

Contract # \_\_\_\_\_

COUNTY OF LOS ANGELES



AGREEMENT FOR ARTIST SERVICES  
FOR NAME OF PROJECT AT PROJECT SITE

**BETWEEN**

THE COUNTY OF LOS ANGELES

AND

NAME OF ARTIST

**AGREEMENT FOR ARTIST SERVICES**

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## **AGREEMENT FOR ARTIST SERVICES**

This AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the County of Los Angeles (hereafter "COUNTY") and Name of Artist (hereinafter referred to as "ARTIST"), to provide COUNTY with specialized and administrative ARTIST services.

WHEREAS, ARTIST desires to provide, and COUNTY desires to retain ARTIST to provide, specialized consulting and administrative services in connection with Project Name and

WHEREAS, ARTIST is a recognized professional with extensive experience and training in ARTIST's specialized field. In rendering these services ARTIST shall at a minimum exercise the ordinary care and skill expected from the average practitioner in ARTIST's profession acting under similar circumstances; and

WHEREAS, such services will be temporary and of an extraordinary professional and technical nature; and

WHEREAS, the Board of Supervisors has authorized Laura Zucker, Executive Director of the Arts Commission to enter into contracts for specialized and administrative ARTIST services.

NOW, THEREFORE, COUNTY and ARTIST agree as follows:

### **1.0 APPLICABLE DOCUMENTS**

Attachments A, B, C, D, E, F and G as set forth below are attached to and form a part of this Agreement.

Attachment A	<b><i>Scope of Work, Schedule, Costs and Fees</i></b>
Attachment B	<b><i>Sample Invoice</i></b>
Attachment C	<b><i>Invitation for Bids/Request for Proposals Grounds for Rejection</i></b>
Attachment D	<b><i>Sample Payment Bond Form</i></b>
Attachment E	<b><i>Sample Performance Bond Form</i></b>
Attachment F	<b><i>Artist's Final Design</i></b>
Attachment G	<b><i>Civic Art Procedures</i></b>

This Agreement and the Attachments attached hereto constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

In the event of any conflict or inconsistency between this Agreement and the attachments, or between the attachments, it shall be resolved by giving precedence first to this Agreement and then to the attachments in the following order: Attachment F, Attachment A, Attachment G.

### **2.0 TERM OF AGREEMENT**

2.1 The term of this Agreement shall commence one day following execution of this Agreement by COUNTY and shall expire on March 31, XXXX subject to COUNTY's right to terminate earlier as provided herein.

2.2 This Agreement may be extended at the sole discretion of COUNTY, on a month-to-month basis for an additional one (1) year period by amending the Agreement in writing to reflect such extension.

3.0 **INTERPRETATION**

This Agreement shall be interpreted in accordance with the laws of the State of California. The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof.

4.0 **DEFINITIONS**

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

**Project Coordination Committee**: means representatives from involved County departments, the Chief Executive Office and the County Arts Commission.

**Artist**: means the artist, sole proprietor, partnership, or corporation which has entered into a contract with COUNTY to perform or execute the work covered by these specifications, including Artist's employees, agents, assigns, contractors, subcontractors, and anyone else involved in any manner in the exercise of the rights therein given to the Artist.

**Artwork**: means the work as ultimately conceived, designed, fabricated and installed by the Artist after consultation with and approval by the Project Coordination Committee and applicable jurisdictional agencies.

**Board of Supervisors**: means the Board of Supervisors of the County of Los Angeles.

**County Contract Manager**: means the COUNTY person who will monitor and evaluate ARTIST's performance in the daily management of the Agreement and provide direction to ARTIST in the areas relating to policy, procedures and other matters within the purview of this Agreement. The County Contract Manager for this Agreement shall be Director of Civic Art, or a designee. All work performed under this Agreement shall be subject to the approval of the County Contract Manager or designee.

**Deaccession**: means the permanent removal of an accessioned Artwork from COUNTY ownership by sale, donation or destruction.

**Derivative Work**: means a work based on or derived from one or more already existing works. Examples of derivative works include a sculpture created from a drawing or a drawing created from a photograph. A derivative work for the purpose of this Agreement does not mean an entirely new work created in the recognizable style of the Artist.

**Fiscal Year**: means COUNTY's Fiscal Year which commences on July 1 and ends the following June 30.

**Premises**: means (Name and location of site)

**Reproduction**: means a two-dimensional or three-dimensional representation of the Artwork such as a photograph or scale model, recognizable as representing the Artwork.

5.0 **MAXIMUM AMOUNT AND ARTIST PAYMENT**

5.1 The Maximum Amount of this Agreement shall be \$ \_\_\_\_\_ (including all materials, labor and out of pocket expenses) for the term of this Agreement as set forth in Section 2.0, above unless otherwise extended by written notice and agreed to by both parties.

- 5.2 Payment to ARTIST shall be made in arrears at the rates specified in Attachment A to this Agreement, “*Scope of Work, Schedule, Costs and Fees,*” provided that ARTIST is not in default under any provision of this Agreement and has submitted a complete and accurate statement of payment due with documentation and deliverables attached supporting the statement of payment due. ARTIST’s fees shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of ARTIST.
- 5.3 ARTIST shall submit to the County Contract Manager all invoices, with documentation supporting the invoiced amounts, and the required deliverables (see Section 6.0, below, Statement of Work/Deliverables).
- 5.4 Upon approval of the required deliverables, the County Contract Manager shall review the invoice and make adjustments for any liquidated damages or other offset authorized by this Agreement, and authorize payment of an accurate invoice as soon as possible after receipt of ARTIST’s billing. COUNTY will make a reasonable effort to effect payment within thirty (30) days following receipt of an invoice which is accurate as to form and content.

6.0 **STATEMENT OF WORK/DELIVERABLES**

**DESCRIPTION OF THE ARTWORK**

Description here, ATTACHMENT F

The goal of the parties is the installation of Artwork which represents the creative talents of the ARTIST and satisfies the specifications of the Project Coordination Committee. The parties recognize that they must consult closely in order to accomplish this goal, and that changes in the design may become desirable as the Artwork is fabricated and/or installed. Material and conceptual changes may be made to design of the Artwork as proposed herein by the ARTIST prior to the COUNTY’S Acceptance of the Artwork (such as changes in the Artwork’s material, color, size, relative scale and placement as compared to the preliminary design therefore that was most recently accepted or approved by the COUNTY) but only after the ARTIST has given written notice of such desired changes to the COUNTY Contract Manager and has received written approval of each such change. Upon reasonable prior notice to the ARTIST, the Project Coordination Committee, COUNTY, its Contract Manager and/or the COUNTY’s agents shall have a right to make reasonable inspections and reviews of the ARTIST’s progress with respect to the Artwork.

7.0 **FURTHER TERMS AND CONDITIONS**

7.1 **APPROVAL AND OWNERSHIP OF ARTWORK**

All tasks, “work products” (deliverables), services or other work performed by ARTIST are subject to the written approval of the COUNTY Contract Manager or designee. Approval of deliverable(s) will not be unreasonably withheld by COUNTY. Rejection of deliverable(s) shall be on clearly stated grounds with reference to objective criteria based upon deviations from original designs as approved. Upon issuance by the COUNTY of an Acceptance Notice, as provided in Section 7.18 herein and subject to Section 7.20, all right, title and ownership of the Artwork shall vest in the County.

7.2 **AUTHORIZATION WARRANTY**

ARTIST represents and warrants that the signatory to this Agreement is fully authorized to obligate ARTIST hereunder and that all acts necessary to effectuate the valid

execution of this Agreement by any fictitious legal entity which constitutes ARTIST have been accomplished.

### **7.3 CHANGES AND AMENDMENTS OF TERMS**

COUNTY reserves the right to change, through negotiation, any portion of the work required under this Agreement, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 7.3.1 For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change Notice* shall be prepared and signed by the County Contract Manager and ARTIST.
- 7.3.2 For any revision which materially affects the scope of work, price, or any term and condition included in the Agreement, a negotiated amendment to the Agreement shall be executed by ARTIST and COUNTY's Chief Executive Officer or his designee.
- 7.3.3 For any change affecting ARTIST's project personnel, ARTIST shall submit written notification and request to effect the change to the County Contract Manager. The County Contract Manager or designee may accept or reject ARTIST's written notification and request.

### **7.4 ARTIST PERSONNEL**

ARTIST shall provide qualified personnel to perform work and provide "work products" (deliverables) as indicated in the Agreement. ARTIST will ensure that its staff possesses the required professional licenses and certificates, if any, required by the State of California.

### **7.5 COUNTY'S QUALITY ASSURANCE PLAN**

COUNTY or its agent will evaluate ARTIST's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing ARTIST's compliance with all Agreement terms and performance standards. ARTIST deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by COUNTY and ARTIST. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

### **7.6 COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT**

COUNTY retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions. ARTIST is not obligated to accept such renegotiation terms and, in the event ARTIST and COUNTY cannot agree to new terms, this Agreement may be terminated for the convenience of the COUNTY pursuant to Section 7.24 herein.

### **7.7 DELEGATION AND ASSIGNMENT**

ARTIST shall not delegate its duties nor assign its rights hereunder, either in whole or in part, without the prior written consent of COUNTY.



- 7.7.1 Any delegation of duties shall be in the form of a subcontract. ARTIST'S request to COUNTY for approval to enter into a subcontract shall include:
  - 7.7.1.1 A description of the services to be provided by a proposed subcontractor.
  - 7.7.1.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.
  - 7.7.1.3 The proposed subcontract amount, together with ARTIST's cost or price analysis thereof.
  - 7.7.1.4 A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by COUNTY before such modification or amendment is effective.
  - 7.7.1.5 Subcontracts shall be made in the name of ARTIST and shall not bind nor purport to bind COUNTY. The making of subcontracts hereunder shall not relieve ARTIST of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of the subcontractor. Approval of the provisions of any subcontract by COUNTY shall not be construed to constitute a determination of the allowableness of any cost under this Agreement. In no event shall approval of any subcontract by COUNTY be construed as affecting any increase in the Maximum Amount of this Agreement set forth herein. If ARTIST enters into one or more subcontracts for the performance of this Agreement, ARTIST shall provide to the County's Contract Manager a payment bond, from an admitted surety in a form substantially similar to Attachment D to this Agreement, in the aggregate amount of all subcontracts. Notwithstanding the preceding sentence, as an alternative to the payment bond, ARTIST may (1) submit with each invoice, or (2) submit prior to receipt of payment by the COUNTY an Unconditional Lien Release, in a form acceptable to the COUNTY, from each subcontractor for whom the ARTIST seeks reimbursement for services performed by the subcontractor during the invoice period.

