

APPROVED
OCT 20 2022
BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-261

DATE October 20, 2022

C.D. _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH OBSERVATORY – AWARD OF CONTRACT FOR PERFORMANCE DIRECTOR TO CHRISTOPHER SHELTON

AP Diaz	_____	M. Rudnick	_____
H. Fujita	_____	C. Santo Domingo	_____
B. Jackson	_____	*N. Williams	<u>NDW</u>



General Manager

Approved X Disapproved _____ Withdrawn _____

If Approved: Board President: *Agencia Paganues* Board Secretary: *Sakisha Sarden*

RECOMMENDATIONS

1. Approve the award and execution of a Professional Services Contract (Contract) between the Department of Recreation and Parks (RAP) and Christopher Shelton, an individual (Contractor), for as-needed performance director services at Griffith Observatory for a term of three years and in the amount not to exceed Seventy Thousand Dollars (\$70,000) per year for the three-year term of the Contract, substantially in the form attached to this Report as Attachment 1 and subject to the approval of the City Attorney as to form;
2. Find, pursuant to the Personnel Department's finding, regarding Charter Section 1022, that the performance director services to be performed under the Contract can be performed more economically and feasibly by the Contractor because RAP does not have in its employ personnel with the expertise, nor experience and equipment to provide the aforementioned services;
3. Find, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15 (a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP;
4. Approve the total encumbrance and payment in the amount not to exceed Seventy Thousand Dollars (\$70,000.00) per year for the three-year term of the Contract;

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5. Authorize the Board of Recreation and Park Commissioners (Board) President and Secretary to execute the proposed Contract upon receipt of the necessary approvals; and
6. Authorize RAP's General Manager or designee to make technical corrections as necessary to implement the intent of this Report.

SUMMARY

Griffith Observatory ("Observatory") is an icon of Los Angeles, a national leader in public astronomy, a beloved civic gathering place, and one of southern California's most popular attractions. The Observatory is committed to live storytelling and a performance director plays an essential role in the Observatory being equipped to conduct the best possible live performances. Because the Observatory seeks to provide the highest quality experience for its visitors, those who present shows in the Samuel Oschin Planetarium – and occasionally in other venues in the building – need to be coached and directed in the optimal performance of those shows. Performance director services are essential to the Observatory's Samuel Oschin Planetarium's long tradition of presenting exclusively live planetarium programs with a presenter who can connect with audiences and convey astronomical knowledge with enthusiasm and passion.

An on-call and as-needed performance director is required to meet the needs of the Griffith Observatory. The performance director must possess unique experience, skills, and be well-versed in public presentations in domed environments, have a solid understanding of astronomy, and have the flexibility to respond quickly and to integrate the training of individual performers with the overall operation of the Observatory. RAP published a Request For Proposals (RFP) to obtain an experienced performance director to be retained under contract who has experience in storytelling and is engaged in each stage of the process of identifying, training, and refreshing performers.

On August 5, 2022, RAP posted an RFP to the Regional Alliance Marketplace for Procurement (RAMP LA) procurement portal, published a notice in the Daily Journal, and circulated the release of the RFP through Observatory contacts.

On September 6, 2022, RAP received one (1) proposal and it was from Christopher Shelton.

As stipulated in the RFP, evaluation of the bid proposals occurred in three (3) levels. Level I was a check and review for the required compliance and submittal documents, Level II was a comprehensive evaluation of the proposal, by an evaluation Panel, and Level III was an interview with the selected proposer. Proposers were required to successfully pass the Level I review to proceed to Level II and pass Level II to be selected for Level III.

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Level I Evaluation

Staff performed a Level I review including review of compliance documents and verification of references. Christopher Shelton passed this level of review.

Level II Evaluation

An evaluation panel composed of two (2) RAP employees with extensive experience in the administration of the Observatory reviewed the responsive proposal for the Level II evaluation.

The proposal was scored in the areas of Proposer Qualifications and Capabilities (40 points possible), Adequacy of Services Provided by Proposer (20 points possible), Compliance with the RFP Requirements (10 points possible). RAP's panel awarded the proposal of Christopher Shelton a combined and averaged score of seventy (70) points. RAP staff reviewed the responsive proposal, verified background and experience and found that Christopher Shelton should proceed to Level III.

Level III Evaluation

A panel composed of two (2) RAP employees determined that, based on the qualifications provided in the one (1) proposal, an interview was not required.

Christopher Shelton has over 50 years of experience in theatre, film, and television and over 16 years of experience in astronomy as well as experience providing public presentations in domed environments as a performance director for Griffith Observatory's planetarium shows. He has been an integral part of the inception and development of six planetarium shows, including *Centered in the Universe*, *Water is Life*, *First Light*, *Light of the Valkyries*, *Times Up*, and the current hit show, *Signs of Life*, which opened in May of 2022, for which he also was one of the writers. He has been deeply involved in the creation of planetarium shows, the process of auditioning and training live performers to present the shows, and monitoring the quality of planetarium performances once the shows have opened. His office is located in Los Angeles, CA.

In the RFP, RAP requested proposals with not-to-exceed amounts of Sixty-Five Dollars (\$65) per hour. Christopher Shelton's proposed rate of Sixty-Five Dollars (\$65) per hour meets the requirement of the RFP. RAP staff recommends that the Contract to provide performance director services be awarded to Christopher Shelton in an amount not to exceed \$70,000 per year for a term not to exceed three years.

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TREES AND SHADE

No projects are currently associated with this proposed contract. As such there is no direct impact on trees or shade.

