

# APPROVED

JAN 04 2024

**BOARD REPORT**

**BOARD OF RECREATION  
AND PARK COMMISSIONERS**


NO. 24-015

DATE: January 04, 2024

C.D. 4

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: GRIFFITH OBSERVATORY – PARTNERSHIP AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND GRIFFITH OBSERVATORY FOUNDATION FOR THE INSTALLATION, OPERATION, AND ONGOING SERVICE OF INTERNAL AND PUBLIC WI-FI AT GRIFFITH OBSERVATORY - CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15302 [REPLACEMENT OF EXISTING STRUCTURES OR FACILITIES WHERE THE NEW STRUCTURE WILL BE LOCATED ON THE SAME SITE AND HAVE SUBSTANTIALLY THE SAME PURPOSE AND CAPACITY AS THE STRUCTURE REPLACED] OF THE CALIFORNIA CEQA GUIDELINES AS WELL AS TO ARTICLE III, SECTION 1, CLASS 2 OF CITY OF LOS ANGELES CEQA GUIDELINES

B. Aguirre		M. Rudnick	_____
B. Jones	_____	C. Santo Domingo	_____
B. Jackson	_____	N. Williams	_____

  
\_\_\_\_\_  
General Manager

Approved   X                        Disapproved \_\_\_\_\_                      Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve a proposed partnership agreement (Agreement) between the City of Los Angeles (CITY) and Griffith Observatory Foundation (Foundation), for a term of three (3) years for the installation, operation, and ongoing service of free internal and public Wi-Fi at Griffith Observatory (Observatory), substantially in the form attached as Attachment 1 to this report, subject to the approval of the City Attorney as to form.
2. Authorize the Chief Accounting Employee for the Department of Recreation and Parks (RAP) to make technical corrections as necessary to implement the intent of this Report;
3. Determine that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15302 [Replacement of existing structures or facilities where the new structure will be located on the same site and have substantially the same purpose and capacity as the structure replaced] of the California CEQA Guidelines as well as to Article III, Section 1, Class 2 of City of Los Angeles CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;

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4. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing a NOE;
5. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Agreement to the City Attorney for review and approval as to form; and
6. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals.

### BACKGROUND

Griffith Observatory is located at 2800 East Observatory Road in Griffith Park. The Observatory opened in 1935 and is an icon of Los Angeles, a national leader in public astronomy, and one of Southern California's most popular attractions. The Observatory is engaged in a formal partnership (Agreement #3972, the "MOU") with the non-profit Griffith Observatory Foundation which provides essential financial and organizational assistance, programming support, advocacy, and other forms of support to enhance the Observatory for public benefit. The longstanding collaboration, since 1978, between the Observatory and the Foundation has proven very beneficial to the Observatory and CITY.

The Observatory annually attracts 1.5 million visitors through its doors and millions more to the Observatory's grounds and parking. Given the isolated physical Observatory location, availability of cellular service at the Observatory is limited and sporadic. This challenge of connection necessitates a reliance on alternative means of communication. Prior public Wi-Fi service on the Observatory exterior, provided through a Department agreement with another vendor, was extremely limited. Current interior Wi-Fi for the Observatory is an internal, makeshift system of off-the-shelf products. Both the Observatory and Foundation believe a more reliable Wi-Fi system for the public is needed.

### THE PUBLIC WI-FI INITIATIVE

The Observatory and Foundation seek to dramatically improve the scope, speed, and quality of internal and public Wi-Fi at the Observatory. Discussions began over a year ago regarding project goals and a division of responsibility. From the beginning, this was viewed as a joint partnership effort, with each organization making contributions. Improved Wi-Fi service would serve a diverse range of users, including the general public, Observatory and Foundation staff (both for professional and personal use), events, educational programming, exhibit accessibility, and other uses yet to be defined. The installation and use of this new system will be a leap forward in technological capability for the Observatory, which is a key strategic goal for the Observatory and Foundation.

Two major project objectives emerged: 1) securing a new source of robust connectivity (separate from City connectivity); and 2) installing a building- and site-wide "mesh network" of access points that would create continuous Wi-Fi in all locations inside and outside the building. The Foundation committed to securing the new connectivity and to purchasing most of the hardware for the mesh

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network. The Observatory committed to procuring equipment that enabled the network to function, including the firewall devices and significant amounts of the cabling and cable installation inside and outside the building. The Foundation executed procurements for connectivity services and for the purchase and installation of the mesh network hardware. The Foundation also agreed to operate the Wi-Fi network for at least the first three years after installation. Both organizations agreed to provide content for users and to be responsible for the repair, maintenance, or replacement costs of equipment owned by each respective party.

### USER EXPERIENCE

The Foundation will be the designated “provider” for the public Wi-Fi. The free public user experience (“UX”) will be designed to be consistent with industry standards and RAP sponsorship policies. Upon selecting the public Wi-Fi network associated with the services described in this report, visitors will be taken to a registration page where they will be required to enter their email address and to select an option of whether they do or do not wish to subscribe to Foundation emails. Visitors are NOT required to subscribe to Foundation emails as a condition of using the public Wi-Fi. Visitors who submit their email and subscription choice will be taken to a confirmation page, where they will be required to accept standard terms and conditions (“T&C”) associated with the use of the public Wi-Fi. They will also receive an email confirming their subscription choice. Visitors who agree to the T&C will be connected to the public Wi-Fi and directed to a page on the Observatory website. The page will provide visitors information about the Observatory and options for their visit. From there, visitors may access the internet. Examples of what the user experience will look like is attached at Attachment 2 to this report. Importantly, the proposed Agreement provides that the UX will require RAP approval prior to its implementation.

