



Contract No. XXX

DEPARTMENT OF ARTS AND CULTURE SERVICES CONTRACT

This Contract ("Contract") made and entered into on _____,

by and between

COUNTY OF LOS ANGELES ("County"), by and through the Los Angeles County Department of Arts and Culture ("Arts and Culture"),

and

Name ("Contractor").

Address

Address

Vendor Number

In consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 PROJECT SERVICES

The Contractor will provide Creative Strategist services for the **HOST DEPARTMENT or OFFICE**, as part of Arts and Culture's Creative Strategist-Artist in Residence ("Creative Strategist") Program, for the Cross Sector Initiatives Division of the Department of Arts and Culture.

2 TERM OF THE CONTRACT

2.1 The term of this Contract will begin when executed by all parties and shall end on _____ ("Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

2.2 The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods ("Option Terms"), for a maximum total Contract term of three (3) years, based on initially contracted rates, subject to performance, needs, and availability of additional funds. Each such extension option may be exercised at the sole discretion of the Department Director or his/her designee.

3 TOTAL CONTRACT SUM

The maximum payable amount for all services provided hereunder for the Initial Term shall not exceed seventy-five thousand dollars (\$75,000), as set forth in Exhibit B (Scope of Work), attached hereto and incorporated herein by reference. The County may increase the maximum amount payable during the Initial Term or any Option Terms up to 10 percent to cover needed and increased services in Exhibit B (Scope of Work).

4 ADMINISTRATION OF CONTRACT

4.1 County Administration

Kim Glann, Sr. Manager of Cross Sector Initiatives, will serve as the County's Project Lead. The County will notify the Contractor in writing of any change in the names or addresses shown. The County's Project Lead is responsible for administering the contract, including, but not limited to, coordinating with Contractor, ensuring Contractor's performance of the Contract, including any tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Lead is not authorized to further obligate County in any respect whatsoever.

4.2 Contractor Administration

NAME+EMAIL will serve as the Contractor's Project Lead. The Contractor will notify the County in writing of any change in the names or addresses shown. The Contractor's Project Lead will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Lead on a regular basis.

5 APPLICABLE DOCUMENTS

Exhibits A through B are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A Standard Terms and Conditions

Exhibit B Scope of Work

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.10 (Amendments) of Exhibit A (Standard Terms and Conditions) and signed by both parties.

6 DELIVERY OF SERVICES

6.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services, or other work other than

- as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.
- 6.2** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B (Scope of Work) and in accordance with the Payment and Deliverables Schedule, as outlined in Exhibit B.
- 6.3** All materials created by Contractor pursuant to or related to this contract, including, but not limited to, any and all writings, notes, designs, sketches, drawings, graphics, displays, still images, moving images, videos, music, computer files, data, hardware and/or software will be the sole and exclusive property of the County. Contractor acknowledges that all services Contractor provides under this contract are provided as an independent contractor on a work-for-hire basis. Copyright and any other intellectual property right in any work resulting from or related to the performance of the services under this contract will vest and be held in the name of the County.

Notwithstanding the foregoing, County grants the Contractor a non-exclusive license to use the Works created under this Contract for non-commercial purposes, provided relevant credit, logos, or other acknowledgments are included. The parties acknowledge that Contractor has its own writings, designs, models, resources, and tools as well as other proprietary material belonging to Contractor that predates this Contract. Contractor owns all rights, title, and interest in its own instructional materials, templates, engagement processes, professional development design, curriculum, lesson plans, and materials including all its own written material and work product developed or created by Contractor prior to or outside of this Contract. Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality including, without limitation, County policies concerning information technology, security, and the protection of confidential records and information.

- 6.4** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality including, without limitation, County policies concerning information technology, security, and the protection of confidential records and information.
- 6.5** Contractor declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for this Work Order, is within the purview of County Code Section 2.180.010.A.

7 INSURANCE REQUIREMENTS

In the performance of this Contract and until all obligations pursuant to this Contract have been met, Contractor must obtain at its own expense insurance coverage satisfying the requirements in Section 5 (Indemnification and Insurance) of Exhibit A (Standard Terms and Conditions).

7.1 Commercial General Liability Insurance. Contractor must obtain Commercial General Liability naming the County and its Agents as an additional insured with limits of not less than:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

7.2 Auto Insurance. If Contractor will utilize a motor vehicle to perform any portion of Exhibit B (Scope of Work), Contractor must obtain a policy of auto insurance that conforms to the requirements of Section 5 (Indemnification and Insurance) of Exhibit A (Standard Terms and Conditions). The auto insurance policy limit must be equal to or exceed the California State minimum requirements for auto insurance liability.

7.3 Certificates of Insurance and copies of any required endorsements must be provided to the County’s Project Manager prior to commencing services under this Contract.