**7.8 DISCLOSURE OF INFORMATION**

ARTIST shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing ARTIST's need to identify its services and related clients to sustain itself, COUNTY shall not prohibit ARTIST from publicizing its role under this Agreement within the following conditions:

- 7.8.1 ARTIST shall develop all publicity material in a professional manner.
- 7.8.2 During the course of performance of this Agreement, ARTIST, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without COUNTY's prior consent.
- 7.8.3 ARTIST shall not possess any interest, title, or right to any COUNTY case data or records. ARTIST is prohibited from disclosing any identified or unidentified raw COUNTY data to any other party, or from combining any

identified or unidentified raw COUNTY data with that of any other ARTIST client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of COUNTY.

## 7.9 INDEMNIFICATION

7.9.1 The Artist shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees). The Artist's indemnification obligation applies to the County Indemnitee's "active" as well as "passive" negligence but does not apply to the County Indemnitees "sole negligence" or "willful misconduct", arising from and/ or relating to this Agreement. This indemnity shall include any act on the part of the Artist, or any of its employees or agents, resulting in any infringement upon personal rights, such as libel, slander, invasion of privacy, and trademark or copyright violation, employees and agents from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, without limitation, claims for bodily injury, death, personal injury, or property damage, including damage to County's property, arising from or connected with Artist's operations or services hereunder (including any Workers' Compensation or FICA suits, liability, or expense) or which may be caused or alleged to be caused by any act, omission to act, on the part of the Artist or any of its employees or agents, resulting in any infringement upon personal rights, such as libel, slander, invasion of privacy, and trademark or copyright violation, or by any act or omission to act on the part of the Artist, its employees and agents as defined in this agreement, which results in a dangerous or defective condition on any County premises, or otherwise arising from or connected with the Services provided hereunder by or on behalf of the Artist by any person pursuant to this Agreement.

7.9.2 ARTIST shall hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, agents and Trustee and shall assume all risks and bear all cost for loss of, damage to, or missing or stolen equipment, tools, vehicles and materials owned, hired, leased or used by the ARTIST for this Agreement.

## 7.10 INDEPENDENT CONTRACTOR STATUS

7.10.1 The ARTIST shall perform all services hereunder as an independent contractor and is not and shall not be considered as an employee of the COUNTY. The Agreement is by and between the ARTIST and the COUNTY and is not intended, and shall not be construed, to create the relationship of employee, agent, partnership, joint venture, or association, between the COUNTY and the ARTIST.

7.10.2 The ARTIST understands and agrees that all persons furnishing services to the ARTIST pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of the ARTIST and not the COUNTY. The ARTIST shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of the ARTIST

pursuant to this Agreement.

7.10.3 ARTIST represents and warrants to COUNTY, and COUNTY relies on such representation and warranty, that ARTIST has the necessary skills, competency and expertise to fully and completely perform the specialized services called for under this Agreement. COUNTY and ARTIST understand and agree that ARTIST is responsible for the means and methods of performing these special services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by COUNTY pursuant to this Agreement.

7.11 **INSURANCE COVERAGE REQUIREMENTS**

Without limiting the ARTIST’s indemnification of the COUNTY, the ARTIST shall procure and maintain throughout the Term of the Agreement the following programs of insurance as specified, except as otherwise noted. Such insurance shall be provided by insurers acceptable to COUNTY, and shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY, and such coverage shall be provided and maintained at the ARTIST’S expense.

ARTIST shall provide a certificate of insurance or other evidence of coverage acceptable to COUNTY, which shall evidence that the specified types and limits of insurance are in effect. Failure by ARTIST to provide evidence of, or to maintain the required insurance, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Agreement.

7.11.1 **General Liability Insurance**

Such coverage shall be obtained prior to the commencement of the fabrication of the Artwork, and maintained until such time as ARTIST obtains COUNTY’S written acceptance of the Artwork. Such insurance also shall name COUNTY as an additional insured, and provide limits of not less than the following:

General Aggregate (select one/delete one)	\$1 million or 2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

Such coverage shall be written on an ISO Commercial General Liability form (CG 00 01) or its equivalent. Alternatively and at its sole option, the COUNTY also may accept liability coverage written on a Business Owners, a “Home Based” or similar “Micro” Business Policy form, or a Homeowners Insurance Policy form, providing such policy covers liability arising out of or in connection with the ARTIST’S business operations, including the ARTIST’S operations at locations other than the ARTIST’S residence premises.

include or delete sentence

Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least one (1) year from the date the Artwork is accepted by the COUNTY.

Insurance Coverage Provided by Contractor: ARTIST may satisfy all or any portion of the above general liability insurance requirements by providing evidence acceptable to COUNTY that the ARTIST is insured under a

policy(ies) maintained by another party, such as a prime or general contractor.

ARTIST may also satisfy this general liability insurance requirement by obtaining 'SPARTA' (Service Providers, Artisan and Tradesman Activities) coverage. The SPARTA Program is administered by the COUNTY's insurance broker, Municipality Insurance Services, Inc.

7.11.2 **Automobile Liability Insurance**

(select one – delete others)

The minimum amounts required by CA Insurance Code Section 16056.

or

Bodily injury liability each person	\$100,000
Bodily injury liability each accident	\$300,000
Property damage liability	\$100,000

or

Bodily injury liability each person	\$1 million
Bodily injury liability each accident	\$1 million
Property damage liability	\$1 million

Such insurance shall include coverage for any vehicle the ARTIST will use to perform the services listed herein; such auto liability insurance must cover liability arising out of the ARTIST's business use of the vehicle.

7.11.3 **Workers Compensation and Employers' Liability Insurance**

ARTIST shall be responsible for providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which ARTIST is responsible. If ARTIST's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which ARTIST is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each accident	\$1 million
Disease - policy limit	\$1 million
Disease - each employee	\$1 million

(select one – delete other)

7.11.4 **Property Insurance**

The ARTIST shall obtain property insurance for loss of materials paid for by the COUNTY for any loss which occurs prior to Acceptance by the COUNTY. The risk of loss or damage shall be borne by the ARTIST as provided in Section 7.12 herein below.

or

7.11.4 **Property Insurance**

Section not used.

7.11.5 **Performance Security Requirements**

Prior to initiation of this Agreement, the ARTIST agrees that the final

payment will be in the amount of \$\_\_\_\_\_ and will be held until County's written Acceptance of the Artwork in lieu of providing the COUNTY a surety bond, in a form substantially similar to Attachment E (to this Agreement), which guarantees performance of the contractual obligation to restore the Premises in the event of incomplete performance, and to repair defective work as required in Section 7.19 herein, in the amount of \$\_\_\_\_\_. The parties agree that the \$\_\_\_\_\_ amount shall be subject to reduction, and the difference may be paid to ARTIST before the COUNTY'S Acceptance, upon COUNTY'S determination, in the exercise of its sole discretion, that the work performed is not defective, and the reasonable cost of restoring the Premises as contemplated herein is less than the \$\_\_\_\_\_ withheld. Should the ARTIST choose to obtain a surety bond, the bond must be duly executed by a solvent surety company which is authorized by the State of California and satisfactory to the COUNTY. The bond shall be in an amount of not less than 100% of the contract price, and shall be signed by both the ARTIST and the Surety. This bond shall be maintained by the ARTIST in full force and effect during this Agreement and for a period of one year from the date of the COUNTY's Acceptance. If the amount set forth above is less than the amount the COUNTY will retain prior to Acceptance, then the COUNTY may waive the requirement for the surety bond.

Should the surety become insufficient, the ARTIST will renew said bond with good and sufficient surety within ten (10) days after receiving notice from the COUNTY that the surety is insufficient. Should the surety be deemed unsatisfactory at any time by the COUNTY, notice will be given to the ARTIST to that effect, and the ARTIST will forthwith substitute a new surety satisfactory to the COUNTY. No further payment shall be deemed due or will be made under this Agreement until bond and new surety is accepted by the COUNTY.

7.11.6 **Waiver of Subrogation**

The ARTIST agrees to release the COUNTY and waive its rights of recovery against the COUNTY under the insurance policies specified in this Agreement.

7.11.7 **Notification of Incidents, Claims or Suits**

ARTIST shall report to COUNTY:

7.11.7.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against ARTIST and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

7.11.7.2 Any third party claim or lawsuit filed against ARTIST arising from or related to services performed by ARTIST under this Agreement.

7.11.7.3 Any injury to an ARTIST employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Manager.

7.11.7.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities

entrusted to ARTIST under the terms of this Agreement.

7.11.8 **Insurance Coverage Requirements for Subcontractors** ARTIST shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

7.11.8.1 ARTIST providing evidence of ARTIST's insurance covering the activities of subcontractors, or

7.11.8.2 ARTIST providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## 7.12 RISK OF LOSS

Except as otherwise provided herein, all risk of destruction or damage to the Artwork or any part thereof from any cause whatsoever shall be borne by the ARTIST until written Acceptance of the Artwork by the COUNTY. The ARTIST shall, at ARTIST's sole expense, rebuild, repair, and/or restore any portion of the Artwork which has been damaged. ARTIST shall not be responsible for repairing any damage caused by jobsite contractors or subcontractors not under the ARTIST's contractual control or supervision.

## 7.13 LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

ARTIST shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

## 7.14 LIQUIDATED DAMAGES

If ARTIST fails to perform agreed services of this Agreement, or does not complete such services within the agreed specified time, the County Contract Manager may, in the exercise of the County Contract Manager's sole discretion, determine that the proper remedy is to reduce ARTIST's compensation by up to ten percent (10%) of the total contract amount. The parties agree that this amount is reasonable at the time of the making of this Agreement as a sum for liquidated damages. The parties have agreed on this amount for liquidated damages because, due to the nature of the services, it would be impracticable or extremely difficult to fix the actual damages. Liquidated damages are not an exclusive remedy under this Agreement, and the COUNTY retains its other remedies in law and equity.

## 7.15 MEETINGS

All meetings between COUNTY and ARTIST will be held at mutually agreed upon locations in Los Angeles County.

## 7.16 NOTICE OF DELAYS

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance

of this Agreement, that party shall, within five (5) working days, give written notice thereof, including all relevant information with respect thereto to the other party.

#### **7.17 NOTICES**

7.17.1 Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to COUNTY shall be addressed to:

County of Los Angeles  
ATTN: Civic Art Program  
Los Angeles County Arts Commission  
1055 Wilshire Blvd, Suite 800  
Los Angeles, CA 90017

The notices and envelopes containing same to ARTIST shall be addressed to:

Name and Address of Artist

ARTIST is responsible to notify COUNTY of changes of address. Adequate notification shall consist of delivery by mail to the last address provided by ARTIST to COUNTY as required herein.

