notice of its election to terminate. In the event the Contractor fails to perform services or is in default under the terms of the contract, the WVIA may terminate the contract immediately and the Contractor shall be paid only for the services provided, less any damages or costs incurred by the WVIA in the termination of the contract.

Maintenance Program Description

The objective of the Maintenance Program is to maintain a clean and inviting District seven days per week that positively affects the perceptions of workers, residents, and visitors. These services must be delivered in a professional manner that represents the Westwood Village Improvement Association.

To achieve these results, the Contractor must adhere to the following criteria:

- Maintenance workers will circulate throughout public areas of the District on a daily schedule to fulfill specific maintenance responsibilities.
- Work will be performed seven days per week, with the exception of holidays determined by the WVIA and agreed to by the Contractor.
- District streets, sidewalks, curbs, gutters, and alleys must be kept free of litter and debris.
- District trashcans must be consistently emptied. Litter must not be allowed to build up.
- District sidewalks must be power washed overnight on a schedule that is efficient and effective for keeping sidewalks clean and free of stains.
- District infrastructure (benches, trashcans, light poles, news racks, etc.) must be kept clean and free of graffiti, painted, and in good repair.
- All graffiti, stickers, handbills, and gum in the District must be removed immediately.
- Weeds growing in sidewalk cracks, building lines, tree wells, and in District street medians must be removed.
- The Contractor will identify “hot spot” areas of the District that need additional attention throughout the day. These areas will be put on a daily schedule for extra cleaning.
- All equipment recommended by the Contractor must be approved by the WVIA and branded with WVIA logos.
- Maintenance workers will communicate with WVIA staff and the Maintenance Program Manager to respond to immediate maintenance needs in the District.
- The Maintenance Program should incorporate all “best practices” and be equipped with an electronic device(s) to communicate internally and with appropriate agencies as well as document maintenance issues and all interactions with the public.
- The Maintenance Program should be equipped with electronic device(s) to record maintenance efforts and collected data (such as the number of trashcans emptied, power washing sq. footage, graffiti removed, etc.) on a daily basis with consistency and accuracy. Reporting on these efforts will be provided to the WVIA on a regular basis determined by the WVIA.
- The Maintenance Program will submit written weekly, monthly, and annual reports of their accomplishments to the WVIA.
- Maintenance workers will be outfitted with uniforms selected by the WVIA that compliment overall WVIA marketing efforts.
- The Contractor will provide all equipment and supplies needed to provide stated services.

- The Contractor must provide a dedicated on-site Manager or management team who are available at all times for the supervision of Maintenance workers.
- A deployment schedule must be made available to the WVIA.

Contractor's Responsibilities

- Staff, supervise, train, and administer the Maintenance Program for the WVIA.
- Uphold rigorous hiring standards that include background checks and drug testing.
- Develop and provide a training program for the Maintenance Program that includes both classroom and in-field training.
- Execute above Program Description.
- Maximize resources, staffing, and deployment while remaining within the agreed upon budget.
- Carry out a schedule that can fluctuate daily, seasonally, and as specified by the WVIA to accommodate special events or other changing conditions.
- Provide and maintain uniforms for the Maintenance workers. All personnel will be distinctly identified (uniformed) as working on behalf of the WVIA.
- Provide appropriate communication devices and all related equipment to Maintenance workers.
- Provide services in a professional manner, to the satisfaction of the WVIA.
- Submit written maintenance reports to the WVIA on a daily, weekly, monthly, and annual basis.
- Interact with the appropriate WVIA staff and law enforcement personnel in reporting maintenance issues and municipal code violations.

WVIA Responsibilities

- Oversee Contractor services and contract administration.
- Provide assistance and direction to the Contractor in the training of the Maintenance workers.
- Provide office and storage space for the Maintenance Program.
- Coordinate with the City of Los Angeles and other entities.

Personnel

All personnel used by the Contractor under this program will be employees of the Contractor. The Contractor shall pay all salaries, insurance and expenses, and all federal and state taxes. The Contractor must comply with

legal requirements including the Federal Fair Labor Standards Act, Equal Opportunity Employment, and the Americans with Disabilities Act. The WVIA has the right to reject any of the Contractor's employees or request immediate replacement without cause.

The Contractor, the Contractor's employees, and its subcontractors, shall be competent and careful workers skilled in their respective trades. Subcontractors shall be subject to prior approval by the WVIA. The Contractor shall not knowingly employ nor contract with any person who engages in misconduct or is incompetent or negligent in due and proper performance of his or her duties. The Contractor must warrant the fitness of all employees.