FISCAL IMPACT

Funding for payment of this Contract is within RAP's budgetary account.

This report was prepared by Cynthia Gonzalez, Management Assistant, Finance Division and reviewed by John Busby, Sr. Management Analyst I, Finance Division.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 3: Create and Maintain World Class Parks and Facilities

Goal No. 2 Outcome No. 4: Connect more Angelenos to the diverse scientific programs in the park system by providing the highest quality experience for our visitors of the Griffith Observatory that is made available as a free-admission public facility for Angelenos.

Goal No. 4: Actively Engage Communities

LIST OF ATTACHMENTS

- 1) Proposed Contract with Christopher Shelton
- 2) RFP Including Amendments I and II

PROFESSIONAL SERVICES AGREEMENT

Contractor: Christopher Shelton

**Regarding: As-Needed Griffith Observatory Performance Director
Services**

Said Agreement is Number _____

**Professional Services Agreement
AS-NEEDED GRIFFITH OBSERVATORY PERFORMANCE DIRECTOR
SERVICES**

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ATTACHMENTS

- Appendix 1 Standard Provisions for City Contracts (Rev. 9/22) [v.1]
- Appendix 2 As-Needed Griffith Observatory Performance Director Services RFP Released on August 5, 2022.
- Appendix 3 Form 146 Insurance Requirements
- Appendix 4 Proposal submitted by Christopher Shelton, in response to Appendix 2

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
CHRISTOPHER SHELTON**

THIS AGREEMENT (“Agreement” or “Contract”) is made and entered into on _____, ____, 2022, by and between the City of Los Angeles, a municipal corporation, acting by and through its Department of Recreation and Parks (“RAP”) and its Board of Recreation and Park Commissioners (hereinafter “City”), and Christopher Shelton, an individual (hereinafter “Contractor”).

WITNESSETH

WHEREAS, RAP owns and operates Griffith Observatory, located at 2800 East Observatory Rd., Los Angeles, CA 90027 (“Observatory”), which engages visitors by presenting exclusively live planetarium programs with a presenter who can connect with audiences and convey astronomical knowledge with enthusiasm and passion; and,

WHEREAS, RAP advertised a request for proposal for As-Needed Griffith Observatory Performance Director Services (“RFP”); and,

WHEREAS, in accordance with Charter Section 1022, the Board of Recreation and Park Commissioners (“Board”) finds that the City does not have in its employ, personnel with sufficient expertise and experience to provide the aforementioned services; and,

WHEREAS, RAP finds, pursuant to Charter Section 371 (e) (10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for these services; and

WHEREAS, CONTRACTOR submitted a proposal in response to the RFP and was selected for award of this Contract to provide as-needed Griffith Observatory performance director services; and

WHEREAS, in accordance with Los Angeles Administrative Code Section 10.15(a)(2), RAP finds that the services provided under this Agreement are for the performance of professional, technical, or other special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous.

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby agree as follows:

ARTICLE I.
INTRODUCTION

A. Representatives of the Parties and Service of Notices

1. The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

a. The representative of the City shall be, unless otherwise stated in the Agreement:

Department of Recreation and Parks
Attention: Jimmy Kim, General Manager
Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, California 90012

With copies to:

Griffith Observatory
Attention: Mark Pine
2800 East Observatory Road
Los Angeles, CA 90027

b. The representative of the Contractor shall be:

Christopher Shelton
5249 Mount Royal Dr.
Los Angeles, CA 90041

2. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing or actual receipt, whichever first occurs.

3. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given, in accordance with Article I, within five (5) working days of said change.

ARTICLE II.
TERM AND SERVICES TO BE PROVIDED

A. Term of Performance

1. The term of this Agreement shall be for three years commencing on _____ and ending on _____. Performance may not begin until the Contractor has obtained approval from the City for the insurance required herein.

B. Purpose of the Agreement and Services to be Provided

1. The purpose of Contractor's work under this Agreement is to provide as-needed performance director services as set forth below.

2. Scope of Work

Contractor warrants that he has unique experience, skills, and is well-versed in public presentations including presentations in domed environments. Contractor warrants that they have a solid understanding of astronomy and has the flexibility to respond quickly and to integrate individual performer training with the overall operation of the Observatory. Contractor warrants he will be engaged in each stage of the process of identifying, training, and refreshing performers and on an as-needed basis, under the direction of the Observatory's Curator, provide the following services, without limitation, as a single, dedicated on-call Performance Director:

- a. determine with show producers (Curator and Observatory management) the type of storyteller/presenter best suited for existing and new shows;
- b. organize the casting auditions and advise on selection of new presenters;
- c. maintain a style of performance suitable for both female and male presenters;
- d. direct presenters through live rehearsals (in the planetarium dome, in test settings, and/or remotely) and monitor presenters during public performances, which shall include;
 - o conducting presenter rehearsal and training sessions for new shows
 - o conducting ongoing rehearsal and training of presenters for the indefinite run of shows in the Samuel Oschin Planetarium to maintain performance quality and consistency;
- e. suggest guidelines for presentation, including diction, emphasis, physical presence, volume, and appearance;

- f. advise on the number of presenters necessary for each show;
- g. work with technical and planetarium staff on dedicated microphone adjustments for each presenter's voice quality and timbre;
- h. work with technical and planetarium staff to create lighting levels and sound levels; and,
- i. assist with the development of new shows, including idea conception, scripting, and training, and work on existing shows that will include implementation of upgrades and improvements.

