

# APPROVED

JAN F9 2023

**BOARD REPORT****BOARD OF RECREATION  
AND PARK COMMISSIONERS**NO. 23-025DATE: January 19, 2023C.D. 4**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: GRIFFITH OBSERVATORY – AMENDMENT NO. 2 TO CONTRACT WITH CARL ZEISS JENA GmbH FOR ANNUAL MAINTENANCE AND SERVICE OF THE UNVERSARIUM MIX MODEL 555 STAR PROJECTOR AT THE SAMUEL OSCHIN PLANETARIUM TO INCLUDE REPAIR COSTS

\*M. Rudnick \_\_\_\_\_ B. Aguirre B.A.  
H. Fujita \_\_\_\_\_ C. Santo Domingo \_\_\_\_\_  
B. Jackson \_\_\_\_\_ N. Williams \_\_\_\_\_



General Manager

Approved X Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

**RECOMMENDATIONS**

1. Approve the proposed Amendment No. 2 (Amendment), attached hereto as Attachment 1 to Contract No. 3730 (Contract) (attached hereto as Attachment 2), to account for the provision of essential repairs to the Universarium Mix Model 555 Star Projector (Projector) at the Samuel Oschin Planetarium at the Griffith Observatory and to increase the total compensation payable under the Contract in connection thereto;
2. Find, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services;
3. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Amendment to the City Attorney for approval as to form;
4. Authorize the Board President and Secretary to execute the Amendment upon receipt of necessary approvals; and,
5. Authorize RAP Staff to make any necessary technical changes to implement the Board's intentions in approving this Report.

**SUMMARY**

Griffith Observatory (Observatory) is located at 2800 East Observatory Road in Griffith Park. The Observatory opened in 1935 and is an icon of Los Angeles, a national leader in public astronomy, and one of Southern California's most popular attractions.

## BOARD REPORT

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The Universarium MIX #555 Star Projector (also known as the Universarium Mark IX Model 555 Star Projector or the Zeiss Universarium Mark IX Sky Projector) (“Projector”), located in the Samuel Oschin Planetarium at Griffith Observatory, is the most sophisticated planetarium projector in the world. It is an essential element of every public and school show the Observatory produces and presents. The Observatory presents eight (8) to ten (10) live planetarium shows to the public each day it is open. The Samuel Oschin Planetarium generates over \$3 million each year in revenue from tickets sales.

The Projector was purchased by Friends Of The Observatory (FOTO) – now Griffith Observatory Foundation – in 2000 as part of the renovation and expansion of the Observatory. Later, FOTO transferred ownership of the Projector to the City of Los Angeles via a gift agreement (signed November 2, 2005). The terms of the FOTO purchase contract included five (5) no-cost annual maintenance and service visits for the Projector by technicians from Carl Zeiss Jen GmbH, and FOTO paid for subsequent yearly maintenance through 2012. The first service contract for maintenance was Contract No. C-123951 entered into May 23, 2014. The current Contract, approved by the Board in Board Report No. 19-100 on June 5, 2019, was the third maintenance and service contract requested by Griffith Observatory since taking fiscal and schedule responsibility of the Projector in 2013. Carl Zeiss Jena GmbH is the sole manufacturer of the Universarium MIX #555 Star Projector and likewise the sole contractor capable of providing necessary maintenance, service, and repairs. While Griffith Observatory staff performs basic projector maintenance (changing bulbs and ballasts, lubrication, cleaning), the annual maintenance and servicing of the instrument is essential for proper long-term operation and care. Critical parts – and their installation – are proprietary to the manufacturer of the equipment. Not properly servicing the projector would be placing at risk a multi-million dollar instrument at the heart of the Griffith Observatory experience.