In recognition of the Foundation’s significant investment (roughly \$150,000 for initial hardware and installation, \$54,000 (\$18,000 annually for three years) for connectivity, and \$50,000 in staff time for preparation and ongoing operation) in providing the free public Wi-Fi, the Foundation is authorized to identify appropriate financial support partners during the term of this Agreement. Foundation is authorized to provide partners with messaging opportunities related to public Wi-Fi access. Messaging opportunities can include, but are not limited to, brief video promotions, SSID naming rights, and physical and/or digital sponsor recognition. Examples of sponsor recognition are set forth in Attachment 2. Such messaging opportunities shall be compliant with CITY/RAP regulations and RAP sponsorship policies and be family friendly. All partner messaging, including number and length of messages, shall be reviewed and approved by RAP and CITY in advance of posting on a timely basis. No other internet or Wi-Fi partners at the Observatory that are competitive to those secured by Foundation would be permitted for the term of the Agreement. It should be noted that, per the MOU between the CITY and Foundation the Foundation is the exclusive non-profit partner for fundraising for the Observatory and on Observatory property. All funds raised for messaging opportunities in connection with the Agreement will be used solely to fund primarily the provision of the Wi-Fi services and secondarily to support Observatory operations.

### PROPOSED AGREEMENT

The proposed Agreement sets forth the Foundation and Observatory respective roles,

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responsibilities, and relationship with respect to the furnishing, installing, operating, and maintaining the new connectivity and Wi-Fi services. The Agreement describes the user experience and possible sponsorship messaging, in addition to describing how the Foundation and Observatory shall provide content. The Agreement also addresses issues of copyright, intellectual property, confidentiality, liability, indemnification, and insurance. The proposed Agreement has a term of three (3) years unless the Agreement is terminated by either party. The initial three (3)-year term is within the five (5)-year hardware service agreement negotiated by the Foundation as part of their equipment purchase. Both the Foundation and Observatory agree to promote the Wi-Fi services vigorously, using physical signs, the joint Observatory/ Foundation website, and social media posts.

### ENVIRONMENTAL IMPACT

The proposed Project consists of replacement of existing structures where the new structure will be located on the same site and have substantially the same purpose and capacity as the structure replaced.

According to the parcel profile report retrieved December 12, 2023, does not reside in a liquefaction, methane or coastal zone. The site is a City of Los Angeles Historic Cultural Monument (HCM), but the proposed Project does not affect the historic nature of the Observatory. As such, there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of December 12, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 1,000 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, although the proposed Project is located in proximity of a known historical resource, it will not cause a substantial adverse change in its significance.

Based in this information, staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15302 of California CEQA Guidelines and to Article III, Section 1, Class 2 of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

### FISCAL IMPACT

The Foundation will invest approximately \$250,000 during the three-year term, purchasing the bulk of the hardware and maintenance for the project (approximately \$150,000), paying for the annual connectivity (about \$54,000), and paying roughly \$50,000 for staff time to prepare, install and operate the Wi-Fi network. Observatory expenditures for its hardware contributions were purchased out of Observatory funds for approximately \$50,000. The Observatory is also providing

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staff time to assist with installation and cable runs.

This report was prepared by Mark Pine, Deputy Director, Griffith Observatory, and Drew Vazinpour, Management Analyst, Griffith Observatory.

### LIST OF ATTACHMENTS

- 1) Proposed AGREEMENT
- 2) EXHIBIT A: Griffith Observatory Wi-Fi User Experience

**PARTNERSHIP AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND GRIFFITH OBSERVATORY FOUNDATION FOR THE INSTALLATION, OPERATION, AND ONGOING SERVICE OF INTERNAL AND PUBLIC WI-FI AT GRIFFITH OBSERVATORY**

**Contract No. \_\_\_\_\_**

This partnership agreement ("AGREEMENT") is entered into as of \_\_\_\_\_, ("COMMENCEMENT DATE") by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and Griffith Observatory Foundation ("FOUNDATION"), a California non-profit public benefit corporation.

WHEREAS, CITY, through its Department of Recreation & Parks ("RAP") (collectively, the CITY, RAP and FOUNDATION are the "PARTIES" and individually, each is a "PARTY"), owns and operates Griffith Observatory ("OBSERVATORY"); and,

WHEREAS, RAP provides services that enhance the visitor experience and educate the public at the OBSERVATORY; and

WHEREAS, FOUNDATION is the OBSERVATORY'S exclusive non-profit partner, providing support and fundraising for the Observatory through Agreement No. 3972 (MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ANGELES AND GRIFFITH OBSERVATORY FOUNDATION ESTABLISHING ROLES, RESPONSIBILITIES, AND THE RELATIONSHIP OF SUPPORT TO GRIFFITH OBSERVATORY, the "MOU"); and

WHEREAS, the PARTIES wish to set forth an agreement through which FOUNDATION shall provide Wi-Fi and enabling connectivity inside the OBSERVATORY and on its immediate exterior vicinity (lawn, terraces, parking lots), which, as described herein, shall provide multiple benefits including, but not limited to, a visitor service, enhanced connectivity, and a means to provide an accessible digital information portal to communicate OBSERVATORY, FOUNDATION, and RAP messaging to the public ("SERVICES"); and

WHEREAS, the PARTIES are agreed on material and maintenance purchases to be made by both FOUNDATION and OBSERVATORY to enable the provision of the SERVICES; and,

WHEREAS, CITY has agreed to accept this offer of installation, operations, and ongoing maintenance of the SERVICES upon the terms and conditions of this AGREEMENT as approved at the meeting of the Board of Recreation and Park Commissioners ("BOARD") on \_\_\_\_\_ (Board Report No. XX-XXX).

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein and the performance thereof, which shall constitute good and valuable consideration, the PARTIES hereby agree as follows:

## **1. Description of the SERVICES**

1.1 FOUNDATION shall provide the SERVICES without charge to CITY. FOUNDATION and OBSERVATORY shall each procure a portion of the equipment to enable the SERVICES and shall collaborate in good faith on installation of equipment. The individual contributions by FOUNDATION and OBSERVATORY are described in Sections 3 and 4, respectively, of this AGREEMENT.

1.2 FOUNDATION shall be responsible for the ongoing operation of the SERVICES, with cooperation from the OBSERVATORY. The SERVICES will include public and internal Wi-Fi through a wireless mesh network installed inside and on the grounds of the Observatory and the ongoing high-speed connectivity to enable the provision of both the Wi-Fi and other programmatic activities of the OBSERVATORY and FOUNDATION.