ARTICLE III.
GENERAL TERMS AND CONDITIONS

A. Payment Terms, and Invoicing

1. Compensation and Method of Payment

- a. Contractor shall provide the services set forth in Article II above.
- b. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any costs or expenses, unless authorized in writing by the City representative.
- c. City shall pay to CONTRACTOR for services rendered on an as-needed basis by Contractor under this Agreement at a rate of sixty-five dollars (\$65.00) per hour. No minimum amount is guaranteed under this Contract. In no event shall annual payments to the Contractor under this Agreement exceed Seventy Thousand Dollars (\$70,000) per year. CITY in entering in this Contract guarantees no minimum amount of compensation. CITY staff will monitor this not-to-exceed aggregate total.

2. Limitation of City's Obligation to Make Payments to Contractor. Notwithstanding any other provision of this Agreement, 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 said Agreement. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said 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 Agreement.

3. Invoicing

- a. Invoices shall be submitted to:

Griffith Observatory
Attention: Mark Pine, Deputy Director
or Authorized Representative
2800 East Observatory Road
Los Angeles, CA 90027

- b. To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. Contractor shall submit all such supporting documentation as required under such policy.
- c. Contractor shall submit invoices that include, at a minimum, the following information:
- i. Name and address of Contractor
 - ii. Name and address of City department being billed
 - iii. Date of invoice and period covered
 - iv. Agreement number
 - v. Task Order or Notice to Proceed
 - vi. Description of completed task/project and amount due for task/project, including:
 - A. Name of personnel working on task
 - B. Hours spent on task and timesheet supporting charges (if applicable).
 - C. Rate per hour and total due.
 - vii. Original manufacturer's invoice for items where the cost or cost plus is supported by the contract
 - viii. Certification by a duly authorized officer
 - ix. Discount and terms (if applicable)

- x. Remittance Address (if different from company address)
- d. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted within thirty (30) days of service, or monthly, and shall be payable to the Contractor no later than thirty (30) days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City representative.
- e. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.
- f. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

B. Contractor's Personnel

1. Contractor shall use its own employees to perform the services described in this Agreement. The City shall have the right to review and approve any personnel who are assigned to work under this Agreement. Contractor agrees to remove personnel from performing work under this Agreement if requested to do so by the City.
2. Contractor shall not use subcontractors to assist in performance of this Agreement without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. The City has the right to approve Contractor's subcontractors and City reserves the right to request replacement of a subcontractor. The City does not have any obligation to pay subcontractors and nothing herein creates any privity between the City and the subcontractors.

ARTICLE IV.
STANDARD PROVISIONS

A. Standard Provisions for City Contracts

Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 9/22) [v.1], attached hereto as Appendix 1.

B. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses.

Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in the Contractor's profession, doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.

C. Compliance with Statutes and Regulations

Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Contractor shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

D. Ratification

At the request of the DEPARTMENT, and because of the need therefor, CONTRACTOR may have begun performance of the services required hereunder prior to the execution of this Agreement. By its execution hereof, CITY hereby accepts such services subject to all of the terms, covenants, and conditions of this Agreement, and CONTRACTOR'S performance of such services.

E. Incorporation of Documents

This Contract and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

- Appendix 1 Standard Provisions for City Contracts (Rev. 9/22) [v.1]
- Appendix 2 As-needed Griffith Observatory Performance Director Services RFP Released on August 5, 2022
- Appendix 3 Form 146 Insurance Requirements

Appendix 4 Proposal submitted by Christopher Shelton in response to Appendix 2.

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This Agreement; (2) Appendix 1; (3) Appendix 3; (4) Appendix 2 (5) Appendix 4

(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

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

CHRISTOPHER SHELTON
5249 Mount Royal Dr.,
Los Angeles, CA 90041

By: _____
President

By: _____

Date: _____

Date: _____

By: _____
Secretary

By: _____
Secretary

Date: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: _____
Steven Hong
Deputy City Attorney

Date: _____

* Approved Signature Methods:

- 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

Agreement Number: _____

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 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. 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: _____

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
REQUEST FOR PROPOSALS FOR
AS-NEEDED GRIFFITH OBSERVATORY PERFORMANCE DIRECTOR

August 5, 2022

Amendment 1

In **Exhibit B**, the following information on following page should be amended:

Page 19 of the RFP Document the Mandatory Pre-Proposal Conference section currently reads:

1. Mandatory Pre-Proposal Conference (Conference)

Date: August 22, 2022

Time: 2:00 P.M.

Location: Griffith Observatory (2800 East Observatory Rd, Los Angeles, CA 90027)
You MUST attend this IN-PERSON Conference, the purpose of which is to clarify the contents of this RFP and to discuss the needs and requirements of the proposal. We highly recommend that prospective Proposers read the complete RFP prior to the Conference and begin preparation of their proposal (and any questions) in order to maximize the benefits of the Conference.

Page 19 of the RFP Document the Mandatory Pre-Proposal Conference section is amended to read:

1. Mandatory Pre-Proposal Conference (Conference)

Date: August 22, 2022

Time: 2:00 P.M.

Location: Griffith Observatory (2800 East Observatory Rd, Los Angeles, CA 90027)

You MUST attend this IN-PERSON Conference, the purpose of which is to clarify the contents of this RFP and to discuss the needs and requirements of the proposal. We highly recommend that prospective Proposers read the complete RFP prior to the Conference and begin preparation of their proposal (and any questions) in order to maximize the benefits of the Conference.