7.17.2 In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to ARTIST.

7.17.3 COUNTY shall provide notices required under sections 7.20, 7.21, and 7.22 by registered mail, and/or by email notice, and/or by personal service.

#### **7.18 COUNTY ACCEPTANCE OF THE ARTWORK**

As a condition precedent to Acceptance, the ARTIST shall notify COUNTY's Project Manager in writing that the Artwork has been completely installed at the Premises ("Completion Notice"). The Completion Notice shall include final written instructions concerning maintenance requirements for the Artwork. Within thirty (30) days of COUNTY's receipt of the Completion Notice, COUNTY shall notify ARTIST in writing that the Artwork is Accepted as completed and installed as required by this Agreement ("Acceptance Notice"), or if the Artwork does not meet this Agreement's requirements, County shall notify ARTIST of the defects ("Defect Notice"). Such Defect Notice shall include clearly stated grounds with reference to objective criteria identifying deviations from original designs as approved.

#### **7.19 ARTIST'S REPRESENTATIONS AND WARRANTIES**

7.19.1 The ARTIST represents and warrants to the COUNTY that the fabrication and installation of the Artwork will be performed in a workmanlike manner

and that the Artwork will be free of defects in workmanship and materials, including inherent vice and portions deemed dangerous to the public, and that the ARTIST will, at the ARTIST'S own expense, remedy any defects due to faulty workmanship or materials, or to inherent vice, which appear within a period of one year from the date the Artwork is Accepted by the COUNTY. "Inherent vice" refers to a quality within the material or materials which comprise the Artwork which, either alone or in combination, results in the tendency of the Artwork to destroy itself. If the Artwork should deteriorate because of faulty workmanship or material or an inherent vice within one (1) year from the date the work is Accepted by the COUNTY, the ARTIST will promptly repair or replace the Artwork without any charge to the COUNTY. However, the COUNTY may, in its sole discretion and only to the extent it deems advisable, assist the ARTIST for out-of-pocket expenses related to the repair or replacement of the Artwork, including materials, contracted labor, travel costs and subcontractor charges; but in no event shall it pay any charge for ARTIST'S labor. Any and all repair or replacement completed by the ARTIST shall be consistent with professional conservation standards as determined solely by the COUNTY.

- 7.19.2 Warranties provided to the ARTIST by any subcontractor shall be for not less than one (1) year [or more if applicable] from the date the Artwork is Accepted by the COUNTY, and ARTIST shall require that all of its subcontractors shall allow the assignment of these warranties to the COUNTY.
- 7.19.3 The ARTIST represents and warrants to the COUNTY that the Artwork will not require maintenance substantially in excess of that described in the maintenance recommendations to be provided by the ARTIST pursuant to this Agreement.
- 7.19.4 The ARTIST represents to the COUNTY that the Artwork is solely the result of the artistic efforts of the ARTIST, and that it will be installed free and clear of any liens, claims or other encumbrances of any type from any source whatsoever.
- 7.19.5 The personal skill, judgment and creativity of the ARTIST is an essential element of this Agreement. Therefore, although the parties recognize that the ARTIST may employ qualified personnel to work under the ARTIST'S supervision, the ARTIST shall not assign, transfer or subcontract the creative and artistic portions of the Artwork to another party without prior written consent of the COUNTY.
- 7.19.6 The ARTIST represents and warrants to the COUNTY that the Artwork is unique and an edition of one and does not infringe upon any copyright of any person or entity, and that the ARTIST will not execute or authorize another to execute another work of art of the same theme and/or design, dimensions, and/or materials as the Artwork commissioned pursuant to this Agreement. This warranty shall continue in effect for a period of the life of the ARTIST.
- 7.19.7 The ARTIST agrees to cooperate in making or permitting adjustments to the Artwork if necessary to eliminate any potential safety hazards, as determined by the County in its sole discretion, which become apparent within one (1) year of the date the Artwork is Accepted by the COUNTY.



- 7.19.8 The ARTIST and the COUNTY hereby agree that the anticipated lifespan of the Artwork shall be 25 years, as identified in the Design Agreement.
- 7.19.9 The terms of this Section 7.19 shall survive the expiration or termination of this Agreement.

## 7.20 INTELLECTUAL PROPERTY RIGHTS

- 7.20.1 Except as otherwise expressly provided by this Agreement, the ARTIST shall retain all rights to the Artwork pursuant to the Copyright Act of 1976 (17 U.S.C. 101 et seq. as amended, and any successor act), except that as to COUNTY, its agents and contractors, the ARTIST hereby waives any rights under the Visual Artists Rights Act ("VARA") as codified in 17 U.S.C. sections 106, 106A(a), 113, and the California Art Preservation Act ("CAPA"), as codified in Cal. Civ. Code § 987, *in favor of the express contractual provisions elucidated herein under Section 7.21 entitled "Moral Rights"*. ARTIST also waives any other rights under the Copyright Act of 1976 which are expressly waived and/or granted to the County in this Agreement. Except as otherwise expressly provided by this Agreement, all other rights in and to the Artwork concerning any continuing interest the ARTIST may have in the maintenance or modification of the Artwork, are expressly waived by the ARTIST and, insofar as such rights are transferable, are assigned to the COUNTY.
- 7.20.1.1 The ARTIST shall, at ARTIST's sole expense, cause to be registered with the United States Register of Copyrights a copyright of the Artwork in the ARTIST's name, and shall provide the COUNTY with a copy of the application for registration, the registration number and the effective date of the registration, and agrees to enforce and defend any attempt(s) to infringe upon ARTIST's copyright. ARTIST expressly assigns to the COUNTY ARTIST's right to enforce and defend the copyright in the event ARTIST does not act within a reasonable time after written notice from the County to do so. In the event either ARTIST or COUNTY does not elect to participate in any action related to the WORK the non-participating party may be entitled to its equitable share of any recovery, based upon its level of participation or cooperation.
- 7.20.2 ARTIST and COUNTY acknowledge that ownership and possession of the physical Artwork shall be transferred to COUNTY. ARTIST retains ownership of the copyright in the Artwork.
- 7.20.3 ARTIST hereby grants to the COUNTY an irrevocable and exclusive worldwide license to reproduce, distribute, and/or display two-dimensional reproductions of the Artwork for any non-commercial purpose including, without limitation, advertising, brochures, postcards, media publicity, and catalogues or similar publications. All such reproductions shall bear a copyright notice in ARTIST's name. ARTIST hereby grants to the COUNTY the right to reproduce and retain copies of the design plans and drawings produced and used by the ARTIST in the design and installation of the Artwork for the purposes of (1) fulfilling its responsibilities as owner of the Artwork and (2) public exhibition related to the display of the Artwork.

If the COUNTY wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to tee shirts, posters or other

reproductions for sale, the Parties shall execute a separate agreement to address the terms of the license granted by the ARTIST and the royalty the ARTIST shall receive.

7.20.4 Because the Artwork will be unique, ARTIST waives the right to make or to authorize others to make two or three-dimensional reproductions of the Artwork, or to make derivative works based on the copyrighted Artwork, except with prior written permission by the COUNTY. COUNTY shall not unreasonably withhold permission for such commercial reproductions.

(select one paragraph – delete the other)

7.20.5 Should the COUNTY grant the right to reproduce or to make derivative works of the Artwork to the ARTIST, COUNTY shall be entitled to \_\_\_ percent (\_\_\_%) of the net proceeds that ARTIST or others may receive for such reproduction.

or

7.20.5 Section not used.

7.20.6 ARTIST agrees that in any public showing under ARTIST's control of reproductions and/or derivative works of the Artwork, ARTIST shall provide public written acknowledgement that the COUNTY is the owner of the Artwork.

7.20.7 The COUNTY agrees that unless the ARTIST requests otherwise in writing, the County shall give ARTIST public, written authorship credit for the Artwork or any authorized reproduction thereof.

7.20.8 The terms of this Section 7.20 shall survive the expiration or termination of this Agreement.

## 7.21 MORAL RIGHTS

7.21.1 The COUNTY and ARTIST recognize the importance of ARTIST's moral rights of attribution and integrity, as identified in the Visual Artists Rights Act ("VARA") as codified in 17 U.S.C. sections 106, 106A(a), 113, and the California Art Preservation Act ("CAPA"), as codified in Cal. Civ. Code § 987. ARTIST and COUNTY hereby agree to advance those statutory goals by private contract as provided for herein.

7.21.2 ARTIST shall have the following moral rights:

7.21.2.1 ARTIST shall have the right to claim authorship of the Artwork.

7.21.2.2 ARTIST shall have the right to prevent the use of his or her name as the author of the work of visual art in the event of any physical defacement, mutilation, alteration, or destruction of the Artwork.

7.21.2.3 ARTIST shall have the right, subject to the notice provisions of section 7.21.3.4 below, to prevent any intentional defacement, mutilation, alteration or destruction of the

Artwork.

7.21.3 **Procedure for Protecting Moral Rights**

- 7.21.3.1 COUNTY and its agents shall not intentionally commit, or authorize the intentional commission of, any physical defacement, mutilation, alteration, or destruction of the Artwork during the anticipated lifespan of the Artwork except as provided herein.
- 7.21.3.2 To effectuate the rights in 7.21.3.1, ARTIST's remedy is limited to an action seeking injunctive relief.
- 7.21.3.3 The rights and duties of this subsection 7.21.3: (i) Shall, with respect to the ARTIST be limited to the life of the ARTIST, or limited to the anticipated life of the Artwork as defined in this Agreement, whichever is less.1(ii) Shall exist in addition to any other rights and duties which may now or in the future be applicable; and (iii) Except as provided in this paragraph, may not be waived except by an instrument in writing expressly so providing which is signed by the ARTIST.
- 7.21.3.4 If COUNTY wishes to commit any of the acts in section 7.21.3.1, above, or remove the Artwork or sell, lease or otherwise surrender possession of the building to anyone who will not agree to the terms of this subsection, the rights and duties created under this section shall apply unless COUNTY has notified ARTIST in writing a minimum of thirty (30) days, or as long as ninety (90) or more days in the sole discretion of the County in advance of COUNTY's action that may affect the Artwork in violation of this section. If the Artwork is removed at the expense of ARTIST, or his or her heir, beneficiary, devisee, or personal representative, title to the Artwork shall pass to that person.
- 7.21.3.5 Nothing in this subdivision shall affect any rights of Authorship.
- 7.21.3.6 No action may be maintained to enforce any liability under this section unless brought within three years of the act complained of or one year after discovery of the act, whichever is longer.
- 7.21.3.7 If any provision of this section or the application thereof to any person or circumstance is held invalid for any reason, the invalidity shall not affect any other provisions or applications of this section which can be effected without the invalid provision or application, and to this end the provisions of this section are severable.