The Contract was executed October 7, 2019. It was originally for a term of three years (July 1, 2019, to June 30, 2022) and contemplated three (3) annual servicing visits by Zeiss technicians to the Observatory. The Board approved Amendment No. 1 to the Contract (Attachment 3) on August 19, 2021, increasing the term of the Contract by 15 months due to the impact of the COVID-19 pandemic (Board Report No. 21-146). The Contract has a compensation amount not to exceed \$25,000 per year and \$75,000 in the aggregate.

### **Contract Amendment No. 2**

While the Contract is focused on proper maintenance and servicing of the Projector, it does recognize the possible need for essential repairs (and repair visits) that cannot be conducted as part of a maintenance and servicing visit. Section 1.A.6 of the Contract specifies that “Repairs to the Projector which are not part of this maintenance and service agreement shall be subject to separate negotiations and charged separately.” While these repair costs were always intended to be outside the aggregate \$75,000 spending limit for the maintenance and servicing activities, the contract language does not provide for that specifically and does not account for the provision of essential repairs that may be necessary. Thus, staff recommends the Contract be amended to provide authorization to obtain and pay for such essential repairs under the Contract. This change is necessitated by essential repair activities to the Projector that occurred in November 2022, and

## BOARD REPORT

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January 2023. As with the annual maintenance and service of the Projector, these essential repairs must be performed by Carl Zeiss Jena GmbH because it is the sole manufacturer of the Projector, and the critical parts and their installation and repair are proprietary to the manufacturer of the equipment.

The proposed Amendment No. 2 changes Section I (Scope of Services) of the Contract to include the provision of essential repairs to the Projector as requested by RAP and amends Section III (Compensation) of the Contract to add clarifying the language that adds a new Item B to the Section that specifies an amount not to exceed Sixty Thousand Dollars (\$60,000.00) for essential repair activities and materials that are NOT part of maintenance and servicing visits during the Contract period. Payment amounts for individual repair visits are based on the work to be performed, but the total of all repair expenditures would not exceed the repair limit.

### FISCAL IMPACT

The proposed Amendment No. 2 adds authorization for the provision essential repair services and payment of up to Sixty Thousand Dollars (\$60,000) for such repairs during the Contract term. Sufficient Griffith Observatory funds in this amount have been identified in Fund No. 302, Department 88, Account 3040. There is no additional impact to RAP's General Fund.

This report was prepared by Mark Pine, Deputy Director, Griffith Observatory.

### LIST OF ATTACHMENTS

- 1) Proposed Amendment No. 2 to Contract No. 3730
- 2) Contract No. 3730
- 3) Amendment No. 1 to Contract No. 3730

**AMENDMENT NO. 2 TO CONTRACT NO. 3730  
FOR THE ANNUAL MAINTENANCE AND SERVICE OF THE UNIVERSARIUM MIX MODEL  
555 STAR PROJECTOR AT THE SAMUEL OSCHIN PLANETARIUM**

THIS AMENDMENT NO. 2 TO CONTRACT NO. 3730 ("AMENDMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as "CITY"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD") and CARL ZEISS JENA GMBH PLANETARIUMS (hereinafter referred to as "CONTRACTOR").

**WITNESSETH**

Whereas, on June 5, 2019, the BOARD approved Contract No. 3730 for THE ROUTINE MAINTENANCE AND SERVICE OF THE UNIVERSARIUM MIX #555 STAR PROJECTOR LOCATED IN THE SAMUEL OSCHIN PLANETARIUM AT GRIFFITH OBSERVATORY (hereinafter referred to as "CONTRACT") with a term of three (3) years, starting July 1, 2019 and expiring on June 30, 2022 and authorized the Board President and Secretary to execute the AGREEMENT on behalf of the CITY; and

Whereas, on August 19, 2021, the BOARD amended the CONTRACT (Report No. 21-146) to extend its term to September 30, 2023; and

Whereas, the CITY and CONTRACTOR desire, by way of this AMENDMENT, to increase the maximum amount of the CONTRACT by \$60,000 to cover expenses for essential repairs to the projector that cannot be completed as part of the regular maintenance and servicing activities; and

Whereas, this AMENDMENT has been approved by the BOARD at its meeting on \_\_\_\_\_ (Report No. \_\_\_\_\_).