1.3 SERVICES shall comply with all relevant CITY and RAP policies and regulations and with OBSERVATORY policies and programmatic objectives.

1.4 SERVICES shall be made available to park visitors for free.

1.5 SERVICES shall be referred to as “Approved Griffith Observatory Wi-Fi” and FOUNDATION shall be referred to as an “Approved Wi-Fi Provider for Griffith Observatory.”

1.6 OBSERVATORY or CITY information content, including web links to OBSERVATORY, RAP, and CITY sites, which are presented via the SERVICES, shall be provided and/or approved by RAP and CITY at their sole discretion (“CONTENT”).

1.7 CITY acknowledges the SERVICES may be supported with funding from PARTNERS, defined here as a corporate sponsor, advertiser, donor to the FOUNDATION, or any other party that FOUNDATION chooses to acknowledge in connection with SERVICES. The solicitation and maintenance of such PARTNER relationships shall be the sole responsibility of the FOUNDATION. Any funding secured from PARTNERS to support the SERVICES shall accrue solely to the FOUNDATION and solely for the benefit of the provision of the SERVICES. All funds raised from sponsor messaging opportunities in connection with the AGREEMENT will be used solely to fund primarily the provision of the Wi-Fi services and secondarily to support OBSERVATORY operations. Notwithstanding the foregoing, FOUNDATION shall select PARTNERS in accordance with RAP’s sponsorship policies.

1.8 The PARTIES acknowledge that the speed of SERVICES is subject to multiple factors beyond the control of FOUNDATION, including but not limited to the available speed of broadband services from third party providers and the volume of visitor usage. For the purpose of clarity, CITY acknowledges that visitor demand for higher-than-average data use, such as is required for streaming movies or downloading large files, is not standard in free public systems and is therefore not contemplated as part of the SERVICES. Such uses shall be mitigated by Quality of Service (QOS) profiles.

## 2. Description of FOUNDATION Wi-Fi User Experience

2.1 The SERVICES will be provided consistent with industry best practices for Wi-Fi services. SERVICES associated with internal use by OBSERVATORY and FOUNDATION staff shall be designed to best serve their needs. The public Wi-Fi services shall be provided as follows (User Experience or “UX” illustrated in **EXHIBIT A**):

- **SELECTION**: Visitors who wish to use public Wi-Fi while at the Observatory shall select the Wi-Fi network associated with the SERVICES on their device.
- **REGISTRATION**: Visitors who select the network will be taken to a registration page, where they will be required to enter their email address and to select an option of whether they do or do not wish to subscribe to FOUNDATION emails. Visitors are NOT required to subscribe to FOUNDATION emails as a condition of using the public Wi-Fi.
- **CONFIRMATION**: Visitors who submit their email and subscription choice will be taken to a confirmation page, where they will be required to accept standard terms and conditions (“T&C”) associated with the use of the public Wi-Fi. They will also receive an email confirming their subscription choice.
- **WELCOME**: Visitors who agree to the T&C will be connected to the public Wi-Fi and directed to a page on the Observatory website. The page will provide information about OBSERVATORY and options for their visit. From there, visitors access the internet.

2.2 The PARTIES acknowledge that FOUNDATION may update the UX from time-to-time to improve the interface as well as the utility and experience of user, but consistent with the provisions set forth herein. For the purpose of clarity, the UX, including the presentation design and screen flow, is not considered to be CONTENT and is the sole intellectual property of FOUNDATION. The FOUNDATION is authorized to identify appropriate partner(s), subject to RAP sponsor and messaging policies.

2.3 PARTNER messaging shall be compliant with CITY/RAP regulations and be family friendly. All PARTNER messaging, including number and length of messages, shall be reviewed and approved by RAP and CITY in advance of posting on a timely basis. PARTNER messaging may be applied at any of the four steps of the UX process described above, including, but not limited to, the following: sponsor name recognition, banner promotion, brief video promotion, and sponsor recognition on physical signs on OBSERVATORY grounds. Such messaging shall be similar in format to that set forth in **EXHIBIT A**. See also Section 3.5 for more detail.

## 3. Role of FOUNDATION

3.1 FOUNDATION shall be responsible for purchasing and installing at its own expense the mesh network equipment required to provide the SERVICES, which may include, but is not limited to, wireless access points (APs), small cells, DAS, LTE-U transmitters, signal beams, repeaters, modems, antennas, POE adapters, satellite dishes, along with related software as needed (“FOUNDATION EQUIPMENT”). FOUNDATION EQUIPMENT shall be the responsibility of FOUNDATION, including servicing and repair, and shall always remain the sole property of



FOUNDATION. The OBSERVATORY shall also provide equipment that enables the SERVICES (see Section 4.1). FOUNDATION shall reasonably clean up and restore any OBSERVATORY elements after any work performed onsite by FOUNDATION or its contractors.

3.2 FOUNDATION shall provide OBSERVATORY and RAP with proposed site maps for, and details/specification of, interior and exterior installations of FOUNDATION EQUIPMENT for CITY'S final approval, which approval shall not be unreasonably withheld or delayed. FOUNDATION shall provide any additional documentation regarding the FOUNDATION EQUIPMENT as may be requested by RAP. Any substantive changes in site maps and installation specifications once approved require advance approval of CITY by RAP, prior to implementation, which approval shall not be unreasonably withheld or delayed.

3.3 FOUNDATION shall be responsible for repair or replacement cost of equipment owned by the FOUNDATION necessary to provide the SERVICES, as long as the breakage is not a result of actions taken by the CITY or RAP, or due to vandalism that could have been reasonably protected against by CITY or RAP.

3.4 FOUNDATION shall, at its own expense, arrange and pay for internet connections ("BROADBAND CONNECTIONS") at the OBSERVATORY, with sufficient speed to support the SERVICES in a commercially reasonable manner. FOUNDATION and its contractors shall be granted access to OBSERVATORY as needed by CITY to install, or oversee the installation of, the BROADBAND CONNECTIONS, and to service, repair and/or maintain the BROADBAND CONNECTIONS as needed through the issuance of a Right of Entry permit customarily issued by RAP, which shall include standard insurance and indemnification provisions for access and installation activities at OBSERVATORY.