PARKING

Drive on Vermont Avenue into Griffith Park, past the Greek Theatre, and up the hill. Go through the tunnel, and bear left as you exit and drive up the hill. At the top of the road, stay to the RIGHT and proceed forward to the canopy. Once there, tell the Traffic attendant you are on the gate list under the code word RFP. The attendant will advise you where to park. This parking is free. You are also welcome to park in the adjacent public parking lot, but please be aware there is a \$10/hour charge.

ACCESS

Once parked, follow the sidewalk on the western side of the parking lot to the sidewalk on the far-right side of the lawn. That sidewalk leads to a glass corridor on the right side. You will move past the stanchion, walk down the stairs, and press the doorbell on your left. When the staff person comes to the door, please indicate you are attending the RFP mandatory meeting. The staff person will direct you where to go.

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
REQUEST FOR PROPOSALS FOR
AS-NEEDED GRIFFITH OBSERVATORY PERFORMANCE DIRECTOR

August 22, 2022

Amendment 2

In the **RFP**, the following information on following pages is amended:

Page ten (10) of the RFP Document's Question and Answer session section currently reads:

This is an opportunity to ask questions about requirements, forms, and process. You are not required to attend.

It should be amended to read:

This is an opportunity to ask questions about requirements, forms, and process. You are not required to attend. If you wish to attend you may do so via Zoom with the following link: <https://us02web.zoom.us/j/4596111835> or telephonically at +1 (669) 900-6833.

Page ten (10) of the RFP Document's Proposal Opening section currently reads:

YOU MUST SUBMIT ON TIME. Make sure your proposal upload has all the required elements.

It should be amended to read:

YOU MUST SUBMIT ON TIME. Make sure your proposal upload has all the required elements. Please submit using the following link and please note, the maximum file size is 2 GB:

<https://www.dropbox.com/request/NO5xcfjZqvSsveD8FqkH>

Page ten (10) of the RFP Document's Proposal Opening section currently reads:

You may listen to this online, but it is not required.

It should be amended to read:

You may listen to this online, but it is not required. If you wish to attend you may do so viz Zoom with the following link: <https://us02web.zoom.us/j/88914266627> or telephonically at +1 (669) 900-6833.



Required Insurance and Minimum Limits

Name: _____

Date: 8/3/2022

Agreement/Reference: RFP - As-Needed Griffith Observatory Performance Director Services

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 1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as an Additional Insured Party

1,000,000

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: Provided to: John Busby @ RAP; Ph: (213) 202-5664

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CHRISTOPHER SHELTON
PROPOSAL AND COMPLIANCE DOCUMENTS

Submitted Regarding:

AS-NEEDED GRIFFITH OBSERVATORY

PERFORMANCE DIRECTOR SERVICES

August 30, 2022

**EXHIBIT G. PROPOSAL SUBMISSION LETTER
DEPARTMENT OF RECREATION AND PARKS
REQUEST FOR PROPOSALS (RFP) FOR AS-NEEDED
GRIFFITH OBSERVATORY PERFORMANCE DIRECTOR SERVICES
PROPOSAL SUBMISSION LETTER**

Proposing Entity:
(Complete legal name/include DBA if applicable)
Christopher Shelton

Entity Address:
5249 Mount Royal Dr., Los Angeles, CA 90041

Organization Type:
(Corporation, partnership, sole proprietor, etc.)
Sole Proprietor

Contact Name:
Christopher Shelton

Contact Telephone:
323-363-5793

Contact Fax:
None

Email Address:
sheltonfilm@gmail.com

Authorized Signature Date

 **8/30/2022**

By signing, the proposer confirms and acknowledges acceptance of the terms and conditions set forth in this Request for Proposals for As-Needed PERFORMANCE DIRECTOR SERVICES and the resulting contract, without exception.

Instructions:

- 1.) Complete the form above;
- 2.) Provide the appropriate signature of an authorized person to bind the Proposer;
- 3.) Submit this signed form with your other proposal documents.

CHRISTOPHER SHELTON: EXECUTIVE SUMMARY

All the shows in the state-of-the-art Samuel Oschin Planetarium are stories about the sky, but they address fundamental *human* questions: Who are we? Why are we here? Why is the universe the way it is? Who better to tell these stories than fellow humans? Performing in sync with breath-taking digital animation, Zeiss star projections, and powerful original music, Griffith Observatory's engaging live storytellers convey astronomy with intelligence, enthusiasm, and a passion that can transform astronomical information into emotional drama. They *inspire audiences* to make a personal connection between the sky and the human heart.

The Performance Director is key to Griffith Observatory's unique brand of live storytelling. The presenters – mostly professional actors – need coaching and direction to achieve optimal performance of each show and provide the highest quality experience for planetarium audiences. This is the Performance Director's job and it requires being involved - artistically and technically - at every stage of the performance training process: from auditions to rehearsals to 'tune-ups' during the long run of public and school shows; from scheduling rehearsals to prepping scripts and occasionally discussing creative or content modifications with the Curator. It takes a 'company' of 12-15 performers to cover the planetarium schedule. Multiple performers will be in training at any given time, each requiring 40-45 hours of intensive rehearsal for each of 3 shows. In addition, actors sometimes move on and need to be replaced. While Performance Director compensation cannot be depended upon as a sole income, the job requires on-call commitment year-round. Meeting the needs of the Observatory must be the Performance Director's priority. This means flexibility with other work and other obligations in order to be responsive to the evolving schedules of Observatory personnel and venues, and the needs for further performer training.