7.22 **COUNTY'S RESPONSIBILITY AFTER ACCEPTANCE**

- 7.22.1 The COUNTY recognizes that the maintenance of the Artwork is essential to the integrity of the Artwork and agrees that it will take reasonable efforts to

see that it is properly maintained, taking into account the written maintenance guidelines of the ARTIST delivered with the Completion Notice. The COUNTY reserves the right to make minor or emergency repairs without consultation with the ARTIST provided the work is performed in accordance with recognized principles of conservation. In the event the COUNTY desires to make repairs to or to restore the Artwork during the ARTIST's lifetime and such work does not comply with the ARTIST's written maintenance guidelines, the County shall make a good faith effort to notify the ARTIST in writing at least thirty (30) days in advance to request that ARTIST advise County about the proposed repair or restoration, and ARTIST shall have a right to reasonable compensation with respect to such advice and/or services provided.

- 7.22.2 While it is the intent of the COUNTY to permanently retain and publicly display the Artwork, circumstances may arise that would make it prudent for the COUNTY to remove the Artwork from public display. ARTIST hereby acknowledges that the Artwork, when installed, will be incorporated within and made a part of the Premises in such a way that removing the Artwork from the Premises may cause destruction, distortion, mutilation or other modification of the Artwork. ARTIST agrees that the COUNTY shall have the absolute right incidental to its ownership of the Premises and the Artwork to remove, relocate, replace, transport, or store in whole or in part (such actions being referred to herein as "Removal"), or to alter, change, modify, or destroy (such actions being referred to herein as "Alterations"), the Artwork at such times as the COUNTY shall deem necessary in order to exercise its powers and responsibilities with regard to the Premises. The County shall make a good faith effort to notify the ARTIST in writing at least thirty (30) days in advance of such Removal or Alteration to discuss methods of removal, transportation and conservation, and ARTIST shall have a right to reasonable compensation with respect to advice and/or services provided in support of such Removal or Alteration.
- 7.22.3 In the event the COUNTY determines that the Artwork presents an imminent hazard to the public, the COUNTY may remove the Artwork without prior consultation with the ARTIST. The COUNTY shall make a good faith effort to notify the ARTIST within thirty (30) days of such removal to discuss options for the final disposition, reinstallation, maintenance or deaccession of the Artwork.
- 7.22.4 In the event the COUNTY decides to deaccession the Artwork, the ARTIST shall have the first right of refusal to purchase the Artwork, providing it is not integrated into a larger piece or a structure, and/or can be removed without destruction of the artwork. The COUNTY shall follow the procedures for deaccession identified in Attachment G.
- 7.22.5 Nothing herein, including the COUNTY's obligation to consult with the ARTIST, is intended to diminish ARTIST's waiver in Section 7.20 and 7.21 herein of ARTIST's statutory rights to preserve the Artwork. However, ARTIST retains any and all rights to disclaim authorship of the Artwork.
- 7.22.6 Nothing within this Section 7.22 shall give the ARTIST any cause of action against the COUNTY for money damages in the event of any breach of this Section by the COUNTY.
- 7.22.7 In fulfilling its obligations under Sections 7.20, 7.21 and 7.22, the COUNTY

may rely exclusively upon the address provided by the ARTIST pursuant to Section 7.17, as updated by written notice from the ARTIST.

## **7.23 RECORDS RETENTION AND INSPECTION**

- 7.23.1 Upon receipt of a written request, ARTIST shall, at no cost to COUNTY, make available to COUNTY and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement. Failure on the part of ARTIST to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. Such material, including books, records, documents, case files and all pertinent costs, accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after the term of this Agreement, or until such time as all audits are completed, whichever is later. COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.
- 7.23.2 Upon expiration or termination of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to ARTIST's operations under this Agreement shall be returned to COUNTY or to such other location in COUNTY as the County Contract Manager may direct. It is understood that all of the materials described above are the property of COUNTY and not of ARTIST.
- 7.23.3 In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by ARTIST or otherwise, ARTIST shall file a copy of each such audit report with the County Contract Manager within thirty (30) days after ARTIST's receipt thereof.

## **7.24 TERMINATION FOR CONVENIENCE OF THE COUNTY**

- 7.24.1 Performance of services under this Agreement may be terminated by COUNTY in whole or in part when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to ARTIST of a ten (10) calendar day prior written Notice of Termination specifying the extent to which the performance of work is terminated and the date upon which such termination becomes effective.
- 7.24.2 If, during the term of this Agreement, COUNTY funds appropriated for the purpose of this Agreement are reduced or eliminated, COUNTY may immediately terminate this Agreement upon written notice to ARTIST.
- 7.24.3 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, ARTIST shall:
  - 7.24.3.1 Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
  - 7.24.3.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

- 7.24.4 After receipt of the Notice of Termination, ARTIST shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of ARTIST to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to ARTIST in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay ARTIST the amount so determined.
- 7.24.5 In the event it is determined by COUNTY that ARTIST has been overcompensated, COUNTY shall notify ARTIST of the overcompensation, and ARTIST must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due COUNTY.
- 7.24.6 COUNTY and ARTIST shall negotiate an equitable amount to be paid to ARTIST by reason of the total or partial termination of work pursuant to this paragraph. Said amount shall include a proportional payment for satisfactory work performed and reasonable expenses incurred up to the effective date of termination, and may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 7.24.7 Upon termination of this Agreement, ARTIST shall deliver to COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement. Upon such termination COUNTY use of ARTIST's copyrighted designs shall be subject to further agreement between the parties.
- 7.24.8 Upon termination of this Agreement, ARTIST shall comply with the provisions of Section 7.22, Records Retention and Inspection, herein above.

**7.25 TERMINATION FOR DEFAULT OF ARTIST**

- 7.25.1 COUNTY may, subject to the provisions outlined below, by written notice of default to ARTIST, terminate the whole or any part of this Agreement in any one of the following circumstances:
- 7.25.1.1 If ARTIST fails to perform the service within the time specified or, with prior COUNTY approval, any extension thereof;
- 7.25.1.2 If ARTIST fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of five (5) calendar days (or such longer period as COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.
- 7.25.2 In the event COUNTY terminates this Agreement in whole or in part as

provided in this Section 7.24, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services to restore the Premises to the condition which existed prior to the commencement of services hereunder. ARTIST shall be liable to COUNTY for the cost of such services.

7.25.3 If, after giving Notice of Termination of this Agreement under the provisions of this Section 7.24, it is determined for any reason that ARTIST was not in default under the provisions of this paragraph or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Section 7.23, Termination for Convenience of the County, herein above.

7.25.4 Upon termination of this agreement, ARTIST shall adhere to the termination provisions of Sections 7.23.7 and 7.23.8, Termination for Convenience of the County, herein above.

**7.26 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

7.26.1 COUNTY's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current fiscal year. Such termination shall be considered a termination for convenience of the COUNTY.

7.26.2 COUNTY shall make a good faith effort to notify ARTIST, in writing, of such non-appropriation at the earliest time.

**7.27 VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

**7.28 WAIVER**

No waiver of a breach of any provision of this Agreement by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.

**7.29 FORUM SELECTION**

All disputes arising out of this Agreement which cannot be resolved by good faith negotiation between the parties in a reasonable time period shall be submitted to mediation in Los Angeles in accordance with the rules of Arts Arbitration and Mediation Services, a program of California Lawyers for the Arts. If mediation is not successful in resolving the entire dispute, any outstanding issues shall be submitted to final and binding arbitration in Los Angeles County in accordance with the rules of that program. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof. The prevailing party in any arbitration shall be entitled to reasonable attorney's fees and costs,

including those of the arbitrator, incurred in the enforcement of this Agreement.

### 7.30 **DEATH OR INCAPACITY OF ARTIST**

If the ARTIST becomes unable to complete the Artwork due to death or incapacity, such death or incapacity will not be treated by the COUNTY as a default on the part of the ARTIST, except that the COUNTY is not obligated to accept the Artwork.

In the event of incapacity of the ARTIST before completion of the Artwork, it is the intent of the parties that the COUNTY and the ARTIST and/or the authorized representatives of the ARTIST will consult to determine if the Artwork can be completed by a third party or parties to the satisfaction of the COUNTY and the ARTIST. In the event of incapacity of the ARTIST, the COUNTY may elect to terminate this Agreement or may elect to have the Artwork completed by a third party or parties. Should the Artwork be completed by a third party or parties, the ARTIST will retain rights under Section 7.20 herein above.

In the event of death of the ARTIST, this Agreement shall terminate effective the date of death. At the COUNTY's request, the ARTIST's executor shall deliver to the COUNTY the Artwork in whatever form or degree of completion it may be in at the time. The title to the Artwork shall then transfer to the COUNTY however the ARTIST's heirs shall retain all rights under Section 7.20 herein above. Should the Artwork be incomplete, the COUNTY and the ARTIST's heirs will consult to determine whether the Artwork can be completed by a third party or parties, and how to properly credit the Artwork.

## 8.0 **STANDARD CONTRACT TERMS**

### 8.1 **ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

ARTIST hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical handicap, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

### 8.2 **CONFLICT OF INTEREST**

8.2.1 ARTIST represents and warrants that no County employee whose position in COUNTY enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by ARTIST herein or does or shall have any direct or indirect financial interest in this Agreement.

8.2.2 ARTIST represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County Code, section 2.180.010, "Certain Contracts Prohibited,"* and that execution of the Agreement will not violate those provisions. ARTIST must sign and adhere to the *"Invitation for Bids/Request for Proposals Grounds for Rejection,"* Attachment C, hereunder.

### 8.3 **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF**

Should ARTIST require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, ARTIST shall give first consideration for such employment openings to qualified permanent COUNTY



employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this Agreement.

**8.4 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

Should ARTIST require additional or replacement personnel after the effective date of this Agreement, ARTIST shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet ARTIST's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to ARTIST.

**8.5 ARTIST'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

ARTIST acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. ARTIST understands that it is COUNTY's policy to encourage all ARTISTS to voluntarily post COUNTY's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at ARTIST's place of business. COUNTY's District Attorney will supply ARTIST with the poster to be used.

**8.6 ARTIST'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

ARTIST acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting ARTIST's duty under this Agreement to comply with all applicable provisions of law, ARTIST warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

**8.7 ARTIST RESPONSIBILITY AND DEBARMENT**

8.7.1 A responsible ARTIST is an ARTIST who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible ARTISTS.

8.7.2 ARTIST is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of ARTIST on this or other Agreements which indicates that ARTIST is not responsible, COUNTY may, in addition to other remedies provided in the Agreement, debar ARTIST from bidding on County contracts for a specified period of time not to

exceed three years, and terminate any or all existing contracts ARTIST may have with COUNTY.