3.5 FOUNDATION, in its sole discretion and at its sole expense, is authorized to identify and contract with appropriate PARTNERS at any time during the term of this AGREEMENT subject to compliance with RAP sponsorship policies. FOUNDATION, at its sole expense, is authorized to provide PARTNERS with sponsorship opportunities related to SERVICES as described in Section 2.3. Sponsorship opportunities can include, but are not limited to, brief video promotions, SSID naming rights, physical and/or digital sponsor recognition or acknowledgements. All PARTNER messaging related to SERVICES shall be compliant with CITY/RAP regulations and family friendly. All PARTNER messaging shall be reviewed and approved in advance of posting by OBSERVATORY on a timely basis, which approval shall not be unreasonably withheld. There shall be no sponsorship of Wi-Fi or other internet connectivity services at OBSERVATORY that are competitive to PARTNERS secured by FOUNDATION during the term of this Agreement. For the purposes of clarity, this applies to sponsorship of internet and Wi-Fi connectivity at the OBSERVATORY only, not sponsorship for any other RAP programs or initiatives. Per the MOU between the CITY and FOUNDATION, the FOUNDATION is the exclusive organization authorized to raise funds for the OBSERVATORY on OBSERVATORY property.

3.6 FOUNDATION shall coordinate with OBSERVATORY and RAP to develop CONTENT on the LANDING PAGE that enhances the visitor experience.

3.7 FOUNDATION will share all user data from the SERVICES as requested by RAP (“DATA”). FOUNDATION shall ensure that DATA comprised in whole or in part of personally identifiable information is not collected or stored as part of the SERVICES. DATA can be helpful to understand visitor use patterns, assist in operational decision making, and serve as a forecasting tool. FOUNDATION will adhere to industry standard practices with respect to collection of DATA. Email addresses and other user contact information, which may be requested of users of the SERVICES as part of the Wi-Fi authentication process, shall be considered part of the DATA. For clarity, all users must agree to the T&C in order to use the SERVICES and gain free access to the Internet. CITY and RAP agree that DATA shall be for non-commercial internal use only by the FOUNDATION and CITY for the purpose of supporting the OBSERVATORY, such that it shall not disclose DATA to any third party. Notwithstanding the foregoing, if CITY or RAP needs to disclose aggregated visitor DATA (which does not include contact information) as a function of solicitation for services and/or grants, or for other necessary public reporting purposes, such use of said aggregated visitor traffic data is permitted. This provision shall survive the termination or expiration of this Agreement.

3.8 FOUNDATION shall provide OBSERVATORY and RAP with proposed signage, which includes any sponsor recognition, for use on OBSERVATORY exterior on or after the initiation of SERVICES. FOUNDATION and OBSERVATORY will prepare a sign placement plan, for RAP’S final approval, which approval shall not be unreasonably withheld or delayed. Signage may include PARTNER recognition as appropriate and consistent with RAP sponsorship policies and consistent in format with the example of on-site signage set forth in **EXHIBIT A**.

3.9 FOUNDATION will interact with OBSERVATORY on-site liaison, point of contact (“POC”) regarding the SERVICES. Said POC shall be identified by RAP, as may be needed to periodically test, upgrade, or troubleshoot the SERVICES from time-to-time.

3.10 FOUNDATION shall respond to questions or requests regarding the SERVICES from CITY and RAP in a timely manner.

#### **4. Role of OBSERVATORY**

4.1 OBSERVATORY shall enable the SERVICES by purchasing and providing the ethernet access switch, firewalls in a high-availability configuration, uninterruptible power supplies (“UPS”), cables, electrical wirings, conduit, equipment cabinets and any mounting brackets or other necessary materials and equipment to be integrated into the network (“OBSERVATORY EQUIPMENT”) which shall remain the property of the CITY. RAP shall be responsible for maintaining and repairing OBSERVATORY EQUIPMENT. OBSERVATORY shall provide FOUNDATION with input on CONTENT presented through the SERVICES based on the priorities of OBSERVATORY and will collaborate with FOUNDATION to include CONTENT for the UX that enhances the visitor experience. OBSERVATORY staff shall also provide cabling and installation

assistance to FOUNDATION both as a contribution to the project and to protect sensitive areas of the OBSERVATORY building.

4.2 OBSERVATORY shall provide CONTENT elements, at OBSERVATORY's sole discretion, at no cost to FOUNDATION, including interpretive text, photographs, maps, charts, artwork, videos, links, and any other information ("MATERIALS") that are owned by OBSERVATORY or otherwise in the public domain as may be appropriate for potential inclusion in the SERVICES in the appropriate digital formats, as available and requested by FOUNDATION. FOUNDATION shall have the right to supplement the MATERIALS, so long as FOUNDATION shall obtain approval from OBSERVATORY before making any changes that will materially alter CONTENT.

4.3 OBSERVATORY shall provide FOUNDATION with necessary access and at least one POC at OBSERVATORY so that FOUNDATION can install, maintain, upgrade, service and/or repair the SERVICES and, where applicable, the BROADBAND CONNECTIONS, in the most efficient manner possible.

4.4 OBSERVATORY will work with FOUNDATION to identify the best possible locations for the SERVICES and shall provide reasonable, economical security for any equipment required for the SERVICES.

4.5 OBSERVATORY and RAP shall promote the SERVICES, at OBSERVATORY's sole discretion, through all its relevant and available channels, which may include but shall not be limited to OBSERVATORY and RAP websites, social media, publications, media outreach, on-site collateral, and other targeted channels. All promotion of the SERVICES must be compliant with OBSERVATORY's policies.