Now, therefore, the CITY and CONTRACTOR hereby mutually agree to amend the CONTRACT through this AMENDMENT as follows:

**1. SECTION I. SCOPE OF SERVICES**

Section I of the CONTRACT entitled "Scope of Services" is hereby amended to add the following paragraph below in quotation marks, to be placed at the end of such Section I:

"In addition to the Maintenance Service set forth above, CONTRACTOR shall provide, at DEPARTMENT's request, essential repair activities and materials in connection thereto for the PROJECTOR that are not part of the maintenance and servicing activities set forth above."

**2. SECTION III. COMPENSATION**

Paragraph A. of the above titled section of the CONTRACT is hereby amended and replaced in its entirety with the following set forth in quotation marks below:

"A. The DEPARTMENT shall pay CONTRACTOR an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) per maintenance and servicing visit, for services provided from September 23, 2019, through September 30, 2023. The total amount for maintenance and servicing activities will not exceed Seventy-Five Thousand Dollars (\$75,000.00). In addition the DEPARTMENT shall pay CONTRACTOR an amount not to exceed Sixty Thousand Dollars (\$60,000.00) for essential repair activities and materials in connection thereto for the PROJECTOR that are NOT part of maintenance and servicing visits, for repairs provided from September 23, 2019, through September 30, 2023. The payment amount for individual repair visits shall be based on the work to be performed by CONTRACTOR, but the total of all repair expenditures shall not exceed the total listed above (\$60,000)."

## **2. REMAINDER OF CONTRACT REMAINS UNCHANGED**

Except as amended herein, all other terms and conditions of the CONTRACT, as previously amended, shall remain unchanged and in full force and effect.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT NO. 2 TO CONTRACT NO. 3730, to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners.

BY: \_\_\_\_\_  
President

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Secretary

DATE: \_\_\_\_\_

CARL ZEISS JENA GMBH PLANETARIUMS

BY: \_\_\_\_\_  
Dr. Martin Krauss  
Head of Business Field Planetariums

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Dr. Bernard Ohnesorge  
Managing Director  
Carl Zeiss Jena GmbH Planetariums

DATE: \_\_\_\_\_

BTRC No.: \_\_\_\_\_

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO  
City Attorney

BY: \_\_\_\_\_  
Steven Hong  
Deputy City Attorney

DATE: \_\_\_\_\_

DEPARTMENT OF RECREATION  
AND PARKS

BOARD OF COMMISSIONERS

SYLVIA PATSAOURAS  
PRESIDENT

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VICE PRESIDENT

NICOLE CHASE  
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BOARD SECRETARY (213) 202-2640

City of Los Angeles  
California



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MAYOR

MICHAEL A. SHULL  
GENERAL MANAGER

ANTHONY-PAUL (AP) DIAZ, ESQ.  
EXECUTIVE OFFICER &  
CHIEF OF STAFF

VICKI ISRAEL  
ASSISTANT GENERAL MANAGER

SOPHIA PIÑA-CORTEZ  
ASSISTANT GENERAL MANAGER

CATHIE SANTO DOMINGO  
ACTING ASSISTANT GENERAL MANAGER  
(213) 202-2633 FAX (213) 202-2614

October 8, 2019

Carl Zeiss Jena GmbH Planetariums  
Carl-Zeiss-Promenade 10  
07745 Jena GERMANY

Attention: Ann Lakey, Project Manager, Planetarium Division,  
Hendrik Merkel, Head of Service and Quality, Planetariums

Gentlepersons:

Enclosed is Agreement No. 3730, between the City of Los Angeles, by and through its Board of Recreation and Park Commissioners, and your organization, executed on October 7, 2019, for the routine maintenance and service of the Universarium MIX #555 Star Projector located in the Samuel Oschin Planetarium at Griffith Observatory (Services) in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) for the Service referenced above in each of fiscal years 2020, 2021, and 2022 to equal a total of Seventy-Five Thousand Dollars (\$75,000.00) for the three (3) year Contract.