- 8.7.3 COUNTY may debar an ARTIST if the Board of Supervisors finds, in its discretion, that ARTIST has done any of the following: (1) violated any term of a contract with COUNTY, (2) committed any act or omission which negatively reflects on ARTIST's quality, fitness or capacity to perform a contract with COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.
- 8.7.4 If there is evidence that ARTIST may be subject to debarment, the Department will notify ARTIST in writing of the evidence which is the basis for the proposed debarment and will advise ARTIST of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.7.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. ARTIST and/or ARTIST's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether ARTIST should be debarred, and, if so, the appropriate length of time of the debarment. If ARTIST fails to avail him/herself of the opportunity to submit evidence to the Contractor Hearing Board, ARTIST may be deemed to have waived all rights of appeal.
- 8.7.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.7.7 These terms shall also apply to subcontractors of ARTIST.

## 8.8 COUNTY LOBBYISTS

Each COUNTY lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by ARTIST, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any COUNTY lobbyist retained by ARTIST to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement. ARTIST shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. ARTIST warrants that it is not now aware of any facts which do or could create a conflict of interest. If ARTIST hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

## 8.9 JURY SERVICE PROGRAM COMPLIANCE

- 8.9.1 This Agreement is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.9.2 Written Employee Jury Service Policy.

- 8.9.2.1 Unless ARTIST has demonstrated to the County's satisfaction either that ARTIST is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that ARTIST qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), ARTIST shall have and adhere to a written policy that provides that its Employees shall receive from the ARTIST, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the ARTIST or that the ARTIST deduct from the Employee's regular pay the fees received for jury service.
- 8.9.2.2 For purposes of this Section, "Contractor" or ARTIST means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor or ARTIST and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of ARTIST. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) ARTIST has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If ARTIST uses any subcontractor to perform services for the COUNTY under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- 8.9.2.3 If ARTIST is not required to comply with the Jury Service Program when the Agreement commences, ARTIST shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and ARTIST shall immediately notify COUNTY if ARTIST at any time either comes within the Jury Service Program's definition of "Contractor" or if ARTIST no longer qualifies for an exception to the Program. In either event, ARTIST shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Agreement and at its sole discretion, that ARTIST demonstrate to the COUNTY's satisfaction that ARTIST either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that ARTIST continues to qualify for an exception to the Program.
- 8.9.2.4 ARTIST's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar ARTIST from the award of future COUNTY

contracts for a period of time consistent with the seriousness of the breach.

**8.10 NON-DISCRIMINATION IN EMPLOYMENT**

- 8.10.1 ARTIST certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.10.2 ARTIST shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental disability, marital status, or political affiliation. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 8.10.3 ARTIST shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
- 8.10.4 ARTIST shall allow COUNTY's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 8.10.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may cancel, terminate, or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that ARTIST has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that ARTIST has violated the anti-discrimination provisions of this Agreement.

**8.11 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

ARTIST shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**8.12 RECYCLED BOND PAPER**

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, ARTIST agrees to use recycled-content paper to the maximum extent possible on this Agreement.

**8.13 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**

## **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of ARTIST to maintain compliance with the requirements set forth in Section 8.6: "ARTIST'S Warranty of Adherence to COUNTY'S Child Support Compliance Program" shall constitute a default by ARTIST under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to Section 7.25 "Termination for Default."

### **8.14 TERMINATION FOR IMPROPER CONSIDERATION**

8.14.1 COUNTY may, by written notice to ARTIST, immediately terminate the right of ARTIST to proceed under this Agreement if it is found that consideration, in any form, was offered or given by ARTIST, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to ARTIST's performance pursuant to this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against ARTIST as it could pursue in the event of default by ARTIST.

8.14.2 ARTIST shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.14.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

### **8.15 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The ARTIST shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

The ARTIST acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The ARTIST understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the ARTIST's place of business. The COUNTY's Department of Children and Family Services will supply the ARTIST with the poster to be used.

### **8.16 COVENANT AGAINST FEES**

ARTIST warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the ARTIST for the purpose of securing business. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage or contingent fee.

**8.17 COMPLIANCE WITH LAWS**

ARTIST agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

ARTIST shall indemnify, defend and hold harmless COUNTY from any loss, damage or liability resulting from a violation on the part of ARTIST of such laws, rules, regulations and ordinances.

**8.18 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.18.1 ARTIST warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. ARTIST represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. ARTIST shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

8.18.2 ARTIST shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or ARTIST by reason of ARTIST's failure to comply with the foregoing.

**8.19 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT**

ARTIST shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by ARTIST after the expiration or other termination of this Agreement. Should ARTIST receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to the COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from ARTIST. This provision shall survive the expiration or other termination of this Agreement.

**8.20 ARTIST'S WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The ARTIST acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the ARTIST qualifies for an exemption or exclusion, the ARTIST warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**8.21 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of the ARTIST to maintain compliance with the requirements set forth in Paragraph 709 shall constitute default under this contract. Without limiting the rights and remedies available to the County under any other provision of this contract, failure of the ARTIST to cure such default within 10 days of notice shall be grounds upon which the County may terminate this contract and/or pursue debarment of the ARTIST, pursuant to County Code Chapter 2.206.

IN WITNESS THEREOF, COUNTY has caused this Agreement to be executed by Laura Zucker, Executive Director, Los Angeles County Arts Commission. ARTIST has caused this Agreement to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_ Date: \_\_\_\_\_  
LAURA ZUCKER  
Executive Director, Arts Commission

APPROVED AS TO FORM:

JOHN F. KRATTLI  
COUNTY COUNSEL

By: \_\_\_\_\_  
HELEN S. PARKER  
Principal Deputy County Counsel

ARTIST

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(name of artist)

## ATTACHMENT A

### SCOPE OF WORK, SCHEDULE, COSTS AND FEES FOR FABRICATION AND INSTALLATION

#### ARTIST Overall Responsibilities:

1. ARTIST shall perform all services and furnish all supplies, materials and equipment as necessary for the fabrication and installation of the Artwork, including but not limited to: [shop and as-built drawings, engineering calculations, permits, technical inspections, taxes, insurance, materials, labor, tools, equipment, subcontractors, transportation and shipping], and all other items incidental to producing a complete and acceptable Artwork.
2. ARTIST will present to the Project Coordination Committee, written requests for any significant changes to the scope, design, color, size, material or texture of the artwork not substantially conforming with approved Artwork design. A significant change is one that affects design, installation, scheduling, site preparation or maintenance of Artwork, or concept of artwork, as represented in approved designs.
3. ARTIST is responsible to store finished Artwork at ARTIST's own expense until the COUNTY, through its General Contractor, is ready for the Artwork to be installed. Installation shall not be unreasonably delayed by the COUNTY, so that ARTIST will not be required to store the Artwork for an unreasonable period.
4. [delete 3. if COUNTY Responsibility] The ARTIST will be responsible for installation of the Artwork as indicated in the construction drawings and specifications.
5. ARTIST will review and provide comments on draft text and images of the Artwork and/or the project for the County Arts Commission's web site and any print materials, such as postcards or brochures.
6. ARTIST will make every effort to attend dedication events for the Artwork and/or the project.
7. ARTIST, working through the Arts Commission's Director of Communications, will be available to respond to inquiries from the media regarding the Artwork, especially in association with the dedication event.

#### COUNTY Overall Responsibilities:

1. COUNTY will set and coordinate meetings between the ARTIST and the General Contractor, other members of the design and construction team, Public Works, tenant departments, and community groups, as needed to complete this scope of work.
2. COUNTY will review the designs, drawings, specifications, and if necessary engineering calculations, submitted by the ARTIST to ensure conformance with applicable codes, regulations and other requirements. COUNTY retains the right, but not the obligation, to conduct any such review, which is intended for the sole purpose of protecting the COUNTY's interests, only. ARTIST acknowledges that COUNTY's review does not confirm or warrant that conditions are safe or that ARTIST's work complies with regulatory requirements.
3. The COUNTY, through its General Contractor will be responsible for installation of the Artwork as indicated in the construction drawings and specifications.
4. COUNTY, through its General Contractor, will ensure that the premises are prepared for the



timely delivery and installation of Artwork.

5. Whenever possible, Artwork shall be delivered to the premises and immediately installed. Should Artwork need to be stored on the premises the COUNTY, through its General Contractor, will be responsible to ensure the Artwork is protected from theft or damage.
6. COUNTY shall inform the ARTIST of changes to the schedule, especially those changes which impact delivery of Artwork.
7. COUNTY will provide and install, at its own expense, a plaque near the Artwork containing the ARTIST's name, and the Artwork title and date.
8. COUNTY shall provide for the ARTIST's review, draft text and images on the Artwork and project for the County Arts Commission's web site, and print materials, such as post-cards or brochures.
9. COUNTY will make every effort to inform the ARTIST of dedication events for the Artwork and/or the project.
10. The Arts Commission's Director of Communications will coordinate inquiries from the media regarding the Artwork, especially in association with the dedication event.

ARTIST Specific Tasks:

Phase: Fabrication and Installation

Task:

1. ARTIST shall oversee the fabrication and installation of the approved Artwork, described in "Statement of Work/Deliverable" Section 6.0 in above Agreement and in Attachment F, according to the payment milestones listed below.
2. Prior to issuance of the Notice to Proceed, ARTIST will consult with the Civic Art Project Manager to clarify how each milestone will be defined, for example, what 50% of fabrication would represent.
3. Artist shall work with the Civic Art Project Manager to arrange progress inspections of the artwork fabrication and installation.
4. ARTIST shall notify the Arts Commission of any issues with the larger project that are negatively impacting their ability to provide the services under this Scope of Work prior to making any adjustments to their tasks or deliverables.
5. COUNTY reserves the right to inspect the work in progress at any time, and will give the artist reasonable notice to schedule inspections.
6. ARTIST shall work with the Civic Art Project Manager to arrange two progress inspections of the artwork fabrication and installation, at approximately 20% and 40%.
7. ARTIST shall store the Artwork until such time as it is transported to the Premises.
8. ARTIST shall properly prepare the Artwork for shipment and transport it to the Premises.

9. ARTIST shall coordinate and conduct with the Civic Art Project Manager a final walk through of completed art.
10. ARTIST will promptly inform the Civic Art Project Manager of any delays in the schedule
11. If ARTIST changes any subcontractors identified during the design phase, ARTIST shall notify the COUNTY and provide a copy of the agreement between the ARTIST and the subcontractor.

Meetings:

1. Artist shall attend up to two follow up meeting(s) and/or participate in conference calls with the architect, general contractor, sub-contractors and other stakeholders as directed by the Civic Art Project Manager, to coordinate the fabrication and installation of the artwork.