7.4 Workers Compensation and Employers’ Liability Insurance. Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor’s operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

8 CREDIT AND ACKNOWLEDGEMENT

Consultant will include the Arts and Culture and **HOST DEPARTMENT or OFFICE** logos on Content, where appropriate.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles has caused this Contract to be executed on its behalf, the day and year first above written.

COUNTY OF LOS ANGELES

By: _____
Kristin Sakoda, Director
Department of Arts and Culture

Date: _____

CONTRACTOR

By: _____
Name
Title

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy County Counsel

EXHIBIT B SCOPE OF WORK

PROJECT: Creative Strategist-Artist in Residence (“Creative Strategist”) with the County of Los Angeles Homeless Initiative (“Homeless Initiative”).

BACKGROUND:

In June 2017, the Los Angeles County Board of Supervisors unanimously approved a motion “to fund the placement of artists, arts administrators, or other creative staff who are representative of diverse constituencies in paid positions as creative strategists.” A recommendation of the LA County Cultural Equity and Inclusion Initiative (CEII), the Creative Strategist Program places artists, arts administrators, or other creative workers in County departments to work alongside staff, project partners, and community stakeholders in a collaborative process to develop, strategize, promote, and implement artist-driven solutions to complex social challenges. The program is rooted in socially engaged art and civic practice and supports implementation strategies for the Countywide Cultural Policy, serving as a model for arts-based, cross-sector projects and community engagement with County Departments to support equity across all domains of civic life.

PROJECT DESCRIPTION:

Contractor will serve as the Creative Strategist in a one-year residency with the Homeless Initiative. During the residency, the Creative Strategist collaborate with Arts and Culture and Homeless Initiative staff to develop a project that may include but is not limited to artistic interventions, approaches, and strategies; community engagement and participation; the identification or mapping of cultural and community assets; the creation of new artworks; and/or access to artistic and cultural experiences to meet the established goal(s) of the residency:

1. To develop and prototype strategies designed to dispel myths and shift the narrative about people experiencing homelessness;
2. To develop arts-based methods that capture complicated ideas in a visual form to increase understanding and awareness of the complexities and solutions of the homelessness crisis in the region; and
3. To develop artist-led, community-informed approaches for increasing public awareness of and galvanizing public support for addressing the homelessness crisis.

Programmatic activities may include both artist and community-initiated projects, workshops, and events; and site-specific visual and/or performing art presentations to address multilayered objectives that improve services provided by Los Angeles County (County), using creative methods that engage Homeless Initiative constituents and

stakeholders. The Creative Strategist may engage other artists, performers, and culture bearers during the residency. Events may be held in person or via a digital platform.

This Creative Strategist residency may include but is not limited to the use of trauma-informed visual storytelling techniques, such as graphic recording, infographics, illustrations, video, photography, and other visual media, to illustrate and promote a deeper understanding of the complicated nature of solving the homelessness crisis.

ABOUT THE COUNTY OF LOS ANGELES HOMELESS INITIATIVE:

On August 17, 2015, the Los Angeles County Board of Supervisors launched the [Homeless Initiative](#) with the primary objective of developing a coordinated set of recommended strategies to prevent and address homelessness. This was approved by the Board of Supervisors on February 9, 2016. On January 10, 2023, the Board of Supervisors unanimously adopted a motion declaring a local state of emergency for homelessness, recognizing that more is needed to fortify the County’s resolve in the fight against homelessness. The motion identified the Homeless Initiative as the lead for overall coordination of the County’s emergency response.

DELIVERABLES:

During the residency, Contractor will apply their artistic practice and creative problem-solving skills to develop artist-led and community-informed solutions to complex social challenges faced by Homeless Initiative, introduce arts-based methods for engaging with internal and external stakeholders, and support articulated residency goals.

Contractor will work with Homeless Initiative staff as a Creative Strategist – cultural observer, creative interpreter, social practice artist, and art maker – to foster innovative ideas and prototype strategies for integrating arts, culture, and creativity into Homeless Initiative operational practices, with a cultural and racial equity lens.

Contractor will work closely with staff from both Homeless Initiative and Arts and Culture, as well as independently, to develop, plan, prototype, and implement a Project during the residency.

This Scope of Work establishes a preliminary schedule for contract implementation. The schedule may change after execution of the Contract. Schedule changes will be mutually agreed upon by all parties. Time is of the essence and Contractor shall complete the services described below in accordance with the mutually agreed upon schedule:

Phase 1: Research (October 2, 2023 – January 2, 2024)

Beginning with an orientation session organized by Arts and Culture, this phase is a time for Contractor and Homeless Initiative to establish mutual understanding and trust through shared exposure to each other’s work and process. Contractor may “shadow” Homeless Initiative staff and attend meetings with staff and other stakeholders, and, in turn, will be

invited to speak to staff about their artistic practice. Key Homeless Initiative staff may visit Contractor at their studio.