All Maintenance workers must pass a thorough background check and pass a 10-panel drug test, to be administered by the Contractor. The WVIA shall have the right to require the Contractor to remove any employee who displays misconduct toward the public or public property, or is in any way discourteous or inappropriate to the public. The WVIA shall also have the right to review employment files for all Contractor employees working in the District.

Training

Training will be important to the success of the Maintenance Program. Training will include extensive initial training as well as ongoing training programs to refresh basic knowledge. Initial training will consist of classroom and field instruction prior to Maintenance workers working in the District. The Contractor shall provide for initial training and appropriate in-service training. The Contractor shall submit a detailed training program plan and schedule with this proposal. Detailed training practices and manuals must be made available to the WVIA prior to training.

Training provided by the Contractor at Contractor's expense shall include, but not be limited to:

- Philosophy and mission of the WVIA and the Maintenance Program
- Policies regarding personal conduct, attitude and etiquette
- Perception, and the role of the Maintenance Program in creating the desired District environment
- Public relations and customer service
- Employee Code of Conduct/Rules and Regulations
- Thorough training on job duties and expectations
- Scheduling, assignments, procedures
- Uniform maintenance and appearance
- Equipment use and maintenance
- Radio/Communications device use and etiquette
- Data collection devices
- Daily procedures
- Special Events procedures
- Data collection, report writing, emergency reporting procedures
- Personal safety policies and procedures; emergency procedures
- Legal responsibilities
- Street Smarts, awareness and dealing with conflict
- Chain of command
- District knowledge
- Classroom and field training: District geography, points of interest, businesses, and services
- History and organization of Westwood Village
- Westwood Village businesses, parking and attractions
- Dealing with emotional behavior, mentally ill persons, homeless, aggressive behavior, etc.

- Community sensitivity and cultural diversity
- Dealing with youth and gangs

Hours of Operation

The WVIA proposes that the Contractor will provide Maintenance staff daily from 6:00 a.m. to 6:00 p.m. Power washing is to be completed overnight, with a suggested time frame of 9:00 p.m. to 5:30 a.m. The Contractor shall provide the WVIA with recommended staffing hours, timeframes and schedules to most efficiently complete all daily tasks.

Final schedules and staffing will be determined by the WVIA and the Contractor, and may be modified based on seasonal demand or special events. A schedule of holidays observed will be agreed upon in advance, and employees whose regular work schedule includes an observed holiday will be compensated with holiday pay. The Proposal should outline the proposed holiday schedule.

Any schedules or services to be performed outside of the normal scope of the program must be approved in advance by the WVIA. In those cases, the Contractor and the WVIA will agree on a fee or hourly rate for providing services for special situations or events not included in the regular weekly schedule. Maintenance workers shall not perform services for private individuals, other organizations, or special events within District boundaries without the prior approval of the WVIA.

Equipment

Basic Cleaning Equipment and Products - Each Maintenance worker will be equipped with a Brute can, pan and broom, gloves, protective eyewear, cleaning agents that disinfect and remove dirt, stains, graffiti, etc., scrapers for sticker and gum removal, and all products and equipment necessary to meet a high level of service.

The Contractor will purchase basic cleaning equipment and products for use by the Maintenance staff. The Contractor shall be responsible for keeping an inventory and replenishing equipment and products in a timely manner that ensures there is no disruption to service.

Communications Devices - Each Maintenance worker will be equipped with a communications device(s) that allows them to communicate with their supervisors and other maintenance personnel.

The Contractor will purchase communications equipment for use by the Maintenance staff. The Contractor shall provide regular maintenance for the communications equipment. The Contractor shall be responsible for damage to communications equipment, including normal wear and tear, and shall replace, at Contractor's expense, any equipment lost, stolen or destroyed. All communications devices shall be maintained in good working order throughout the Contract period. Problems with function of, or damage to, communications equipment must be reported to the WVIA immediately.

Data Collection Devices - Each Maintenance worker will be equipped with a device for collecting data and will be responsible for inputting all interactions with persons assisted, along with data for maintenance tasks completed, such as trashcans emptied, graffiti removed, etc.

The Contractor will purchase data collection devices for use by the Maintenance staff. The Contractor shall provide regular maintenance for the data collection devices. The Contractor shall be responsible for damage to data collection devices, including normal wear and tear, and shall replace, at Contractor's expense, any equipment lost, stolen or destroyed. All data collection devices shall be maintained in good working order throughout the

Contract period. Problems with function of or damage to the data collection devices must be reported to the WVIA immediately.