Deliverables:

1. ARTIST shall oversee the fabrication and installation of the approved Artwork, described in "Statement of Work/Deliverable" Section 6.0 in above Agreement and in Attachment F, according to the payment milestones listed below.
2. ARTIST shall provide technical advice and guidance to the General Contractor to insure proper handling and installation of the Artwork.  
OR  
[delete 3. of COUTY Responsibility] ARTIST shall install the Artwork at the Premises as follows: [define location and type of installation, number of days on site, interface with GC as described in specs].
3. ARTIST shall submit a maintenance manual including technical information and samples on materials and products used in the fabrication and installation of the Artwork, so that a full and complete record of the Artwork can be maintained by the COUNTY to be reviewed and approved by the County's Civic Art Collection Manager.
4. ARTIST will complete and submit to the COUNTY all other close-out documents including an artist biography, a summary statement about the Artwork and a copy of the Copyright Registration application.
5. ARTIST shall provide to the COUNTY a limited number of digital images documenting the completed Artwork, showing both the Artwork details as well as Artwork in its overall context and setting, with the minimum photography delivered to the COUNTY as:
  - a. Editorial photos, in a limited number of images, telling the story of the art, including but not limited to: context, materials, details;
  - b. "Scale photo", defined as showing the art with a person or people in it to give a sense of scale and the art functioning as intended;
  - c. "Beauty shot," defined as not a straight documentary photograph, but an image designed purely to be either artistic or flattering and often for marketing/outreach purposes that showcases the artwork at a glance.

Schedule and Milestones:

1. ARTIST will complete the scope of work by the following Milestones:
  - (a.) Upon execution                      Issuance by County of Notice to Proceed

	of contract	
(b.)	Date	Completion of 50% of fabrication
(c.)	Date	Completion of 100% of fabrication and preparation for transport
(d.)	Date	Transportation of Artwork to the Premises
(e.)	Date	Installation of Artwork
(f.)	Date	Final acceptance of Artwork

2. COUNTY will make every effort to promptly notify the ARTIST of changes in the schedule.

Payments to ARTIST:

As defined in the Agreement the ARTIST shall be paid a fee not to exceed the amount of \$494,520 as specified in Section 5.0 therein.

All expenses incurred by the ARTIST are included in this fee and request for payment shall be made on a milestone basis, accompanied by a progress report and invoice similar to Attachment B, "Sample Invoice."

Payments to ARTIST:

As defined in the Agreement the ARTIST shall be paid a fee not to exceed the amount of \$(amount of contract) as specified in Section 5.0 therein.

All expenses incurred by the ARTIST are included in this fee and request for payment shall be made on a milestone basis, accompanied by a progress report and invoice similar to Attachment B, "Sample Invoice."

1. \_\_\_\_\_ percent (\$\_\_\_\_\_) upon issuance of Notice to Proceed;
2. \_\_\_\_\_ percent (\$\_\_\_\_\_) upon completion of 50% of fabrication;
3. \_\_\_\_\_ percent (\$\_\_\_\_\_) upon completion of 100% of fabrication;
4. \_\_\_\_\_ percent (\$\_\_\_\_\_) upon delivery of Artwork to Premises and completion of installation.
5. \_\_\_\_\_ percent (\$\_\_\_\_\_) upon final acceptance of Artwork, and completion of all close-out documents.

Payment shall be made within thirty (30) consecutive calendar days of receipt and approval of the payment request.

The ARTIST shall be responsible for all Federal and State income taxes associated with this Agreement, as well as any sales, use or privilege tax which might be assessed.

**ATTACHMENT B**  
**SAMPLE INVOICE**

**INVOICE #1**

DATE: January \_\_, 2010

TO: Jane Doe, Project Manager  
Civic Art Program  
Los Angeles County Arts Commission  
1055 Wilshire Blvd., Suite 800  
Los Angeles, CA 90017

FROM: Bob Brown, Artist  
Address  
City, State Zip  
Phone  
Email  
Vendor No.

RE: XYZ Library Project

VENDOR#: County-issued eight-digit number

Payment Milestone 1. \$10,000 Due Upon Issuance of Notice to Proceed

**TOTAL DUE**        \$\_\_\_\_\_

**ATTACHMENT C**

**INVITATION FOR BID/REQUEST FOR PROPOSAL  
GROUNDS FOR REJECTION**

*Los Angeles County Code* Chapter 2.180.010, *Certain Contracts Prohibited*, sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the ARTIST, or (2) participated in any way in developing the Contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

ARTIST hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within the scope of *Code Section 2.180.010* as outlined above.

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D**

**SAMPLE PAYMENT BOND  
FOR LABOR AND MATERIALS**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ARTIST, a \_\_\_\_\_ (corporation, partnership, individual), as principal, and \_\_\_\_\_ as surety, are held firmly bound unto the COUNTY OF LOS ANGELES, State of California, hereinafter referred to as the COUNTY, in the sum of \_\_\_DOLLARS (\$) [aggregate sum of all subcontracts] lawful money of the United States, for the payment of which sum, well and truly made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the COUNTY for Artist Services in Connection with \_\_\_\_\_ which is hereto attached, made a part hereof, and to which reference is hereby made for all particulars, and is required by said COUNTY to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said principal, as ARTIST in said contract, or principal's subcontractor, fails to pay any of the persons referred to in Section 3181 of the Civil Code of the State of California for labor performed, skills or other necessary services bestowed, site improvement made, equipment leased, or appliances, equipment, implements, machinery, materials, power, provender, provisions, teams, or trucks furnished or used in, upon, or about the performance of this work contracted to be done, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, said surety shall pay for the same in an amount not exceeding the sum specified above, and if suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond is executed pursuant to Chapter 7 of Division 3, Part 4, Title 15 of the Civil Code of the State of California, and shall inure to the benefit of any of the persons referred to in said Civil Code Section 3181, as it now exists or may hereafter be amended, so as to give a right of action to such persons or their assigns in any suit brought upon this bond. No premature payment by said COUNTY to said principal shall exonerate any surety unless the Board of Supervisors of said COUNTY shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed, that any alterations in the work to be done, or increase or decrease of the materials to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the principal or surety hereunder, nor shall any extensions of time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of this contract is hereby waived by the surety.

**ATTACHMENT E**

**SAMPLE BOND FOR FAITHFUL PERFORMANCE  
OF CONTRACT OBLIGATIONS TO RESTORE THE PREMISES  
AND/OR REPAIR THE ARTWORK UPON REQUEST OF THE COUNTY**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ARTIST, a \_\_\_\_\_ (corporation, partnership, individual), as principal, and \_\_\_\_\_, as surety, are held and firmly bound unto the COUNTY OF LOS ANGELES, State of California, in the sum of \_\_\_\_\_, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal has been awarded and is about to enter into the annexed contract with the County of Los Angeles, State of California, for Artist Services in Connection with \_\_\_\_\_ and said principal is required by said COUNTY to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if the said principal shall well and truly do and perform all of the covenants and obligations of said contract related to restoration of the Premises and/or repair of the Artwork upon request by the COUNTY performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said COUNTY to said principal shall exonerate any surety unless the Board of Supervisors of said COUNTY shall have actual notice that such payment is premature at the time it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment. The surety hereby waives notice of any change, including changes of time, to said contract or related subcontracts, purchase orders and other obligations.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20

ARTIST  
By \_\_\_\_\_

Approved as to form:  
JOHN F. KRATTLI  
COUNTY COUNSEL

\_\_\_\_\_

Title

\_\_\_\_\_

Surety

By \_\_\_\_\_  
Principal Deputy

By \_\_\_\_\_  
Attorney-in-Fact

**ATTACHMENT F**

**ARTIST'S FINAL DESIGN  
(NAME OF ARTIST, PROJECT, AND LOCATION)**

Description:

Locations:

Materials and Processes:

Light Unit (if applicable)

Installation:

Spare Parts :

Attach Final Design drawings to complete attachment F.



ATTACHMENT G



# ***CIVIC ART PROCEDURES***

February 11, 2013

Enriching Lives



***Los Angeles County Arts Commission***

***1055 Wilshire Boulevard, Suite 800, Los Angeles, CA 90017***

***(213) 202-5858***

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*Procedures which guide implementation of, and are in accordance with, the Civic Art Policy will be updated by the Arts Commission based on recommendations presented by the Civic Art Committee. Each year, any changes to the Procedures will be included as part of the Civic Art Program Annual Report to the Board of Supervisors.*

## **I. ARTIST SELECTION**

The participation of quality, accomplished artists is essential to the success of the Civic Art Program. Project Coordination Committees with input from Arts Professionals and Artist Selection Panels play a critical role in the selection of artists for the Civic Art Program.

### **Artist Selection Panels**

A majority of panelists will be individuals who have a background or professional expertise in the arts. Panels will be facilitated by Civic Art Program staff. Panelists will be paid according to a fee schedule developed by staff. Panels will reflect knowledge and interest in art, as well as community concerns. The following groups may have representation on selection panels:

- Artists;
- Art-related professionals and knowledgeable community members, including curators, art historians, writers and critics, art administrators, collectors, art activists and art volunteers;
- Design professionals; and
- Community representatives.

Panelists will use the following criteria in evaluating artists' qualifications:

- Visual images, portfolios, studio visits or other documentation of excellence;
- Ability to respond to the specific contextual issues and considerations of a particular project, its community and users;
- Ability to successfully manage all aspects of the project including budgets, committees, sub-contractors, installers and other construction and administrative logistics; and
- Credentials, including experience, training, and critical or other professional recognition.

### **Selection of Project Artist(s)**

Civic Art Program staff will work with the Chief Executive Office (CEO) to identify eligible capital projects at the programming stage that will move forward and have a civic art allocation. Civic Art Program staff will implement a preliminary planning process to identify the preferred approach to the selection of an artist for the project prior to the selection of a lead design/engineering team for the associated capital project.

Preliminary planning will include input from the CEO, Supervisorial Office and Department. Once the preferred approach is determined, the Civic Art Program staff will establish a Project Coordination Committee, if appropriate.

Artists can be selected in one of the following ways:

**1. Selection from the Pre-Qualified List of Artists by the Lead Design/Engineering Firm**

The lead design/engineering firm, in responding to a Request for Proposals for a County capital or refurbishment project, will be encouraged to include an artist as an equal member of the design team. An artist selected by the lead design/engineering firm must be selected from the Pre-Qualified List of Artists. Civic Art Program staff will participate in the review of firms who elect to include an artist as an equal member of the design team.

All County capital or refurbishment projects identified as having a civic art component will include standard language in the Request for Proposals issued by the Department of Public Works or Community Development Commission regarding an artist(s)' involvement in the design process.

