

APPROVED
NOV 01 2006

REPORT OF GENERAL MANAGER

NO. 06-322

DATE November 1, 2006

BOARD OF RECREATION
and PARK COMMISSIONERS

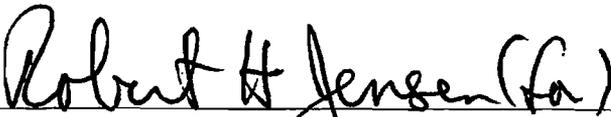
C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH OBSERVATORY - AMENDMENT TO CONTRACT NO. 3194
EXTREMETIX, INC., FOR TIMED ENTRY RESERVATIONS FOR THE VISITOR
ACCESS PROGRAM

J. Combs _____
H. Fujita _____
S. Huntley _____
B. Jensen _____

J. Kolb _____
F. Mok _____
*K. Regan _____
M. Shull _____



General Manager

Approved

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Approve the proposed Amendment to Contract No. 3194 between the City of Los Angeles and Extremetix, Inc., substantially in the form attached, for a timed entry reservation ticketing system for the Griffith Observatory;
2. Direct the Board Secretary to transmit the proposed Amendment to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the Amendment upon receipt of necessary approvals.

SUMMARY:

On June 15, 2006, the Board awarded the timed entry reservations ticket agreement to Extremetix, Inc., dba ClickNPrint ("Contractor"), to provide timed entry reservations, primarily via the Internet, and also over the phone and in-person at the Griffith Observatory satellite office, for visitors to the newly renovated and expanded Griffith Observatory (Board Report No. 06-146). Necessary approvals by the City Attorney, City Administrative Office, and the Mayor were received and the contract was executed on October 11, 2006.

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In the time between award and execution of the contract, implementation of the Visitor Access Program began, and Department staff has determined that certain operational requirements of the contract should be changed. Specifically, it has been determined that the services delineated in the contract to provide Friends Of The Observatory (FOTO) members a password protected website, the ability for FOTO members to purchase ticket packages on-line which include entry to the Planetarium show, and the ability to donate to FOTO through the website or become a FOTO member are more appropriately done through FOTO's website. The proposed amendment will change these required services to optional services, should the Department determine later that these services should be provided by the Contractor.

Additionally, two deadlines were delineated in the Request for Proposal and were carried over into the contract, which require amending to accurately reflect adjusted deadlines; otherwise the Contractor would be non-compliant with the terms of the contract and could be held liable for liquidated damages and payments from their performance bond although this is not warranted under the circumstances. The August 1, 2006, deadline for the implementation of the ticketing website and approval of a script for phone representatives should be revised to "August 1, 2006, or as mutually agreed upon by CITY and CONTRACTOR."

Finally, an administrative error resulted in the execution of a version of the contract which included a clause which defined "default" which was not included in the version of the contract approved by the City Attorney and the Board. The amendment corrects this error.

FISCAL IMPACT STATEMENT:

The amendment will result in no change to the funding requirement for Contract No. 3194.

This report was prepared by Vicki Israel, Superintendent

**AMENDMENT TO CONTRACT NO. 3194 BETWEEN
THE CITY OF LOS ANGELES
AND
EXTREMETIX, INC.,
FOR THE GRIFFITH OBSERVATORY**

THIS AMENDMENT TO CONTRACT NO. 3194 is made and entered into this _____ day of _____, 2006, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as CITY) and EXTREMETIX, INC., dba ClickNPrint Tickets (herein referred to as CONTRACTOR).

WITNESSETH

WHEREAS, on June 15, 2006, the Board of Recreation and Park Commissioners awarded CONTRACT NO. 3194 to Extremetix, Inc., dba ClickNPrint, to provide timed entry reservations, primarily via the Internet, and also over the phone and in-person at the Griffith Observatory satellite office, for visitors to the newly renovated and expanded Griffith Observatory (Board Report 06-146); and

WHEREAS, the contract received all necessary approvals and was executed on October 11, 2006; however, the parties agree that the August 1, 2006, deadline delineated in the original contract should be revised to reflect a more appropriate and later deadline subject to mutual approval; and

WHEREAS, the DEPARTMENT is appreciative of the CONTRACTOR'S cooperation to meet the needs to issue tickets for a September 16, 2006, Observatory event despite not having an executed contract; and

WHEREAS, DEPARTMENT has determined that it is in the best interest of the CITY to make several service elements which were required within the contract optional, and to correct an administrative error resulting in the execution of a version of the contract which did not clearly define "default"; and

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto,

IT IS MUTUALLY AGREED that Contract No. 3194 be amended as follows:

1. Section 2. Term, first sentence is hereby modified to read:

The term of this AGREEMENT shall be for one year commencing on the 15th day of August, 2006, and terminating at midnight, the evening of the 14th day of August, 2007.

2. Section 3. Scope of Services, A.1. first sentence is hereby modified to read:

CONTRACTOR shall develop and activate a website by August 1, 2006, or as mutually agreed upon by CITY and CONTRACTOR, but in no event later than August 30, 2006, meeting all the following criteria:

3. Section 3. Scope of Services, A.1.g. is hereby modified to read:

Upon specific written request of DEPARTMENT, CONTRACTOR shall within 30 days of notice, develop and activate a website page accessible only by FOTO members for the purposes of purchasing visitor access packages that include entry, shuttle, and a Samuel Oschin Planetarium show.

4. Section 3. Scope of Services, A.2.a. is hereby modified to read:

CONTRACTOR shall offer tickets for shuttle service and timed entry reservation to the Observatory in quantities, times, and advanced availability as designated by the CITY. Upon specific written request of DEPARTMENT, CONTRACTOR shall within 30 days of notice, make available to FOTO members or others as designated by the CITY, a ticket package including entry to the Planetarium show.

5. Section 3. Scope of Services, C.1.d. is hereby modified to read:

At all times the call center is open, Spanish-speaking representatives must be available to meet customer demand, but no less than one Spanish-speaking representative at any time. This recorded information and the scripting for live representatives must be approved by the CITY no later than August 1, 2006, or as mutually agreed upon by CITY and CONTRACTOR, but in no event later than September 30, 2006.

6. Section 4. Payment, A.c. is hereby modified to read:

\$1.65 Handling fee per ticket package, if CITY determines ticket package will be offered, including Observatory entry, shuttle service, and Planetarium show. Price includes credit card fees and postage, if required.

7. Section 4. Payment, A.d. is hereby modified to read:

Upon specific written request of CITY, CONTRACTOR shall within 30 days of notice agree to provide the following services for no additional cost: extended hours for live phone response; creation of password protected website for FOTO members; and collection or reporting of demographic data.

8. Section 4. Payment, C. delete the following sentence:

Fees or donations collected for FOTO membership or support will be remitted to FOTO under a separate agreement.

9. Section 7. Performance Bond, C., last sentence is hereby amended to read:

For the purposes of this Agreement, "default" shall be defined as any failure of CONTRACTOR to perform each and every obligation in the manner required by this Agreement which is not performed within 30 days after written notice of said failure to perform is provided to CONTRACTOR in accordance with Section 8 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to CONTRACT No. 3194, to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO,
City Attorney

By: _____
Sr. Assistant City Attorney

Date: _____

THE CITY OF LOS ANGELES, a
Municipal Corporation, acting by and
through its Board of Recreation and Park
Commissioners

By: _____
President

By: _____
Secretary

Executed this _____ day
of _____, 2006

For: Extremetix, Inc

By: _____
President

By: _____
Secretary

Executed this _____ day
of _____, 2006