If you have any questions with regard to the Agreement at this time, please contact Ms. Nancy Jeffers, Management Analyst II, Grants Administration, Finance Division at (213) 202-5628.

Very truly yours,

BOARD OF RECREATION AND  
PARK COMMISSIONERS

*H. Davis* for  
IRIS L. DAVIS

Commission Executive Assistant II

Enclosures

cc: City Controller  
City Attorney  
Departmental Chief Accountant  
Nancy Jeffers, Management Analyst II, Grants Administration, Finance Division  
Mark Pine, Deputy Director, Griffith Observatory



AGREEMENT NO. 3730  
BETWEEN  
THE CITY OF LOS ANGELES DEPARTMENT OF  
RECREATION AND PARKS  
AND  
CARL ZEISS JENA GMBH PLANETARIUMS  
FOR  
THE ROUTINE MAINTENANCE AND SERVICE OF THE UNIVERSARIUM  
MIX #555 STAR PROJECTOR LOCATED IN THE SAMUEL OSCHIN  
PLANETARIUM AT GRIFFITH OBSERVATORY

**PERSONAL SERVICES CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
CARL ZEISS JENA GMBH  
FOR THE GRIFFITH OBSERVATORY**

This Contract ("Contract" or "Agreement") is entered into this 7th day of October 2019, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "CITY"), and Carl Zeiss Jena GmbH (hereinafter referred to as "CONTRACTOR") located in Jena, Germany and fully owned by the Carl Zeiss Foundation, to provide annual maintenance and service of the Universarium MIX Model 555 Star Projector installed in the Samuel Oschin Planetarium at Griffith Observatory. CITY and CONTRACTOR shall be referred to herein each as a "Party" and collectively as the "PARTIES".

**RECITALS**

WHEREAS, the Department of Recreation and Parks of the City of Los Angeles (hereinafter referred to as the "DEPARTMENT") owns, operates and maintains various parks and recreational facilities throughout the City of Los Angeles including Griffith Observatory; and

WHEREAS, CONTRACTOR, an international leader in the fields of optics and optoelectronics, built the Universarium MIX Model 555 Star Projector (also known as the Universarium Mark IX Model 555 Star Projector or the Zeiss Universarium Mark IX sky projector) (hereinafter referred to as the "PROJECTOR") which was purchased by Friends Of The Observatory (FOTO) in 2000; and,

WHEREAS, FOTO donated the PROJECTOR to the City of Los Angeles as a gift on November 2, 2005; and,

WHEREAS, on November 2, 2006 the PROJECTOR, installed in 2005 in the Samuel Oschin Planetarium at Griffith Observatory, began presenting live programs to the public; and,

WHEREAS, CONTRACTOR is the sole manufacturer of the PROJECTOR, has proprietary rights to the parts, and is the only entity capable of providing the necessary annual maintenance and servicing of the PROJECTOR which is essential for proper long-term operation and care of the PROJECTOR;

WHEREAS, the CITY, as a condition of the gift from FOTO, is responsible for the ongoing operation, maintenance and repair of the PROJECTOR; and,

WHEREAS, DEPARTMENT desires to secure the professional services of CONTRACTOR, the builder and the only contracting firm capable of performing maintenance on the PROJECTOR at Griffith Observatory; and,

WHEREAS, CONTRACTOR is experienced in providing services of the type required, is willing to perform such services, and can provide such services to the DEPARTMENT, having done so, directly and indirectly, since 2005; and,

WHEREAS, it is in the DEPARTMENT'S best interest to secure said services from CONTRACTOR; and,

WHEREAS, the Board of Recreation and Park Commissioners (BOARD) in its capacity as the contract awarding authority for the DEPARTMENT, finds pursuant to Charter Sections 371(e)(7), 371(e)(2) and 371(e)(10), competitive bidding is not required for the services to be performed under this Contract because this Contract is for equipment repairs or parts obtained from the manufacturer of the equipment and the use of competitive bidding for these services would be impracticable and impossible as the CONTRACTOR is the sole source for these services.