Storytellers have played a key role in guiding people to an understanding of the universe for thousands of years. With the advent of powerful space telescopes, probes, orbiters, and landers, information about the universe is more abundant than ever. The role of the human storyteller has never been more significant. The success of the Samuel Oschin Planetarium is due to its unique fusion of science, show business, live theater, cinema, and *oral storytelling*. The Performance Director must be experienced in all these disciplines, as well as in the distinctive dome environment. Most importantly, the Performance Director must love working with people. At the center of the immersive, multi-dimensional planetarium experience are *people* – the women and men who present the shows. As someone who has made a career of directing performances in live theater and film, I can think of no more significant assignment than directing these important astronomical storytellers in the presentation of the most compelling shows possible in the finest planetarium in the world.

Christopher Shelton is a sole proprietorship. I personally perform all work awarded to Christopher Shelton. If I am the selected contractor, I will perform all the requirements of this RFP and make them my highest priority.

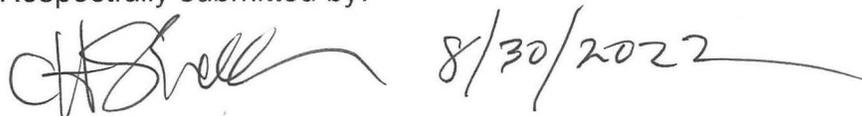
As I will show in the Background and Experience section of this proposal, my unique education and training, my broad show-business background, my fifty-year career in theater, film, and television, **and especially my 16-years of astronomy and dome experience as Performance Director of Griffith Observatory's highly regarded planetarium shows** combine to make me the perfect choice to be the As-Needed Griffith Observatory Performance Director for the next three years. My enthusiasm for the job is greater than ever!

I believe that my clients and colleagues at Griffith Observatory during my previous tenure as Performance Director, starting with *Centered in the Universe* in the newly renovated Samuel Oschin Planetarium in 2006 and continuing through five more shows, including the premiere of the spectacular new show, *Signs of Life*, in May, 2022, will testify to my unique dedication, my experience, and my skills in training live presenters in the art of telling stories about the sky. For reference please contact: Mark Pine, Deputy Director, Griffith Observatory, 213-473-0822, mark.pine@lacity.org.

During the last decade I have been able to focus primarily on Griffith Observatory and to narrow most other on-going work to my role as a judge for the Edgerton Foundation New Play Awards. Evaluating up to 50 often Broadway-bound plays per year has helped hone my analysis of all performance literature – including planetarium scripts! For reference please contact Bradford W. Edgerton MD, President, Edgerton Foundation, 310-788-0310, brad@edgertonfoundation.org.

Through 2014 I continued my long association as a director and performance consultant with Yada/Levine Video Productions. Clients included ABC On-Air Promotions, for whom we created network promos with the stars of ABC specials and series – ranging from *The Country Music Awards* to *Black-ish* and *Fresh Off The Boat* to *Billy Crystal Is Back At The Oscars*. For reference please contact: Michael Yada, 626-826-5687, myada@yadalevine.com.

Respectfully submitted by:



Christopher Shelton
5249 Mount Royal Dr., Los Angeles, CA 90041
323-363-5793
sheltonfilm@gmail.com

CHRISTOPHER SHELTON: BACKGROUND and EXPERIENCE

Background:

I have been Griffith Observatory's Performance Director for the last sixteen years, since the reopening of the renovated Samuel Oschin Planetarium in 2006. I have been an integral part of the inception and development of six planetarium shows, including *Centered in the Universe*, *Water is Life*, *First Light*, *Light of the Valkyries*, *Times Up*, and the current hit show, *Signs of Life*, which opened in May, 2022, for which I also was one of the writers. I have been deeply involved in the creation of planetarium shows, in the process of auditioning and training live performers to present the shows, and in monitoring the quality of planetarium performances once the shows have opened.

I believe I meet all criteria and am the logical choice to be Griffith Observatory's Performance Director for the next three years. This is based on my unique college training in the Oral Interpretation of Non-Dramatic literature, my extensive professional experience with theater classics – especially Shakespeare, and my wide-ranging, fifty-year background in film and television, along with my *extensive planetarium experience*,

My unique qualifications began with my training as a theater director. I have a BA and MA in Speech and Drama from Occidental College in Los Angeles. Along with intensive acting, directing, theater history, design, and production courses, I pursued a unique, specialized study in the Oral Interpretation of Non-Dramatic Literature. This focused on the creation of dynamic, emotionally compelling dramatic performances from materials not normally included in the theater lexicon – like science. I showed an early aptitude for this form of theater and was hired to teach it at Occidental while earning my graduate degree in 1968-69. I expect I am one of the few directors in Hollywood specifically trained in the creation of theatrical performances from traditionally non-theatrical subjects, such as *astronomy*.

The Griffith Observatory planetarium shows are built on the fundamental fact that astronomy is an act of human perception. It is communicated through storytelling. Individual storytellers are crucial to the audience experience. While the shows also feature state-of-the-art animation and dynamic music and sound effects, they depend on image-rich language to transport audiences to other worlds and galaxies far, far away. It requires strong vocal technique, clarity of content, specificity of choice, breath control, diction, physical presence, and the fusion of intelligence and passion in order to bring individual performances to life. The Performance Director must guide and inspire the performer to achieve maximum vocal and interpretive impact. I credit my own theater training in the classics,

especially Shakespeare, as another key to my training of actors to narrate planetarium shows.