4.6 OBSERVATORY shall generate awareness of the SERVICES through on-site signage. It is acknowledged by the PARTIES that the most important means to generate ongoing awareness of the SERVICES is through on-site signage placed on the exterior property of OBSERVATORY. Said signage shall be designed by FOUNDATION with input from OBSERVATORY in order to adhere to CITY sign regulations, including the manner in which PARTNER recognition is incorporated. For reference, signage shall be similar in format to that set forth in **EXHIBIT A**. On signage at OBSERVATORY, FOUNDATION shall provide the following credit or similar credit as approved by OBSERVATORY in writing: "In collaboration with the City of Los Angeles Department of Recreation and Parks."

4.7 OBSERVATORY shall provide constant electric power for the SERVICES, subject to power disruptions or outages that are beyond OBSERVATORY control.

4.8 OBSERVATORY shall respond to requests regarding the SERVICES from FOUNDATION in a timely manner.

## **5. Intellectual Property, Feedback & Use Restrictions.**

5.1 FOUNDATION is solely responsible for, and will have full discretion with respect to, the design of the SERVICES' user interface ("UI"), and the user experience ("UX"), provided that both shall require approval of RAP prior to implementation into the SERVICES. In the event OBSERVATORY or RAP provides suggestions, ideas, or other feedback to FOUNDATION or any of its affiliates in connection with the UX ("FEEDBACK"), FOUNDATION and its affiliates will be free to use FEEDBACK in any manner without restriction and without royalty or other compensation to CITY or RAP. This Agreement does not grant CITY or RAP any license or other rights to any intellectual property or technology owned or operated by FOUNDATION or any of FOUNDATION's affiliates, including, without limitation, any trademarks or trade names owned by FOUNDATION or its affiliates.

5.2 FOUNDATION, CITY and RAP agree not to use the SERVICES for any unlawful purpose, including infringement of the copyrights or other proprietary rights of others, or in any illegal manner or for creation or distribution of illegal content.

## **6. Copyright**

6.1 The copyright and all other right, title, and interest to the SERVICES which are not CITY-provided content or materials shall belong to FOUNDATION.

6.2 Except for MATERIALS authored by CITY or RAP and photographs provided by CITY or RAP, the copyright and all other right, title and interest in all CONTENT and any other intellectual property created in connection with the SERVICES shall be and remain the property of FOUNDATION, and FOUNDATION shall be considered the "author" of the work and creator of the SERVICES for all statutory and regulatory filings or registrations.

## **7. Term**

7.1 The term of this AGREEMENT shall be for three (3) years commencing on the date the AGREEMENT is fully executed ("TERM"), unless one of the PARTIES terminates this AGREEMENT subject to the terms and conditions herein. Any PARTY may terminate this AGREEMENT in the event of a material breach of this AGREEMENT by the other PARTY upon providing thirty (30) days written NOTICE of the breach and with such breach not being cured within thirty (30) days of such NOTICE.

7.2 In the event of a termination or expiration of this AGREEMENT as stipulated herein, FOUNDATION agrees to immediately cease all operations and other activity, remove all property and equipment for the SERVICES within one hundred eighty (180) calendar days of such expiration or upon receiving or providing a written NOTICE of termination.

Notwithstanding, RAP may notify FOUNDATION of its desire that any conduit or cabling installed by FOUNDATION be left on premises, in which case FOUNDATION shall leave such conduit or cabling in place, which shall become RAP property. In the absence of such notification, and if FOUNDATION fails to remove all its property and equipment within one

hundred eighty (180) calendar days after expiration or termination of this AGREEMENT, RAP, at its option, may remove such property and equipment, in which event FOUNDATION shall pay to the RAP upon demand, the reasonable cost of such removal, plus the cost of disposition thereof. Upon removal of its property, FOUNDATION agrees to leave the premises in as close to original condition as is reasonably possible, subject to normal wear and tear.

7.3 CITY and RAP agree they will not endorse or contract with any other Wi-Fi or communication service provider to provide services similar to the SERVICES referenced herein at the OBSERVATORY during the TERM of this AGREEMENT. For clarity, this applies only to the OBSERVATORY building and property, exclusive of connectivity needed for the operation of the pay parking kiosks in the OBSERVATORY parking lot and along West Observatory Road.

## **8. Representations and Warranties**

8.1 FOUNDATION represents and warrants to OBSERVATORY, CITY, and RAP that it is or will be the sole owner or licensee of the copyright and all other right, title and interest in any MATERIALS provided by FOUNDATION for inclusion in the SERVICES, including but not limited to interpretive text, photographs, maps, charts, artwork and any other information, and FOUNDATION further represents and warrants that the publication of such MATERIALS as contemplated herein will not result in any copyright infringement or violation of any rights belonging to another person or entity.

8.2 OBSERVATORY, CITY, and RAP represent and warrant to FOUNDATION that OBSERVATORY, CITY and RAP are or will be the sole owner or licensee of the copyright and all other rights, titles and interests in any MATERIALS provided for inclusion in the SERVICES, including but not limited to interpretive text, photographs, maps, charts, artwork and any other information, and OBSERVATORY, CITY, and RAP further represent and warrant that the publication of such MATERIALS as contemplated herein will not result in any copyright infringement or violation of any rights belonging to another person or entity, and that all MATERIALS provided by CITY and RAP are in the “public domain” and may be used without fee.