NOW, THEREFORE, CITY and CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

**I. SCOPE OF SERVICES**

Under the direction of the DEPARTMENT's General Manager, the Griffith Observatory Deputy Director, or designee, CONTRACTOR shall perform annual routine maintenance of the PROJECTOR as follows:

A. Maintenance Service to be provided by CONTRACTOR:

1. Maintenance includes, but is not limited to, all features specified in the Annexure (attached hereto and incorporated herein by reference as Exhibit B).
2. After completion of the maintenance, a service report shall be signed by CONTRACTOR's service engineer and presented to the DEPARTMENT's representative(s) for countersigning.
3. The checklist shall be subject to changes according to modifications to the PROJECTOR caused by technological improvements.
4. Basic routine maintenance tasks (*i.e.*, including but not limited to such things as cleaning, lamp changes, operational tests, *etc.*) as stipulated in the CONTRACTOR-provided instruction manual shall be done by DEPARTMENT'S technicians on a regular basis between the annual CONTRACTOR visits.

5. CONTRACTOR will send at least one service engineer per annual visit. The service engineer shall write a service report, including a record of the daily work and description of the work carried out and of any spare parts and auxiliary materials used. The service report shall be signed by the service engineer and DEPARTMENT's representative.
6. Repairs to the PROJECTOR which are not part of this maintenance and service agreement shall be subject to separate negotiations and charged separately. In case the necessity of such repairs occurs during the annual maintenance service, CONTRACTOR shall submit an estimate immediately.
7. Upon the failure of the equipment to perform in proper condition and functioning for safe operation as manufactured and tested according to the parameters of this Agreement, CONTRACTOR will correct the equipment or software by adjustment or repair in place, or at CONTRACTOR's option, by replacement part(s) so that the PROJECTOR will be capable of meeting the performance specified in this agreement.
8. CONTRACTOR shall provide remote troubleshooting advice and counsel (primarily via email) regarding PROJECTOR issues that arise between annual maintenance services visits.

B. Parts and Materials:

1. DEPARTMENT shall regularly purchase wearing parts from the CONTRACTOR and keep a supply on hand. DEPARTMENT will make wearing parts available to the CONTRACTOR's service engineer if they are needed as part of the maintenance visit.
2. Unless arranged otherwise, CONTRACTOR will keep all spare parts and when needed, CONTRACTOR's service engineer will bring those spare parts that correspond to the defect description and install them. This Contract does not include the cost of any parts that might be needed during the maintenance such as the wearing parts (e.g. lamps) and spare parts (e.g. for repair).
3. Use of any replacement parts other than those recommended by CONTRACTOR will invalidate any liability claim against CONTRACTOR, whether concerning any malfunction of the PROJECTOR or any consequential damage in connection therewith.

C. DEPARTMENT shall:

1. Assist CONTRACTOR in performing the obligations of this Agreement by providing, in advance of the annual service visit, a detailed written description of the defects found in the PROJECTOR, damage to and/or problems with the PROJECTOR. In addition, DEPARTMENT shall also provide a logbook for the PROJECTOR listing all irregularities with the PROJECTOR.
2. Assist with the customs clearance of the service luggage and other relevant formalities if applicable.
3. Assist in facilitating CONTRACTOR's service engineer acquiring medical treatment in case of illness or accident. Notwithstanding the foregoing, City shall not be held liable in any manner regarding the provision of any medical treatment or the acquisition thereof in connection with this provision.
4. DEPARTMENT and CONTRACTOR shall schedule the date for the annual maintenance service at least three months before the start of the planned service.