If the lead design/engineering firm does not select an artist or the Project Coordination Committee does not approve the artist(s) selected by the lead design/engineering firm, the Committee, with representation from the lead design/engineering firm, can select an artist for the project from the pre-qualified list of artists or issue a call for artists

**2. Selection from the Pre-Qualified List by Project Coordination Committee**

The Civic Art Program project manager will consider the overall project and make recommendations regarding artist eligibility requirements. The Project Coordination Committee will then meet to review the artists on the pre-qualified list that meet the eligibility requirements and will establish a short list of finalists. The artist may be selected directly from the Pre-Qualified List, or the Project Coordination Committee may elect to interview finalists or request preliminary proposals.

**3. Selection by the Project Coordination Committee through a Call for Artists**

In some instances due to the scale, importance or unique nature of a project, the Project Coordination Committee may decide to develop a call for artists for that specific project. In these instances, a special artist selection panel will be assembled by Civic Art Program staff and will include people with specific expertise in the arts, in addition to the Project Coordination Committee and a representative of the lead design/engineering firm. Artist(s) selected by this method may or may not be on the Pre-Qualified List.

The Project Coordination Committee may elect to select an artist through an open competitive Call for Artists. The Call for Artists shall identify the anticipated project budget, scope of work, estimated project timeline and eligibility requirements. A shortlist of artists responding to the Call for Artists may be interviewed or requested to develop preliminary proposals.

**4. Selection from a Limited Invitational Competition**

A limited number of artists from the Pre-Qualified List, or artists with professional experience in a specific discipline appropriate to the project may be invited for interview or to develop preliminary proposals.

**5. Direct Selection**

In some situations, it may be appropriate to directly select an artist for a civic art commission opportunity. The recommended artist may be interviewed or may be requested to develop a preliminary proposal.

For each of the methods of selection, an artist and at least one alternate will be selected. If a preliminary proposal is requested, an honorarium will be paid to the artist(s).

Artists will not be eligible for more than two County projects at any given time.

Artists who have artwork in the County's Civic Art Collection will not be eligible for future projects unless the project has a higher budget than the previous project. Exceptions will be made if the project will benefit due to:

- Geographic proximity to the previous project(s).
- Conceptual, thematic, or population relativity, such as a departmental or a regional effort.
- Compatibility of project schedules.
- The artist's unique qualifications.

### **Establishment of Pre-Qualified List**

The Arts Commission will establish a Pre-Qualified List of artists for County civic art projects. The list will be updated on an as needed basis or, every two years, and will include categories for established as well as emerging artists. The list will include local, regional and national artists.

Artists interested in being considered for County projects will be invited to submit their qualifications. A selection panel, composed of five to seven people from the list of panelists approved by the Arts Commission, will be convened to review and select the applicants. Once selected, artists will be able to remain on the eligibility list for four years before they need to re-apply.

### **Conflicts of Interest**

Anyone in a position to receive financial gain from the selection of artists will be ineligible to serve on a selection panel. Panelists must declare any conflict of interest and abstain from voting if a conflict of interest arises.

Artists or members of their immediate family who serve on the Los Angeles County Arts Commission will not be commissioned or receive any direct financial benefit from the Civic Art Program during their tenure on either of those bodies. This restriction shall extend for the period of one year following the end of service and indefinitely for projects that were developed or acted upon during the artist's tenure on the Commission.

## **II. FINANCIAL PROCEDURES**

### **Changes in Capital Projects**

In the event a capital project is cancelled, unencumbered project funds transferred to the Civic Art Special Fund as part of a Civic Art Allocation for the cancelled project shall be returned to its originating funding source.

If the final project budget, at the time of an award of the project's construction contract, increases by more than 10%, the Civic Art allocation for the project will be adjusted to reflect the new budget.

If the final budget, up to the time of award of the artist's contract, decreases by more than 10%, the civic art allocation for the project will be adjusted to reflect the new budget.

### **Projects over \$100,000**

All projects with budgets over \$100,000 will not be paid directly from the Civic Art Special Fund, but will be encumbered and paid by the CEO from the appropriate capital project with reimbursement from the Civic Art Special Fund.

### **Pooled Funds**

For civic art allocations that are under \$30,000, the preferred approach will be to pool funds within the B-14 Civic Art Special Fund by District or by District and Department. The appropriate Supervisorial Office will have the option to recommend pooling all, or a portion of, any civic art allocation within the appropriate District fund.

## **III. MAINTENANCE AND CONSERVATION OF ARTWORK**

The Civic Art Program is a resource for the maintenance and conservation of existing and newly commissioned artworks.

### **Routine Maintenance**

The Arts Commission encourages the design of civic art that will require limited maintenance. Commissioned artists are required to provide written maintenance instructions and detailed methods of fabrication for their artworks as part of their fabrication contract. When a commissioned artwork is completed and accessioned, or when an existing artwork is conserved or repaired, Civic Art Program staff will provide the County department with written maintenance instructions.

Routine maintenance of civic art is the financial responsibility of the County department that owns and maintains the facility and/or site where the artwork is located. The County department will work with Civic Art Program staff and individual artists to develop artwork maintenance plans for all department-owned civic art, and integrate the maintenance of artwork within the department's annual operating budget. All maintenance will be performed with reference to the maintenance guidelines established by the artist as part of their contractual agreement to produce the work.

Civic Art Program staff will maintain a database which contains the maintenance and care instructions and requirements for each artwork.

### **Conservation, Restoration, and Repair**

Based on periodic condition assessments, Civic Art Program staff will work with the Board offices, the Chief Executive Office (CEO), the Department of Public Works (DPW), the Community Development Commission (CDC) and County departments to identify conservation projects and priorities. Civic Art Program staff, in conjunction with the County departments and offices above, will oversee artwork conservation projects.

Although routine maintenance will be the responsibility of the County departments (see above), Civic Art Program staff will review condition assessments and recommend priority conservation, restoration or repair projects for consideration by the Board of Supervisors during the County's annual budget process. Funding approved by the Board of Supervisors for extraordinary conservation activities will be included in the County's Extraordinary Maintenance Budget under a separate account.

Civic Art Program staff will attempt to contact the artist for recommendations prior to engaging in any repair or conservation efforts. Departments will consult with Civic Art Program staff for conservation

standards to be followed, regardless of the funding source for the conservation or restoration project.

#### **IV. GIFTS AND LOANS**

Prior to acceptance of any gift or loan of civic art, the Arts Commission and the recipient department must review and approve the gift. The main role of the Arts Commission is to ensure that all gifts or loans of civic art are of high quality, are appropriate for their site and audience, and that funds are secured so that the artwork will be adequately maintained. Additionally, the Arts Commission will use its expertise to evaluate the legal instrument of conveyance or loan that addresses the title of the artwork and defines the rights and responsibilities of all parties.

##### **Arts Commission Role**

The Arts Commission will receive a staff report along with a copy of submitted materials. If needed, Commissioners may hear a summary presentation by the donor before taking action. The Arts Commission may approve, reject or refer the proposed gift or loan back to staff for further evaluation.

##### **Civic Art Program Staff Role**

Civic Art Program staff will respond to all donor inquiries and educate donors on the requirements, especially financial commitments, and processes for approval of gifts or loans of existing or proposed civic art. Staff will assist donors in assessing whether the donation is feasible.

If the donation seems feasible and the donor's interest strong, staff will meet with the donor and review in detail the required submittals and explain the Arts Commission's approval process.

After meeting the donor, staff will work with the recipient department to:

- Determine that the gift or loan is compatible with the department's site or facility;
- Assess whether the gift or loan is likely to be approved by the department;
- Provide technical assistance in negotiating the terms of the legal instrument of conveyance or loan; and
- Provide guidance on establishment of a maintenance fund for the donated or loaned artwork.

A report summarizing the proposed gift or loan will be prepared by staff and, using the criteria below, staff will recommend that the Arts Commission approve, reject or refer the proposed gift or loan back to staff for further evaluation. Staff will also include the gifted or loaned artwork on the Civic Art Program web page so that the public may learn more about it.

##### **Criteria for Evaluating a Gift**

The following criteria will be used in evaluating existing or proposed artwork by Civic Art Program staff when preparing its report to the Arts Commission and by the Arts Commission when determining whether to approve, reject or refer the proposed gift or loan:

##### **Existing Artwork**

- The artwork is of high quality.
- The artwork fits the proposed location in terms of the physical setting and audience.
- The artwork will have a plaque consistent with Civic Art Program standards.
- The donor has committed to cover all costs associated with delivery and installation of the artwork.



- The Arts Commission has evaluated routine and future maintenance and conservation requirements of the artwork and has determined an amount that will cover all these costs.
- The donor and the recipient department have established a maintenance fund to cover all routine and future maintenance costs.
- The proposed legal agreement between the donor, the recipient department, and the Arts Commission adequately addresses issues of ownership or loan, copyright, liabilities, maintenance and deaccessioning.

#### Proposed Artwork

- The artwork is of high quality and well designed.
- The artist's qualifications demonstrate the experience and skill necessary to complete a project of this scale and scope.
- Proposal is sufficiently detailed so that it can be fully evaluated.
- The artwork is appropriate for the proposed site in terms of the physical setting and potential audience.
- The scale, form, context and design of the artwork are appropriate for the setting (local design standards may be taken into consideration).
- Informational and other plaques have been included and are consistent with Civic Art Program standards.
- The donor has identified all costs associated with design, fabrication, permits, bonding, insurance, transportation and installation of the artwork and has identified sources for funding.
- The Arts Commission has evaluated routine and future maintenance and conservation requirements of the artwork and has determined an amount that will cover all these costs.
- The legal agreement between the donor, the recipient department, and the Arts Commission adequately addresses issues of ownership, copyright, liabilities, maintenance and deaccessioning.

#### Required Donor Submittals

The following should be submitted to the Civic Art Program:

##### Existing Artwork

- Donor Information: Donor name, address, phone, fax and email. If the donor is an organization or a committee, provide information on all board or committee members and a copy of the organization's non-profit status forms, if applicable.
- Artist/Designer Biography: Summary of the artist or designer's qualifications.
- Description: Written description of the artwork: the concept behind the work; the relationship of the artwork to the site and the anticipated audience; materials to be used in the fabrication and installation of the artwork; the size, color and texture of each artwork element; and the schedule for completion of the artwork.
- Photograph: A photograph of the artwork with enough detail so that the work can be fully evaluated.
- Costs: Detailed budget listing all costs associated with delivery and installation.
- Maintenance Fund: Amount of maintenance funds and any conditions of the fund.

##### Proposed Artwork

- Donor Information: Donor name, address, phone, fax and email. If the donor is an organization or a committee, provide information on all board or committee members and a copy of the organization's non-profit status forms, if applicable.