The data collection devices must come with software capable of documenting all public and business interactions as well as maintenance issues and tasks completed. This data must be immediately available to the WVIA via a Web-based platform or regular synchronization. The Contractor must house data collection on redundant servers and present the WVIA with an annual Disaster Recovery plan for this information.

All information housed by the Contractor belongs to the WVIA and must be returned to the WVIA at the WVIA's request, in a manner and format determined by the WVIA, an obligation that shall survive contract termination.

Pressure Washer – Maintenance workers responsible for keeping District sidewalks disinfected and free of stains will be equipped with the use of a pressure washer.

The Contractor will purchase a pressure washer and related products for use by the Maintenance staff. The Contractor shall provide regular maintenance for the pressure washer. The Contractor shall be responsible for damage to the pressure washer, including normal wear and tear, and shall replace, at Contractor's expense, any aspect of the pressure washer that is lost, stolen or destroyed. The pressure washer shall be maintained in good working order throughout the Contract period. The Contractor must secure a warranty for the pressure washer. Problems with function of or damage to the pressure washer must be reported to the WVIA immediately.

Company Vehicle – Approved Maintenance workers will be equipped with the use of a company vehicle (truck) for maintenance tasks such as emptying District trashcans and transporting equipment such as a pressure washer. Maintenance workers approved to use the company vehicle must have a valid California driver's license, a clean driving record, and must be listed as an approved driver under the Contractor's auto insurance policy.

The Contractor will purchase a company vehicle (truck) for use by approved Maintenance staff. The Contractor shall provide regular maintenance for the company vehicle. The Contractor shall be responsible for damage to the company vehicle, including normal wear and tear, and shall replace, at Contractor's expense, any aspect of the company vehicle that is lost, stolen or destroyed. The company vehicle shall be maintained in good working order throughout the Contract period. The Contractor must secure a warranty for the company vehicle. Problems with function of or damage to the company vehicle must be reported to the WVIA immediately. The Contractor will maintain required auto insurance for the company vehicle at all times.

Other Equipment - Other equipment necessary to perform the above-described scope of services will be provided by the Contractor and should be detailed in response to the RFP. The WVIA must approve any and all equipment proposed for use by the Contractor. All equipment purchased with funds under this contract shall belong to the WVIA and shall, at the WVIA's option, revert to the WVIA at the termination of this contract.

The WVIA shall have the option to display the WVIA logo on all equipment used by the Contractor to provide the above-described scope of services.

Uniforms

All Maintenance workers and their equipment will be distinctly identified (uniformed) as working on behalf of the WVIA. The WVIA will specify the uniform elements, and the Contractor will purchase all uniforms through a vendor agreed to by the WVIA. Maintenance staff uniforms will consist of shorts in warmer months and pants in cooler months, with a shirt that has the WVIA's logo patch affixed to it. The color of the uniform pants and shirts will be specified by the WVIA. The Contractor will pay for these uniform elements.

The Contractor will also supply each Maintenance worker with additional uniform elements. These items may include: belt, nametag, shoes, uniform caps or hats, fanny packs, rain ponchos, rain suits, lightweight jackets and/or heavy jackets.

All uniform elements will be well maintained in a clean and acceptable condition by the Contractor at all times. Maintenance workers must not wear dirty or disheveled uniforms while on duty. All uniform elements paid for by the Contractor are the properties of the WVIA and will be accounted for and returned when deemed necessary by the WVIA.

All Contractor employees providing services for the WVIA will be required to wear uniforms while on duty. Maintenance staff shall not wear uniform items with the WVIA logo for purposes other than assigned duties or during scheduled working hours. The uniforms will not be used at any other time, except for the commute to and from work. All uniforms with logos are required to be covered up during the commute to and from work. Additionally, uniform logos must be covered up during employee lunch and break periods.

Operations Center

The WVIA will provide an Operations Center for use as a base of operations for the Maintenance Program. The Contractor must conduct its own space planning to maximize use of the space. The Contractor must also furnish the space with necessary items such as desks, chairs, tables, telephones, etc.

The Contractor will be responsible for the overall maintenance of the Operations Center and its furnishings, which are to be used by their personnel. The Operations Center and its contents shall be maintained in a clean and acceptable condition at all times. Any damage to the Operations Center, other than normal wear and tear, shall be reported immediately to the WVIA and repaired by the Contractor at the Contractor's expense.