## **II. TERM OF PERFORMANCE**

- A. The term of this Contract shall be for three (3) years, starting July 1, 2019 and expiring on June 30, 2022.
- B. Maintenance of the PROJECTOR shall not exceed fifty (50) working hours or five (5) working days in total per annual service visit (not including travelling hours). The PROJECTOR shall not be used by CITY during the time that the maintenance service is being done. All other Observatory activities within the Samuel Oschin Planetarium during the servicing should be coordinated with CONTRACTOR's service engineer.
- C. CONTRACTOR shall provide materials, equipment, and personnel necessary for performance of services as described under SCOPE OF SERVICES. CONTRACTOR shall bear all costs for necessary permits, insurance, taxes, and all matters required for compliance with this agreement.
- D. CONTRACTOR shall comply with the mandatory CITY terms and conditions in performing this Contract with the DEPARTMENT, as described in the Standard Provisions for City Contracts (Rev.10/17) [v.3], attached hereto and incorporated herein by reference as Exhibit A.
- E. Representatives with formal notice address provided below are the parties authorized to administer this agreement, and with whom formal notices, demands, and communications shall be given:

The Representatives of the DEPARTMENT shall be:

Patrick So, Observatory Program Supervisor  
Griffith Observatory  
Samuel Oschin Planetarium  
2800 East Observatory Road  
Los Angeles, CA 90027 USA

with a courtesy copy to:

Mark Pine, Deputy Director  
Griffith Observatory  
Samuel Oschin Planetarium  
2800 East Observatory Road  
Los Angeles, CA 90027 USA

The Representatives of the CONTRACTOR shall be:

Ann Lakey, Project Manager, Planetarium Division  
Carl Zeiss Jena GmbH Planetariums  
Carl-Zeiss-Promenade 10  
07745 Jena GERMANY

And

Hendrik Merkel, Head of Service and Quality, Planetariums  
Carl Zeiss Jena GmbH Planetariums  
Carl-Zeiss-Promenade 10  
07745 Jena GERMANY

## **II. COMPENSATION**

- A. The DEPARTMENT shall pay CONTRACTOR an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) per year, for services provided from September 23, 2019 through September 22, 2022. Department shall pay CONTRACTOR for services rendered under this agreement in a single annual payment. The total contract amount for the three years of service will not exceed Seventy-Five Thousand Dollars (\$75,000.00).
- B. To receive payments, CONTRACTOR shall submit invoices to:

Patrick So, Observatory Program Supervisor  
Griffith Observatory  
Samuel Oschin Planetarium  
2800 East Observatory Road

Los Angeles, CA 90027 USA

With a courtesy copy to:

Mark Pine, Deputy Director  
Griffith Observatory  
Samuel Oschin Planetarium  
2800 East Observatory Road  
Los Angeles, CA 90027 USA

- C. The invoice shall conform to CITY standards and include, at a minimum, the following information:
1. Name and address of CONTRACTOR
  2. Date of invoice and period covered
  3. Contract Number
  4. Description of the completed task and amount due for the task, including:
    - a. Name of personnel working on the task
    - b. Hours spent on the task and timesheet supporting charges (if applicable)
    - c. Rate per hour (if applicable) and/or total due
  5. Certification by a duly authorized officer
  6. Remittance address (if different from company address)

All invoices shall be submitted on CONTRACTOR's letterhead, containing CONTRACTOR's official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure, or photographs, shall be attached to all invoices. CONTRACTOR shall submit invoices within thirty (30) days of services. CITY shall endeavor to make payment within thirty (30) days after receiving the invoice.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. The CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. The CITY may request 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.

Any use of subcontractors by CONTRACTOR shall be approved by CITY in advance. Tasks completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges. These charges shall be made to the CONTRACTOR and included as part of the overall annual service invoice to the CITY (within the total agreed payment amount).