It helps to know the actor's job first hand. Although I was a directing major in college, I appeared frequently as an actor in Occidental's semi-professional Summer Theater Festival, playing roles from Romeo to Hamlet. Following college, I continued to act in the classics professionally, playing major roles in Shakespeare, Shaw, and Moliere in regional theaters from Los Angeles' Inner City Repertory and Hillside Repertory to San Diego's Old Globe National Shakespeare Festival to Oklahoma City's Mummies Theater. Working with established stage directors such as Nagle Jackson and two-time Tony Award nominee, Stephen Porter, and on stage with high-caliber actors including Academy Award winner Beah Richards, Yaphet Koto, and Edward Mulhare further grounded me in the vocabularies of both acting and directing – skills that I later applied daily as Griffith Observatory's Performance Director.

Over the years, while continuing to act occasionally, I have focused my career on my first love -- directing. For fifty years I have enjoyed a directing career spanning both theater and film—and, of course, the Samuel Oschin Planetarium.

As a stage director with Occidental's Summer Theater Festival for many seasons, and later with the Hillside Repertory Company and Pasadena's Bank Playhouse, I directed plays by Shakespeare, Moliere, George Bernard Shaw, Noel Coward, Thornton Wilder, Neil Simon, Tom Stoppard, and Bertolt Brecht. My stage directing earned a Dramalogue Award (*Tartuffe* at the Bank Playhouse) and a Los Angeles Critics Circle Award (*Mysteries and Miracles* at the Occidental Summer Theater Festival). In 2011 I directed a gala performance in the Pasadena Civic Auditorium of a new Broadway-style musical, *The Real Love*, featuring Tony winners Daisy Eagan and Cady Huffman and Academy Award winner Shirley Jones. I mention this show to demonstrate the range of my **stellar** directing assignments – from a theater with stars from Broadway to a planetarium under the stars of the Zeiss Star Projector!

My film directing has included many assignments. From 1970 through 2014 I wrote, directed and/or produced almost a hundred films in a wide range of genres – from television specials like *Nine Letters* (to celebrate the U.S. Postal Service bi-centennial), *Man and his Gold*, and *Little Lost Souls: Children Possessed* to more than fifty dramatic documentaries for series like *Impact: Stories of Survival*, *Unusual Suspects*, and *History Detectives*, airing on Discovery, TLC, the History Channel, National Geographic, and PBS.

On locations around the world I have made travel films for American and Korean Airlines, covered auto-racing spectacles for Toyota Motorsports (Indy car, sports car, and the Baja 500), and created many corporate and industrial video

programs for Honda, Toyota, FMC, and IBM. My film work has often involved stories from science. Sometimes this has meant finding a creative angle to showcase a new technology – such as employing the Dallas Symphony Orchestra as a dramatic metaphor for a brand new IBM computer concept called *word processing*. Or inter-weaving live action and animation to introduce a new automotive engine system called *hybrid*. Medical science has been a big part of the many humanitarian documentaries, fundraisers, and critical care training programs I have written and/or directed for the International Rescue Committee, the Department of Defense, the American Nursing Association, the UCLA Center for International Medicine, the Jewish Federation, the Oregon Health Sciences University, and City of Hope – as well as television dramas, like *Medical Diary* and *Transplant*. Human stories related to medicine are often highly emotional and require considerable care in the telling. They provide excellent training in patience, empathy, and the listening skills needed as a Performance Director in any medium.

My directing career has included numerous television commercials for clients including McDonalds, Budweiser, Del Monte, Cutters, Disneyland, Toyota, Pioneer Chicken, Mocha Mix, and Home Savings of America. My unusual three-minute ‘fractured fable’ spots for Mobile, featuring the cutting-edge Pilobolus Dance Theater and the popular mime team, Shields and Yarnell, garnered three national CLIO awards. (Other film projects have won the Cine Golden Eagle, several Tellys, and numerous festival awards.)

In commercials, as well as film and television, I frequently have been called on to direct celebrities – including legends like Jonathon Winters, Vincent Price, and Billy Crystal. On sound stages, film locations, or in recording studios I have worked with Charlton Heston, Joan Van Ark, Elliot Gould, Wil Wheaton, Carrie Underwood, Constance Wu, Josh Groban, Leslie Jordan, and more. I am a Directing Fellow of Robert Redford’s Sundance Institute. Whether working with real people in a documentary or directing actors on a stage or in a film – or in a planetarium -- I have found that all performers, including celebrities, need inspiration, leadership, and guidance from the director. I am fanatical about doing my homework – becoming well versed in the story and the performance space where the story will be presented. In rehearsal after rehearsal I strive to be the *best audience possible* for each performer – listening carefully and taking notes that will help the performer adjust breathing, volume, tone, emphasis, pacing, and interpretation to clarify the story and emotionally connect it with the audience.

After becoming the Performance Director at Griffith Observatory in 2006, I continued to take occasional film-directing assignments. Since 2011 I have gradually narrowed my other work to an on-going role as a judge for the Edgerton Foundation New Play Awards. The foundation helps develop original plays and supports the theaters that premiere them. Evaluating approximately fifty plays a

year has enabled me to stay engaged with the latest in theater literature. I have helped provide key early support for many Pulitzer and Tony winners, including *Hamilton*. Working with the Edgerton Foundation has allowed me flexibility to respond quickly to the needs of my primary client, Griffith Observatory. Being a local provider (less than ten miles from the Observatory) also has been key.

Regarding the Scope of Services:

If I am selected to be the next Performance Director I look forward to continuing to work with the Curator of Griffith Observatory (or designee) to serve as Performance Director of live performances in the Samuel Oschin Planetarium – and elsewhere at Griffith Observatory, as needed.