Insurance Requirements

Contractor's Insurance

Prior to commencing work, the Contractor shall procure and maintain at the Contractor's own cost and expense, for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

The Westwood Village Improvement Association and the City of Los Angeles shall be named as additional insured under such insurance policies and, the Contractor shall provide the WVIA with Certificates of Insurance evidencing such insurance and proof of payment of insurance premiums. The Contractor must notify the WVIA within 24 hours of any cancellations of such insurance policies.

Without in any way affecting the indemnity provided, the Contractor shall secure before commencement of the work, and throughout the Contract, the following types and amounts of insurance:

Minimum Limits of Insurance

The Contractor shall obtain insurance of the types and in the amounts described below (subject to modification prior to contract execution):

- 1) Commercial General Liability Insurance**

The Contractor shall maintain commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence/\$2,000,000 in the general aggregate.

2) Business Auto Liability Insurance

The Contractor shall maintain business auto liability with a limit of not less than \$2,000,000 each accident.

3) Umbrella/Excess Liability

The Contractor shall maintain a policy for excess liability with a limit of not less than \$5,000,000 each occurrence and \$5,000,000 annual aggregate.

4) Workers' Compensation and Employer's Liability Insurance

The Contractor shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 minimum per accident for bodily injury or disease.

5) Property Damage

The Contractor shall maintain broad form property damage insurance, to include fire legal liability with a limit of not less than \$50,000 per occurrence.

Minimum Scope of Insurance

- 1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.
- 2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) accidents or occurrences. Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the WVIA. At the option of the WVIA and the City of Los Angeles, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the WVIA and the City of Los Angeles, its officers, officials, employees, or volunteers; or the Contractor shall provide a financial guarantee satisfactory to the WVIA and the City of Los Angeles guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following

provisions:

- 1) Westwood Village Improvement Association, its officers, officials, employees, and volunteers as well as the City of Los Angeles, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. The WVIA, the City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.
- 2) For any claims related to this project, the Contractor's insurance coverage shall be primary as respects the WVIA, its officers, officials, employees, and volunteers, as well as the City of Los Angeles, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Los Angeles, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Workers' Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the Westwood Village Improvement Association and the City of Los Angeles, its officers, officials, employees, and volunteers for losses arising from activities and operations of the Contractor in the performance of services under the contract.

All Coverages

- 1) Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the WVIA and the City as set forth in the notice requirement of this Agreement.
- 2) If the Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. The WVIA and the City, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach. Alternatively, the WVIA and the City may purchase such coverage (but has no special obligation to do so), and without further notice to the Contractor, the WVIA and the City may deduct from sums due to the Contractor any premium costs advanced by the WVIA and the City for such insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City of Los Angeles's Risk Manager.

Verification of Coverage

The Contractor shall furnish the WVIA and the City of Los Angeles with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the WVIA or the City of Los Angeles, or on other than the WVIA and City of Los Angeles's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Los Angeles before work commences. The WVIA

and the City of Los Angeles reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Indemnity Agreement

The Contractor shall sign an Indemnification and Hold Harmless Agreement, agreeing to the following: Indemnitor shall defend, indemnify, and hold harmless the Westwood Village Improvement Association, board, officers, director, staff, property owners, merchants and vendors, the City of Los Angeles, members of its Council, boards, commissions, officers, agents, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merit or outcome of any such claim or suit, resulting from the alleged acts or omissions of permittee, its officers, agents, or employees in connection with the permitted event or activity. Nothing contained herein shall be construed as obligating Indemnitor to indemnify Westwood Village Improvement Association or City of Los Angeles, their Council, boards, commissions, officers, agents, volunteers, and employees for losses resulting from its sole or active negligence or willful misconduct.

Policies

The Contractor shall establish and publish detailed policies and procedures and provide an employee handbook for all employees. The Contractor will adopt and include in its employee handbook policies relating to personal conduct while on duty, conduct in the Operations Center, and customer service. These policies will be suggested by and must receive prior approval from the WVIA.

Audit

The WVIA reserves the right to audit employee payroll records and review testing programs, policies and procedures, the employee handbook, other written information, and observe training.

The Contractor shall furnish a weekly and monthly summary of hours of service provided. A weekly and monthly summary shall be provided to include significant events, problems noted, and an overall evaluation of performance with suggested corrective action where necessary.

Logo

The Westwood Village Improvement Association has developed a logo for the exclusive use by the WVIA. This logo shall not be used for other purposes without the written consent of the WVIA. The Contractor will not use or refer to the WVIA or the District, directly or indirectly, in any advertisement, news release or release to any publication without written consent of the WVIA.

Attachments

EXHIBIT A: Map of District Boundaries