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

#### **IV. WARRANTY**

- A. CONTRACTOR warrants that it will rectify, at no cost to the CITY, any defects in connection with service it supplies to City, whether performed by itself or its subcontractor, if CITY provides evidence that the service has been performed inadequately or inexpertly.
- B. The limitation period for warranty claims in connection with the annual maintenance service is six months after the maintenance service is completed.
- C. Defects occurring on the repaired PROJECTOR that do not result from improper service but from normal wear and tear, improper treatment or other influence, shall not be covered by this warranty.

#### **V. INSURANCE**

CONTRACTOR is required to carry General Liability, Employer Liability, and Worker's Compensation insurance as specified in the Standard Provisions for City Contracts (Exhibit A to this Agreement, PSC - 23) and specified on Form 146 (Exhibit C Form 146 Insurance Requirements).

#### **VI. INDEMNIFICATION**

CONTRACTOR agrees to the indemnification obligations, including the intellectual property indemnification, specified in the Standard Provisions for City Contracts (Exhibit A to this Agreement, PSC-18, PSC-19).

#### **VII. INDEMNIFICATION**

CONTRACTOR acknowledges that its services performed and products delivered under this Agreement shall be considered "Work Product" for purposes of section PSC-21 "Ownership and License" of the Standard Provisions for City Contract, attached as Exhibit A to this Agreement and incorporated herein and made a part hereof by this reference, and CONTRACTOR agrees to comply with, and be bound by, the provisions of such section.

#### **VIII. RATIFICATION**

At the request of the DEPARTMENT, and because of the need therefore, CONTRACTOR may have begun performance of the services required

hereunder prior to the execution of this Contract. By its execution hereof, CONTRACTOR hereby accepts that such services are subject to all of the terms, covenants, and conditions of this contract, and CONTRACTOR's performance of such services.

## **IX. 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 this reference:

Exhibit A. Standard Provisions for City Contracts (Rev.10/17) [v.3]

Exhibit B. Annexure – Maintenance Service for UNIVERSARIUM  
MIX Model 555 Griffith Observatory

Exhibit C. Form 146 Insurance Requirements

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This Contract; and (2) Exhibit A; and (3) Exhibit C; and (4) Exhibit B.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, the PARTIES have executed this CONTRACT as of the date first written above.

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

By Alyon Patenaude Date 10/02/2019  
President

By H. Daniels Date 10/02/2019  
Secretary

CARL ZEISS JENA GMBH

By M. Kraus Date 08/19/2019  
Dr. Martin Kraus  
Head of Business Field Planetariums

By B. Ohnesorge Date 09/04/2019  
Dr. Bernard Ohnesorge  
Managing Director  
Carl Zeiss Jena GmbH

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: S. Hong  
Steven Hong  
Deputy City Attorney III

Date: 10/7/19

DEPARTMENT OF RECREATION  
AND PARKS

BOARD OF COMMISSIONERS

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PRESIDENT

LYNN ALVAREZ  
VICE PRESIDENT

TAFARAI BAYNE  
NICOLE CHASE  
JOSEPH HALPER

HAROLD ARRIVILLAGA  
BOARD SECRETARY  
(213) 202-2640

City of Los Angeles  
California



ERIC GARCETTI  
MAYOR

MICHAEL A. SHULL  
GENERAL MANAGER

ANTHONY-PAUL (AP) DIAZ, ESQ.  
EXECUTIVE OFFICER &  
CHIEF OF STAFF

CATHIE SANTO DOMINGO  
ASSISTANT GENERAL MANAGER

JIMMY KIM  
ACTING ASSISTANT GENERAL MANAGER

MATTHEW RUDNICK  
ACTING ASSISTANT GENERAL MANAGER  
(213) 202-2633 FAX (213) 202-2614

September 13, 2021

Carl Zeiss Jena GmbH Planetariums  
Carl-Zeiss-Promenade 10  
07745 Jena GERMANY

Attention: Mr. Hendrik Merkel, Head of Service and Quality Planetariums

Gentlepersons:

Attached herewith is the executed Amendment No. 1 to Contract No. 3730, between the City of Los Angeles, by and through its Board of Recreation and Park Commissioners, and your organization to extend the term of Contract 3730 by fifteen (15) months to account for the period of the government-ordered closure of Griffith Observatory due to the COVID-19 pandemic for annual maintenance and service of the Universarium MIX Model 555 Star Projector located in the Samuel Oschin Planetarium at Griffith Observatory.