The talents and skills of many people are needed to create a show. An equal number of differing personalities come with them. I would not have lasted fifty years in show business – including sixteen years serving Griffith Observatory – if I did not have high respect for managers, producers, technicians, and fellow artists, and an aptitude for working with them. The quality of a show reflects the quality of collaboration and our planetarium shows have been top notch. I also realize that a show needs a ‘boss.’ At Griffith Observatory it is usually the Curator (working with Observatory management) who is the producer of the total show ‘package’ --- concept, script, animation, star projections, music, etc. The Performance Director helps to realize the Curator’s vision by providing the final element – the live performance.

If selected, I would continue to advise the producer(s) in determining the type of presenters best suited for existing and new shows. Presenters need to be charismatic performers, but also must be responsible, respectful, and dependable. They are voices of the Observatory. Choosing the right performers for the planetarium is a very high priority. If new presenters are needed, I look forward to helping to select them. After consulting with the producer(s) on the number of new presenters needed I would review applications and resumes and help to organize and hold auditions to identify candidates: strong, responsible performers, who have a talent for astronomical material, are responsive to direction, and who are available to perform shows according to the planetarium schedule. After callbacks and a review of the strongest candidates, I would consult with the producer(s) on the final choice.

Being an Observatory Presenter is a unique challenge for an actor. It is unlike any other performance job they will have experienced. Giving a live performance that is in synch with rapidly evolving visual and music cues, plus sound effects, is not an easy task. The performers must learn to anticipate every element of a fast-paced, dazzling spectacle, including complex audio cues. They will be performing with high energy, non-stop for 35 minutes, for up to 290 people at a

time. It takes a natural affinity for astronomy, an ear for music, and keen performance chops.

In sixteen years of planetarium work I have trained at least twenty-one planetarium presenters. They include eleven men and ten women. The requirements of performance, including vocal range, movement, dress code, microphone placement, and props, have been suitable for both male and female presenters. There is nothing in the nature of the job that favors one gender over another. I would expect to continue to maintain a balanced roster of men and women, while also maintaining a high standard of performance quality.

Directing the presenters through live rehearsals (in a rehearsal facility, in the planetarium dome, and sometimes remotely), along with monitoring public performances, is at the core of the Planetarium Director's job. It includes training for new shows and brush-up sessions to maintain quality and consistency during the indefinite run of shows. Training usually begins in a rehearsal room outfitted with digital video projection of the show, allowing the Performance Director to stop, start, and pause projection at any given moment. This is a critical tool in the painstaking process of training a performer in the multitude of visual and audio cues that make up each show. Along with cues we focus on the thematic arcs of the story, nuances of language, and the drama in the science. We always are looking for the human dimension, the moments of awe and wonder that will resonate with audiences long after they leave the planetarium. After 25-30 hours per show of stop/start training, rehearsals move to the dome. 20 more hours are needed to establish the show in its home space. We continue to work on performance – diction, emphasis, volume, movement, physical presence and appearance. But we also add technology. The Performance Director collaborates with technical and planetarium staff to create lighting and sound levels and to adjust each performer's radio microphone to suit their individual voice quality and timbre. Rehearsals in the dome are not start/stop. A typical dome rehearsal includes 3-5 complete run-throughs, with detailed directorial notes after each one. This demands considerable performer stamina, but it is good preparation for the four, back-to-back performances in the usual public planetarium shift.

The Samuel Oschin Planetarium is a singular performance space. With its spectacular star projector, 8K digital laser projection system, state-of-the-art aluminum dome, reclining seats, surround sound, and theatrical lighting, the 290-seat theater is the finest planetarium in the world. The Performance Director needs know how to use it. Sixteen years of experience and six different shows have educated me in many aspects of the planetarium theater -- and have presented some interesting challenges. Maintaining an illusion of a seamless, infinite space while lighting actors' faces was an early challenge. It was met with the now-iconic glowing globe. New technologies may offer new solutions.

As space technologies evolve, so does our understanding of the universe and our place in it. This could mean new planetarium shows! If I should be selected as the next Performance Director I would look forward to assisting the Curator and other Griffith Observatory producers in the development of such shows, from concept through scripting, rehearsal, and performance. Just as with a new stage play or screenplay, 'work-shopping' various drafts of a planetarium script with performers can provide valuable feedback to writers, composers, and animation artists. I have enjoyed my participation as a writer on *Signs of Life* and, if needed, would look forward to contributing to future shows. Also, as time passes, new astronomical information might suggest changes in text and added rehearsal to upgrade existing shows.

Should I become Performance Director I understand that my assignments from the Curator (or designee) would be specific and include completion dates and progress milestones. I am familiar with deadlines and airdates from theater and film work throughout my career, as well as my prior Observatory experience. I am also aware that dates and milestones can change. The Performance Director needs to be flexible and adapt to new realities – such as a pandemic. I was very involved in responding to two postponements of the *Signs of Life* premiere with remote rehearsals via zoom.

Should I become Performance Director, I would comply with all provisions and guidelines outlined in the Scope of Services (section IV of the RFP) and the Minimum Qualifications (Section V of the RFP) and all contractual commitments. I have met the same or similar compliance requirements and guidelines during my previous experience as Performance Director at Griffith Observatory, as well as the comparable requirements of other clients and organizations.