- Artist/Designer Resume: Resume of the artist or designer listing education, employment, exhibitions, reviews, commissions, etc.
- Examples of Artist/Designer Past Work: Slides or digital images of completed work by the artist or designer.
- Description: Written description of the artwork: the concept behind the work; the relationship of the artwork to the site and the anticipated audience; materials to be used in the fabrication and installation of the artwork; the size, color and texture of each artwork element; and the schedule for completion of the artwork. If the artwork is a memorial honoring an individual or event, include background information on the individual or event.
- Visual Representation: A visual representation (computer generated or hand-drawn rendering) of the artwork showing detailed and overall views; and a maquette, model, photograph and/or map showing the artwork in context.
- Budget: Detailed budget listing all costs associated with the gift and identification of sources for funding.
- Conservator Report: Report from an art conservator summarizing the materials to be used and discussing anticipated routine maintenance and long-term conservation requirements. The art conservator should be a professional member of The American Institute for Conservation (AIC).
- Maintenance Fund: Amount of maintenance fund and any conditions of the fund.

### **Sequence of Approvals**

The sequence for approval of gifts or loans of civic artwork to the County is:

- Approval by Recipient Department
- Civic Art Program staff prepares report and makes recommendation to the Civic Art Committee
- Civic Art Committee presents recommendation to Arts Commission
- Approval by Arts Commission
- Approval by the Board of Supervisors (not needed for donations valued under \$10,000 or loans)

## **V. ACQUISITIONS AND ACCESSIONING**

New civic artworks which have been commissioned and accepted by the Civic Art Program will be automatically accessioned into the County's Civic Art Collection. The Civic Art Program strives to develop a cohesive civic art collection by commissioning artists of merit and quality. Artworks which do not exhibit quality of workmanship will not be accepted by the Civic Art Program.

Artworks which have come into the County's possession in its over 150 year history by other means such as purchase, donation, bequest, commission, transfer, exchange or any other transaction by which title to an artwork has been passed to the County are accessioned according to the criteria below.

### **Criteria for Accessioning Non-Commissioned Artworks**

- Public Safety - The artwork must not pose any hazard or threat to public safety or public health and must not pose a potential liability for the County in any other way.
- Legal and ethical considerations – The artwork must not violate any national, state, or local laws or acts.
- Excellence – The artwork must be authentic and of an overall high level of artistic quality, workmanship, and conceptual intent.

- Maintenance - The artwork must not require exorbitant funds or measures to maintain it and must not require an excessive use of County resources.
- Restrictions – An artwork will not be accessioned which has restrictions placed on it by the artist, donor, or seller.

### **Purchase, Exchange, Trade, and Other Methods of Acquisition**

In addition to gifts and commissioned artwork, works of art may occasionally be acquired through other means such as direct purchase or exchange. These works will be evaluated based on the same criteria as listed above, regardless of the method of acquisition.

## **VI. DEACCESSIONING**

The County retains the right to deaccession any civic art on County property. Civic art projects may be considered for review toward deaccessioning if one or more of the following conditions apply:

- The artwork has received consistent adverse public reaction for a period of five or more consecutive years.
- The site for the artwork has become inappropriate because the site is no longer accessible to the public or the physical site is to be destroyed or altered in a significant way.
- The artwork is found to be fraudulent or in violation of national, state, or local laws.
- The artwork possesses demonstrated faults of design or workmanship.
- The artwork requires excessive or unreasonable maintenance.
- The artwork is damaged irreparably, or to an extent where repair is infeasible or impractical.
- The artwork represents a physical threat to public safety.
- The artwork is rarely displayed.
- The artwork reaches the end of its original anticipated lifespan.
- A written request for deaccessioning has been received from the artist.

Unless one of the preceding conditions applies, no art will be considered for deaccessioning unless it has been in the County Collection for a minimum of ten years.

### **Deaccessioning Procedure**

If a request for deaccessioning is received from members of the public, or made by County staff or a member of the Arts Commission, then Civic Art staff will consult County Counsel and create a report summarizing the issue. Included in the report will be information about the artwork and artist, information about the current site, the reasons a person or group wants the artwork removed, any applicable restrictions or legal provisions, relevant comments and opinions from the public and/or County staff, and relevant information from the artist about the artwork.

This report will be presented to the Civic Art Committee, which will convene and make a recommendation to either remove, or not remove, an artwork from the County Collection. Their recommendation will be presented to the Arts Commission. If the Arts Commission recommends to remove the artwork, this recommendation will be submitted for approval to the Board of Supervisors.

Should the Board of Supervisors choose to deaccession and thereby remove a work, the artist will be given at least 90 days notice prior to removal and be given the opportunity to purchase the art at its current appraised value if the artwork is able to be reasonably and safely removed. If the removal will cause expense or hardship to the County, then the artist will be responsible for the costs and arrangements involved in removing the artwork. The artist must also ensure that all state, local, and federal safety laws are followed in the removal of an artwork.

Alternate methods of removal from the County Collection include, but are not limited to:

- The artwork may be appraised and advertised for sale.
- The County may seek competitive bids for the artwork.
- The artwork may be donated to another government agency, municipality, museum, or nonprofit.
- The artwork may be destroyed if it is tied to a site scheduled for demolition or if it is structurally or economically infeasible to be removed safely and still maintain the integrity of the work.

## **VII. RELOCATION OR MODIFICATION**

The County retains the right to relocate or modify an artwork at any time. While the Civic Art Program will attempt to maintain an artist's original intentions for an artwork, several conditions may necessitate a modification to an artwork's original design or location:

- A County building or facility is repurposed;
- A County building or facility is renovated or remodeled;
- After installation, it is apparent that an artwork creates safety problems for the public or County staff;
- After installation, it is apparent that an artwork creates severe inconvenience or hardship for the public or County staff;
- An artwork is being severely degraded by its present environment;
- An artwork's security can no longer be guaranteed in its present location; or
- After installation, it is apparent that an artwork would serve the public better in a different location at the site.

### **Relocation and Modification Procedure**

If there is a recommendation or request for relocation or modification, Civic Art Program staff will work with the County department and consult with County Counsel, to weigh the need for relocation and modification with the possible consequences of harm occurring to the artwork or to the artist's original intent.

A report will be created by Civic Art Program staff that includes information about the artwork, the artist, the current site, any applicable restrictions or legal provisions, relevant comments and opinions from the public and/or County staff, relevant information from the artist about the artwork, and a summary of the potential modifications and relocations under discussion. Based on the information in this report, the Director of Civic Art will make the final decision on whether to relocate or modify the artwork. If the department does not concur with the recommendation of the Director of Civic Art, the matter may be referred to the Arts Commission whose decision shall be final.

If an artwork is determined to be relocated or modified, Civic Art Program staff will work with the department to ensure that qualified arts professionals handle the move or the modifications with care.

If an artwork poses a hazard or imminent threat to public safety, public health, or property, the Arts Commission may choose to immediately relocate, remove, or modify the artwork without following the above procedure.

This process for evaluating whether to relocate or modify artworks does not apply to portable artworks, temporary artworks, or exhibits.

## **VIII. RECORDS AND INFORMATION ORGANIZATION**

Civic Art Program staff is responsible for documenting and archiving information about historic County artworks and new Civic Art projects in the County's Civic Art Inventory (the County's Collection). This includes documenting temporary and programming/education projects after they have concluded or have been deinstalled. Information about the County's Collection is accessible to County staff and the public through the Arts Commission's Web site. A report on the County's Collection is issued to the Board of Supervisors at least once every five (5) years.

### **Scope of Documentation for a Commissioned Civic Art Project**

The following documents are retained in the County's Collection hard and/or electronic files after a new Civic Art Project has been completed:

- Contracts;
- Artist's statements, proposals, biography, and any other relevant information;
- Artist selection process summaries;
- Press clippings the project received;
- Maintenance instructions and conservator reviews of materials used;
- Photographs and digital images;
- Board letters;
- Artist's shop drawings of artwork;
- As built drawings and diagrams; and
- Blueprints.

Additionally, any artist design drawings, sketches, or models that a commissioned artist creates for a civic artwork will be retained in the County's Collection in storage. These will be considered part of an artwork's archive. These materials may occasionally be used for public exhibitions organized by the Civic Art Program.

### **Scope of Documentation for Historic County Artwork**

The extent of documentation for historic County artworks depends on available documents and research. Digital photographs will be taken by Civic Art staff of the artwork and a condition assessment will be completed. Copies of documents discovered in research will also be retained.

### **Records Retention**

All records are intended to be cared for in perpetuity. If an artwork is later removed, deaccessioned, or relocated, its records will still be held in the County Collection files.

## **IX. GRANTING PERMISSION TO USE IMAGES OF ARTWORK**

### **General Guidelines**

The County may grant permission to reproduce imagery of County-owned artworks, including the use of images for two-dimensional reproductions and for three-dimensional derivatives of County-owned artworks.

"Reproductions" include the use of images of County-owned artworks in educational materials, reports, or communications about services, or other non-commercial use.

"Derivatives" are usually three-dimensional objects which are derived from, or based on, elements of an

original artwork. The original artwork may not be reproduced exactly, at any scale, but portions of the artwork may be used in a new image or an object based on the artwork or artwork elements.

### **Permission to Use Images of County-owned Artwork for Reproduction for Non-Commercial Purposes**

1. Requests to use artwork images for non-commercial purposes must be presented in writing to the Director of Civic Art at the Los Angeles County Arts Commission. Requests must include full contact information of the organization, its status as a government, non-profit or for profit entity, and its intended use for the images.
2. The request will be reviewed and approved by Arts Commission staff, artist, department, and Supervisorial office. The normal request and review process is 30 days.
3. The Arts Commission will grant permission in writing. No formal agreement is needed.

### **Permission to Make and Sell Derivatives or Reproductions of County-owned Artwork for Commercial Purposes**

1. Requests for use of artwork images must be presented in writing to the Director of Civic Art at the Los Angeles County Arts Commission. Requests must include full contact information of the organization, its status as a government, nonprofit or for profit entity, its intended use for the images and an estimate of anticipated annual gross income.
2. The request will be reviewed and approved by Arts Commission staff, artist, department, and Supervisorial office. The normal request and review process is 60 days.
3. The Los Angeles County Arts Commission will enter into a three-party (artist, County and non-profit) agreement to grant permission.
4. The Arts Commission will monitor sales on an annual basis.

### **Filming**

Artworks are frequently included in locations used for filming. Since artists hold the copyright on County-owned artworks, film companies must get waivers or negotiate a royalty payment from the artist before including the artwork in the footage. Film companies may contact the Arts Commission to receive contact information for artists.