If you have any questions with regard to Amendment No. 1 to Contract No. 3730, please contact undersigned at (213) 202-2640.

Very truly yours,

BOARD OF RECREATION AND  
PARK COMMISSIONERS

A handwritten signature in blue ink that reads "Harold Arrivillaga".

HAROLD ARRIVILLAGA  
Commission Executive Assistant II

Attachment: Amendment No.1 to Contract 3730

cc: City Controller  
City Attorney  
Departmental Chief Accountant  
John Busby, Senior Management Analyst I, Contracts Administration, Special Operations Branch



**AMENDMENT NO. 1 TO CONTRACT NO. 3730  
FOR THE ANNUAL MAINTENANCE AND SERVICE OF THE UNIVERSARIUM MIX MODEL  
555 STAR PROJECTOR AT THE SAMUEL OSCHIN PLANETARIUM**

THIS AMENDMENT NO. 1 TO CONTRACT NO. 3730 ("AMENDMENT") is made and entered into this 8<sup>th</sup> day of September, 2021, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as "CITY"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD") and CARL ZEISS JENA GMBH PLANETARIUMS (hereinafter referred to as "CONTRACTOR").

**WITNESSETH**

Whereas, on June 5, 2019, the BOARD approved Contract No. 3730 (hereinafter referred to as "AGREEMENT") for THE ROUTINE MAINTENANCE AND SERVICE OF THE UNIVERSARIUM MIX #555 STAR PROJECTOR LOCATED IN THE SAMUEL OSCHIN PLANETARIUM AT GRIFFITH OBSERVATORY (hereinafter referred to as "CONTRACT") with a term of three (3) years, starting July 1, 2019 and expiring on June 30, 2022 and authorized the Board President and Secretary to execute the AGREEMENT on behalf of the CITY; and

Whereas, the CITY and CONTRACTOR desires, by way of this AMENDMENT, to extend the original term of the AGREEMENT by an additional 15 months in light of the closure of the Griffith Observatory and travel restrictions related to the COVID-19 pandemic which delayed the performance of services under the AGREEMENT; and

Whereas, this AMENDMENT has been approved by the BOARD at its meeting on August 19, 2021 (Report No. 21-146).

Now, therefore, the CITY and CONTRACTOR hereby mutually agree to amend the AGREEMENT through this AMENDMENT as follows:

**1. SECTION II. TERM OF PERFORMANCE**

Paragraph A. of the above titled section of the AGREEMENT is hereby amended and replaced in its entirety with the following proviso:

"A. The term of this Contract shall be for four (4) years and three (3) months, starting July 1, 2019, and expiring on September 30, 2023."

**2.** Except as amended herein, all other terms and conditions of the AGREEMENT shall remain in full force and effect.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT NO. 1 TO CONTRACT NO. 3730, to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners.

BY: Sylvia Pataneas  
President

DATE: September 2, 2021

BY: H. A. Williams  
Secretary

DATE: September 2, 2021

CARL ZEISS JENA GmbH PLANETARIUMS

BY: M. Krauss  
Dr. Martin Krauss  
Head of Business Field Planetariums

DATE: 09/01/2021

BY: B. Ohnsorge  
Dr. Bernard Ohnesorge  
Managing Director  
Carl Zeiss Jena GmbH Planetariums

DATE: 09/01/2021

BTRC No.: 2703174

APPROVED AS TO FORM:

MICHAEL N. FUEUR  
City Attorney

BY: S. Hong  
Steven Hong  
Deputy City Attorney

DATE: 9/8/21