During this phase, Contractor will begin to engage directly with Homeless Initiative's internal and external stakeholders, and will analyze Homeless Initiative programs and services, as related to the stated goals of the residency.

At the end of this phase, Contractor will submit a draft Residency Project Proposal, developed in collaboration with Homeless Initiative staff and detailing the proposed project for the residency. Arts and Culture, Creative Strategist, and Homeless Initiative will partner to develop an evaluation plan that will document the process, approach, and lessons learned to help transform County practices and responsiveness.

Phase 2: Prototyping (January 3, 2024 – March 1, 2024)

During this phase, Contractor will prototype and field test various models and methods of implementation for the Project. At the end of this phase, Contractor will submit a final Residency Project Proposal that reflects lessons learned during prototyping and field testing.

Phase 3: Implementation (March 2 – August 30, 2024)

After review and approval by Homeless Initiative and Arts and Culture of the final Residency Project Proposal, Contractor will implement the Project. Both Homeless Initiative and Arts and Culture staff will offer necessary support and guidance to assist Contractor during the Project's implementation through regular check-ins.

The Project will include a plan for how Homeless Initiative can sustain the arts-based methodology and practices developed during this phase.

Throughout the duration of the residency, Contractor will continue to refine methods and practices to consistently achieve high outcomes and impact over time.

Phase 4: Closeout Documents (September 3 – October 1, 2024)

Once Contractor has completed the Project, Contractor will work collaboratively with Homeless Initiative to finalize a plan to serve as a guide for the sustainability of the arts-based methods and practices developed during the residency. Contractor will submit a Final Report that documents the project's successes and challenges, lessons learned, and recommendations for Homeless Initiative and the Creative Strategist Program.

Over the course of the one-year residency, Contractor will also periodically meet with Arts and Culture staff and other Creative Strategist Program participants for cohort convenings and training opportunities.

Other Tasks include, but are not limited to:

- Plan, strategize, and implement cultural research related to Homeless Initiative and its constituents.
- Prepare and manage the Project budget.
- Develop and oversee production of education and outreach materials, if any.
- Plan, coordinate, and oversee special events related to the Project, if any.
- Represent the Creative Strategist Program and Homeless Initiative at public events and meetings and make public presentations at Project-related events and workshops.
- Interface with internal and external stakeholders, County Supervisorial deputies, and Department heads and staff, as requested by Homeless Initiative and/or Arts and Culture, to represent the Creative Strategist Program and to report out about the Project and Creative Strategist program activities.
- Notify Arts and Culture's Sr. Manager of Cross Sector Initiatives ("Cross Sector Manager") of Project activities and progress.
- General administration of the Project for reporting purposes including, but not limited to, prepare monthly Project Status Reports, submitted to Cross Sector Manager, that include Project decision points and key activities and attend regular meetings or check-ins with Arts and Culture and Homeless Initiative.
- Communications:
 - Generate text of Project for website and social media postings, press releases, fact sheets, and other communications needs.
 - Include Homeless Initiative and Arts and Culture logos and acknowledgement of Creative Strategist Program on outreach materials, where appropriate.
 - When possible, take photographs of project activities to document the Project.
- Comply with County policies, procedures, and guidelines, as provided.

All services, tasks, and/or deliverables pursuant to this Contract are subject to approval and acceptance by the Cross Sector Manager. The Cross Sector Manager has the primary responsibility for successful project management of this Creative Strategist residency. The Cross Sector Manager may refuse to approve or accept services, tasks, and/or deliverables performed by Contractor that Cross Sector Manager determines, in the exercise of their reasonable discretion, are unacceptable or unsatisfactory.

DELIVERABLES AND PAYMENT SCHEDULE

Contractor will adhere to the deliverable schedule outlined below. Adjustments to the schedule may be made upon mutual written agreement between Contractor and Arts and Culture.

PHASE	DESCRIPTION OF DELIVERABLES AND TASKS	DUE DATE	AMOUNT
0	Contract Execution	October 2, 2023	\$5,000
1	Draft Residency Project Proposal submitted; Monthly Status Reports	January 2, 2023	\$10,000
2	Final Residency Project Proposal; Monthly Status Reports	March 1, 2023	\$10,000
3.1	Midway progress update on implementation of the Residency Project; Monthly Status Reports	June 3, 2024	\$10,000
3.2	Residency Project is complete	August 30, 2024	\$10,000
4	Final Report and Closeout Documents	October 1, 2024	\$5,000
Contractor will invoice for Project Related expenses as they occur.			\$25,000
TOTAL CONTRACT AMOUNT			\$75,000

INVOICING

Invoices shall be sent to Kim Glann at kglann@arts.lacounty.gov and shall include the following language:

As per Contract # AD-23 [XXXX], [NAME] requests payment for Phase [#]/Deliverable in the amount of \$[XX,XXX].