## **9. Confidentiality**

9.1 The PARTIES agree that in order to create the relationship contemplated herein, each PARTY shall be provided with and shall otherwise have access to certain proprietary business information regarding the other PARTIES’ business that is generally acknowledged to be confidential, including but not limited to sales and marketing information, web strategy and metrics, pricing policies, program performance, financial data, and future plans (“CONFIDENTIAL MATERIALS”). Each PARTY agrees that it and its employees, directors and affiliates shall reasonably protect such CONFIDENTIAL MATERIALS and prevent the disclosure of such CONFIDENTIAL MATERIALS, whether directly or indirectly, to any third party in perpetuity. The PARTIES agree that upon termination of the AGREEMENT, or if it is determined by PARTIES that the AGREEMENT will not be signed, each PARTY shall promptly deliver to the other(s) all documents (whether on paper or electronic), materials, notes, samples, prototypes, premiums

and any other tangible items in its possession or control that contain, relate to, or are connected in any way with CONFIDENTIAL MATERIALS, and it shall, for perpetuity, continue to treat such CONFIDENTIAL MATERIALS as confidential and proprietary to the other. Each PARTY shall ensure that any CONFIDENTIAL MATERIALS that it receives are not disclosed to any person, firm, corporation, or other third party, except that the PARTIES shall be under no obligation with respect to information that is, or becomes other than by their own actions, generally known or in the public domain. Notwithstanding the foregoing, each PARTY may disclose CONFIDENTIAL MATERIALS in the event that it becomes legally compelled (including interrogatories, written requests for information or documents, subpoena, civil investigative demand or similar process) to disclose such CONFIDENTIAL MATERIALS provided; however, that the legally compelled PARTY shall promptly advise the other PARTIES of such legal compulsion and, to the extent that the other PARTIES secures a legally enforceable protective order, the legally compelled PARTY shall comply with such protective order. The terms of this section shall survive the termination of this AGREEMENT in perpetuity. FOUNDATION undertakes and agrees to defend, indemnify, and hold harmless the CITY from and against all suits, claims, and causes of action brought against the CITY for the CITY's refusal to disclose FOUNDATION's CONFIDENTIAL MATERIALS to any person making a request pursuant to the State of California Public Records Act (California Government Code Section 6250 et seq.). FOUNDATION's obligations herein include, but are not limited to, all reasonable attorney's fees (both in house and outside counsel), reasonable costs of litigation incurred by the CITY or its attorneys (including all actual, costs incurred by the CITY, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the CITY, through and including any appellate proceedings. FOUNDATION'S obligations to the CITY under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to FOUNDATION of the CITY's invoices for all fees and costs incurred by the CITY, as well as all damages or liability of any nature. FOUNDATION shall receive prompt notice from the CITY of any (1) communication to the CITY challenging the CITY's refusal to disclose FOUNDATION's CONFIDENTIAL MATERIALS, and (2) any complaint or petition to the court challenging the City's refusal to disclose FOUNDATION's CONFIDENTIAL MATERIALS. Further should FOUNDATION choose to intervene in any court action relating to the CITY's refusal to disclose FOUNDATION's CONFIDENTIAL MATERIALS, the CITY shall not oppose FOUNDATION's motion to intervene. FOUNDATION shall be discharged of its obligations to the CITY under this provision in any circumstance where FOUNDATION provides written confirmation to the CITY that 1) all the requested records at issue are not CONFIDENTIAL MATERIALS and 2) the CITY may release said records to the requester.

## **10. Limitation of Liability**

10.1 The SERVICES are provided "as is" and FOUNDATION disclaims all warranties, expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a

particular purpose, and non-infringement with respect thereto. FOUNDATION shall in no event be liable to CITY or RAP for any loss of data, loss of money, cost of cover or other special, indirect, incidental, consequential, punitive, or exemplary damages of any kind or nature. CITY and RAP acknowledge and agree that FOUNDATION cannot ensure that the MATERIALS submitted by CITY and RAP will be protected from theft or misuse by third PARTIES or that users of the SERVICES and other third PARTIES will comply with any content usage rules CITY may make applicable in connection with use of the MATERIALS or the SERVICES, and to the extent not caused by FOUNDATION, FOUNDATION will have no liability arising from a failure of any security system or procedure should any third party or SERVICES user fail to comply with said usage rules.

## **11. Assignment**

11.1 This AGREEMENT shall inure to the benefit of, and shall be binding upon, the permitted assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the PARTIES hereto. FOUNDATION may not sell or assign all or any portion of its rights, title, and interest in this AGREEMENT without the prior written consent of RAP, which consent shall not be unreasonably withheld or delayed.

## **12. Indemnification**

12.1 Except for the gross negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, FOUNDATION shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including FOUNDATION'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by FOUNDATION, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

12.2 Except for the negligence or willful misconduct of FOUNDATION, or any of its boards, officers, agents, employees, assigns and successors in interest, CITY shall defend, indemnify and hold harmless FOUNDATION and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by FOUNDATION, including but not limited to, costs of experts and consultants), damages or liability of any nature

whatsoever, for death or injury to any person, including CITY'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by CITY, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of FOUNDATION provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

### **13. Insurance**

13.1 Before commencing work to provide the SERVICES and periodically as required during its TERM, FOUNDATION shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California, as defined in **EXHIBIT B** attached hereto. FOUNDATION or any third-party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverages, as applicable. FOUNDATION will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to the CITY's Risk Manager and shall include the types and minimum limits set forth in **EXHIBIT B** attached hereto and incorporated herein by reference.

13.2 FOUNDATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving FOUNDATION sixty (60) calendar days written NOTICE, provided that such amounts and/or types shall be reasonably available to FOUNDATION.

13.3 If any of the required insurance contains aggregate limits or applies to other operations of FOUNDATION outside of this AGREEMENT, FOUNDATION shall give CITY written NOTICE of any incident, occurrence, claim, settlement, or judgment against such insurance that in FOUNDATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. FOUNDATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

13.4 If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, FOUNDATION will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written NOTICE of such intended election. The NOTICE will be sent by receipted delivery addressed as follows: City Administrative Officer,



Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written NOTICE to FOUNDATION.

13.5 FOUNDATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT. At its discretion, CITY may pay to procure or renew such insurance to protect CITY's interest, in which case FOUNDATION agrees to reimburse CITY for all money so paid.

13.6 Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of FOUNDATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

#### **14. Hazardous Substances**

14.1 FOUNDATION shall provide the SERVICES in compliance with laws pertaining to hazardous substances. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of RAP, CITY or FOUNDATION to any governmental agency or third party under applicable statute.