I especially note that the services of Performance Director would be on an as-needed basis and nothing implies that I, as a contractor, would be an employee of the City of Los Angeles. Throughout my prior Observatory experience I have maintained appropriate insurance requirements, as specified by City Risk Management, and would continue to do so. I further understand that it would be a 3-year contract and I would be paid by RAP at a rate \$65.00 per hour. No minimum amount is guaranteed, although the annual average is roughly 400-700 hours. The annual maximum is 1,077 hours, though there is no expectation of approaching that maximum in the ordinary course of business.

Recent and Relevant Experience:

As mentioned several times in the pages above, my unique education in the Oral Interpretation of Non-Dramatic Literature, my work with theater classics – especially Shakespeare, and my broad, eclectic 50-year career in film and

television well-prepared me to be the planetarium Performance Director at Griffith Observatory, starting in 2006. Now, having 16 years of experience on the job, I believe I am more prepared than ever. In fact, I put my services as Performance Director in the Samuel Oschin Planetarium at the top of my list of Relevant Experience over the last decade. Contacts in **bold** are designated references.

YEAR(S): 2008-2022

CLIENT: Griffith Observatory
2800 East Observatory Road
Los Angeles, California 90027

JOB: Planetarium Performance Director

Contract 3271
10/01/2008 – 09/30/2011
\$62.50 per hr.
Total 3-yr. Contract Value: up to \$99,000.00

Contract 3271 Amended
1-Year extension of contract
09/09/2011 – 09/09/2012
\$62.50 per hr.
1-yr. Contract Value: up to \$50,000.00

Contract 3455
07/10/2013 – 07/09/2014
(w/ 5 options to extend for 1 yr. each, all 5 options exercised)
total 6-year period: 07/10/2013 – 07/09/2019
\$62.50 per hr.
Contract Value, First 3 yrs.: up to \$40,000.00 per yr.
Contract Value, Second 3 yrs.: up to \$50,000.00 per yr.
Total 6-yr. Contract Value: up to \$270,000.00

Contract 3727
07/10/2019 – 07/09/2022
\$62.50 per hr.
Contract Value: up to \$70,000.00 per yr.
Total 3-yr. Contract Value: up to \$210,000.00)

For Reference please contact: Mark Pine
Deputy Director, Griffith Observatory
213-473-0822
mark.pine@lacity.org

Other Recent Work Experience:

YEAR(S): 2011—Present

CLIENT: Edgerton Foundation
1925 Century Park East
16th. Floor
Los Angeles, CA 90067-2701

JOB: Play Judge: Edgerton Foundation New Play Awards.
Read, analyze, review plays re: production grants for new plays.

Contract Amount: \$150.00 per play

Average Number of plays: 50

Average Yearly Total: \$7,500.00

**For reference please contact: Bradford W. Edgerton, MD
President, Edgerton Foundation
310-788-0310
brad@edgertonfoundation.org**

As Freelance Director:

As a freelance director/writer/producer since 1970 I have worked with a number of production companies, large and small. Among them: Dave Bell Associates, The Petersen Company, Boardwalk Film and Tape, Kristofferson Films, Gears Communications, Creative Image Works, GRB Entertainment, LMNO, Authentic Entertainment, Oregon Public Television, UCLA Center for International Medicine, Mike Mathis Productions, and Yada/Levine Video Productions. The director is paid by the project. Fees can vary based on the type of project: documentary, educational, industrial, commercial, television special, etc. Rarely is a director paid by the hour. As I began to focus on Griffith Observatory and to phase out most outside work, I still managed to direct a few projects for other clients. I have chosen three from the last decade that have some relevance to this proposal. (Addresses may have changed since my association).

YEAR: 2015

CLIENT: Mike Mathis Productions
87 N. Raymond Ave.
Suite 900
Pasadena, California 91103

JOB: Dramatizations Director for TLC television series: *I Still Didn't Know I was Pregnant!* Scary and funny real stories of women who 'suddenly' go into labor and deliver babies – not knowing they were pregnant. Medical science/human drama. Purpose: Entertainment.

3 prep days, 5 shoot days
Total Payment: \$8,500.00

For reference please contact: Tammy Wood
Producer
310-804-2425
tammy.wood@me.com

YEAR: 2014

CLIENT: Yada/Levine Video Productions
1253 Vine St.
Hollywood, California 90038

JOB: Performance Consultant: ABC On-Air Promotions. Coached lead actors for Host-Narrator roles in promo shoots for upcoming or returning ABC shows, plus additional interview shoots.

Various prep.....\$1725.00
6 ABC shoot days @ \$750.00.....\$4500.00
2 extra interviews @ \$650.00.....\$1300.00
Total Payment.....\$7525.00

For reference please contact: Michael Yada
Producer
626-826-5687
myada@yadalevine.com

YEAR: 2012

CLIENT: UCLA Center for International Medicine
924 Westwood Blvd.
Los Angeles, California 90024

JOB: Directed two major shoots for *Family Planning and Critical Abortion Care* medical relief program in Ghana. Sponsor: American Nurses Foundation. Included documentary shoot in Ghana and stage shoot in West L.A. Latter used actors to dramatize specific Ghanaian

critical care needs and to model best nurse-midwife response practices. Medical Science/human drama. Purpose: Education

Ghana docu shoot:12 days@\$500.....	\$6000.00
L.A. stage shoot: 7 days@\$500.....	\$3500.00
Prep, casting, post:11 days@\$500.....	\$5500.00
Total Directing Fee.....	\$15,000.00

For reference please contact: Nicole Durden Sobolewski
 Producer
 505-944-5631
 Nicole@sonosim.com

Respectfully submitted by:



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sheltonfilm@gmail.com