#### **15. Publicity**

15.1 The PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT and the use or promotion of the SERVICES, except as may be legally required by applicable laws, regulations, or judicial order. The PARTIES agree to notify each other in writing of any press release, public announcement, marketing, or promotion of the SERVICES. Further, any press release, public announcement, marketing materials or brochures prepared by any of the PARTIES, shall appropriately acknowledge the contributions of RAP, CITY and FOUNDATION. Further, the PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of RAP, CITY and FOUNDATION, including elected officials and public officials.

15.2 FOUNDATION agrees that any public release or distribution of information related to this AGREEMENT or related project, programs, or services, shall include the following statement within the introduction of such release: "In collaboration with the City of Los Angeles Department of Recreation and Parks"

15.3 Notwithstanding any provision herein, neither of the PARTIES shall use the other's trademarks, trade names or logos (each a "MARK") without prior written approval from the

other. Each MARK shall remain the sole and exclusive intellectual property of the pertinent party.

## **16. Breach by FOUNDATION**

16.1 The following occurrences constitute events of breach of this AGREEMENT: FOUNDATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements or failure to fulfill the obligation to maintain the SERVICES as specified herein.

16.2 Upon the occurrence of one or more events of breach or default by FOUNDATION, CITY may, at its election and without waiving any right to select any other remedy provided in this AGREEMENT, issue a written NOTICE of breach or default to FOUNDATION, and if FOUNDATION does not cure said breach or default within thirty (30) calendar days of receipt of said NOTICE, CITY may, by delivering a second written NOTICE to FOUNDATION, terminate this AGREEMENT without further delay.

## **17. Notices**

17.1 Any notice, request for consent, or statement (“NOTICE”), that the PARTIES are required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. The PARTIES may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. A NOTICE shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by email with a hard copy deposited with the United States Postal Service with postage prepaid and return receipt requested. All NOTICES shall be addressed as follows:

### If to CITY:

Griffith Observatory  
2800 East Observatory Road  
Attention: Deputy Director  
Los Angeles, CA 90027  
Tel.: (213) 473-0824

### If to FOUNDATION:

Griffith Observatory Foundation  
2800 East Observatory Road  
Los Angeles, CA 90027  
Tel.: (213) 473-0879

## **18. Duly Authorized**

18.1 The PARTIES each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of the PARTIES, enforceable in accordance with its terms and conditions.

## **19. Relationship of Parties**

19.1 The FOUNDATION and OBSERVATORY (on behalf of CITY and RAP) are engaged in a joint effort to procure, install, and enable the SERVICES specified in this agreement, to the mutual benefit of both PARTIES and to the visitors of the OBSERVATORY. This is in the context of Agreement No. 3972 (MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ANGELES AND GRIFFITH OBSERVATORY FOUNDATION ESTABLISHING ROLES, RESPONSIBILITIES, AND THE RELATIONSHIP OF SUPPORT TO GRIFFITH OBSERVATORY). Beyond the joint efforts specified in this AGREEMENT and in Agreement No. 3972 between the CITY and FOUNDATION, nothing herein shall be construed to place the PARTIES to this AGREEMENT in the relationship of any kind of business organization or agency relationship. FOUNDATION shall have no power to obligate or bind RAP or CITY in any manner whatsoever, though the CITY acknowledges that withholding maintenance and repair of OBSERVATORY-provided elements may make it impossible for the SERVICES to be provided. Further, under no circumstances will FOUNDATION represent itself to be an agent of the RAP or CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in FOUNDATION the power to be an agent of the RAP or CITY or an actor under the color of law, be it civilly or criminally.

19.2 PARTIES agree that one shall not have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other PARTY, except as expressly provided herein. PARTIES are independent organizations, and this AGREEMENT is not intended to be, nor shall it be construed as, a joint venture, association, partnership, or other form of a business organization or agency relationship.

## **20. Ordinances and Standard Provisions**

20.1 The "Standard Provisions for City Contracts (Rev. 9/22, v.1)" are incorporated herein by reference and attached hereto as **EXHIBIT C**. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 9/22 v.1)" and this AGREEMENT, the language of this AGREEMENT shall prevail. FOUNDATION and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 9/22, v.1)." For clarity's sake, notwithstanding anything herein, in the event of a termination for any reason, FOUNDATION shall retain ownership of all FOUNDATION EQUIPMENT installed to provide the SERVICE as long as it shall comply with the removal requirements as set forth herein.

**21. Safety Practices**

21.1 FOUNDATION shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents related to the SERVICES.

**22. Entire Agreement**

22.1 This AGREEMENT contains the entire understanding between the PARTIES and supersedes any prior understanding or written or oral agreements between them respecting the subject matter hereof.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first above written.

**CITY OF LOS ANGELES**, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

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

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

Date: \_\_\_\_\_

**GRIFFITH OBSERVATORY FOUNDATION**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

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

STEVEN HONG  
Deputy City Attorney

Date: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF WI-FI USER INTERFACE, USER EXPERIENCE, AND ON-SITE SIGNAGE FORMAT**

**EXHIBIT B**

**INSURANCE REQUIREMENT**

**EXHIBIT C**

**STANDARD PROVISIONS FOR CITY CONTRACTS**

# Griffith Observatory

## Free Wi-Fi

Provided through a partnership with  
Griffith Observatory Foundation



GRIFFITH BSERVATORY  
F<sup>U</sup>NDATI<sup>U</sup>N



# Current Wi-Fi Status at Griffith Observatory

## NEED

- There is presently no public Wi-Fi at Griffith Observatory
- Cell service is spotty for most mobile carriers

## OPPORTUNITY

- Transform public and staff access to reliable, fast Wi-Fi
- This generational upgrade in capability will have a profound effect on the visitor experience and building capabilities.

## BENEFIT

Reliable Internet access will help visitors:

- Navigate the building and see available programs
- Order a rideshare or view the bus schedule
- Coordinate with friends and family

# The Griffith Observatory Wi-Fi Visitor Experience

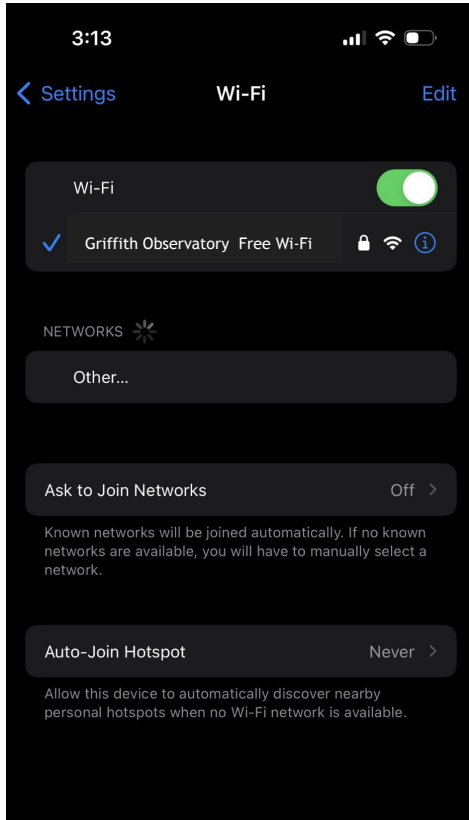


Griffith Observatory and the Foundation will promote free Wi-Fi access using various methods, including physical signage. This signage may include the name and logo of a sponsor.

The image at the left shows a City-approved sign for a previous Wi-Fi provider used at multiple Department facilities including Griffith Observatory.

**To connect to Griffith Observatory Free Wi-Fi visitors will follow a common set of steps:**

- Step 1:** Select Wi-Fi network on personal device
- Step 2:** Submit Wi-Fi registration form
- Step 3:** View confirmation page with terms and conditions
- Step 4:** Direct to Griffith Observatory website



# Step 1: Select Wi-Fi Network on Personal Device

- Visitor selects Wi-Fi network “Griffith Observatory Free Wi-Fi”  
  
(The Wi-Fi network name may include a sponsor’s name, i.e. “ORGANIZATION Free Wi-Fi”)
- Once the network has been selected, the visitor will be directed to a registration form

THANK YOU [ORGANIZATION NAME]  
FOR SPONSORING  
GRIFFITH OBSERVATORY FREE WI-FI

### Welcome to Griffith Observatory!

To access free Wi-Fi, courtesy of Griffith Observatory Foundation, please submit the form below. You will receive a welcome email confirming that you are connected.

\* Email

First Name

Last Name

\* Postal Code

\* Email Lists

- Access Free Wi-Fi + Free Email Subscription + Welcome Email  
 Access Free Wi-Fi + Welcome Email Only

By submitting this form, you are consenting to receive marketing emails from: Griffith Observatory Foundation, 2800 East Observatory Road, Los Angeles, CA, 90027, US, <http://griffithobservatoryfoundation.org>. You can revoke your consent to receive emails at any time by using the [SafeUnsubscribe®](#) link, found at the bottom of every email. [Emails are serviced by Constant Contact.](#)

CONNECT TO FREE WI-FI

## Step 2: Submit Wi-Fi Registration Form

Visitors will be required to: 1) include an email address and 2) choose to subscribe to or opt out of Foundation emails. Visitors may also opt to provide their name and zip code.

Every visitor who presses “Submit” will receive a confirmation email.

This page may include ads.

The form at left illustrates a possible layout for Griffith Observatory Free Wi-Fi registration.

GRIFFITH BSERVATORY  
FOUNDATION

## Step 3: View Confirmation Page with Terms and Conditions

The confirmation page requires the visitor to agree to the terms and conditions for proper use of Wi-Fi.

Clicking the “Connect to Wi-Fi” button will indicate agreement.

This page may include ads.

The form at left illustrates a possible layout for Griffith Observatory Free Wi-Fi confirmation.

### Thanks for signing up for Griffith Observatory Free Wi-Fi!

If you subscribed to Griffith Observatory Foundation emails, you can unsubscribe at any time using the Unsubscribe link at the bottom of every email.

By clicking the Connect to Wi-Fi button you are agreeing to the [Terms and Conditions](#) to utilize the Griffith Observatory free Wi-Fi.

Connect to Wi-Fi

THANK YOU [ORGANIZATION NAME]  
FOR SPONSORING  
GRIFFITH OBSERVATORY FREE WI-FI

GRIFFITH BSERVATORY  
FOUNDATION

GRIFFITH BSERVATORY  
FOUNDATION

Welcome to Griffith Observatory, we're glad you're here.

Example of  
Banner Ad



Plan Your Visit

Friday, July 28, 2023

Programs Schedule for Friday, July 28

12:00 P.M.



12:20 p.m., 6 min.

Tesla Coil  
Demonstration



12:45 p.m., 32 min.

Water Is Life



12:45 p.m., 8 min.

Big Picture Talk



12:50 p.m., 15 min.

Local Noon in the  
Gottlieb Transit  
Corridor

# Step 4: Direct to Griffith Observatory Website

Visitors who connect to Wi-Fi will be directed automatically to Griffith Observatory's Daily Programs page which contains information to enrich their visit.

This page may be embedded with ads. Any such ad(s) will be family-friendly and compliant with City regulation. Ad(s) may be a static banner, a slideshow banner, or a brief video ad.

# Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

### Limits

\_\_\_\_ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

\_\_\_\_ **General Liability**

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

\_\_\_\_\_

\_\_\_\_ **Professional Liability** (Errors and Omissions)

\_\_\_\_\_

Discovery Period \_\_\_\_\_

\_\_\_\_ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

\_\_\_\_\_

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_

\_\_\_\_\_

\_\_\_\_ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

\_\_\_\_\_

\_\_\_\_ **Crime Insurance**

\_\_\_\_\_

**Other:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 9/22) [v.1]



**STANDARD PROVISIONS FOR CITY CONTRACTS**

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  - 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  - 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

**PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any



Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,



provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

### **PSC-45. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

# Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

### Limits

#### Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

#### General Liability

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

#### Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

#### Professional Liability (Errors and Omissions)

Discovery Period \_\_\_\_\_

#### Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

#### Pollution Liability

\_\_\_\_\_

#### Surety Bonds - Performance and Payment (Labor and Materials) Bonds

#### Crime Insurance

Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_