



Contract No. AD-23-XXXX

**DEPARTMENT OF ARTS AND CULTURE  
CREATIVE STRATEGIST SERVICES CONTRACT**

This Contract ("Contract") is made and entered into on \_\_\_\_\_,

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

and Name ("Contractor")  
Address  
Address.

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

**1 PROJECT SERVICES**

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

**2 TERM OF THE CONTRACT**

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

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

**3 TOTAL CONTRACT SUM**

The maximum payable amount for all services provided hereunder shall not exceed seventy-five thousand (\$75,000), as set forth in Exhibit B (Scope of Work), attached hereto and incorporated herein by reference. The maximum sum payable during any Option Period shall be based on initially contracted rates and/or cost of living adjustments.

## 4 ADMINISTRATION OF CONTRACT

### 4.1 County Administration

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

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

### 4.2 Contractor Administration

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

## 5 APPLICABLE DOCUMENTS

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

Standard Exhibits:

Exhibit A	Standard Terms and Conditions
Exhibit B	Scope of Work
Exhibit C	COVID-19 Vaccination Certification of Compliance (Required at the Time of Contract Execution)

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 9.10 (Amendments) of Exhibit A (Standard Terms and Conditions) and signed by both parties.

## 6 DELIVERY OF SERVICES

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

as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

- 6.2** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B (Scope of Work) and in accordance with the Payment and Deliverables Schedule, as outlined in Exhibit B.
- 6.3** All materials created by Contractor pursuant to or related to this contract, including, but not limited to, any and all writings, notes, designs, sketches, drawings, graphics, displays, still images, moving images, videos, music, computer files, data, hardware and/or software will be the sole and exclusive property of the County. Contractor acknowledges that all services Contractor provides under this contract are provided as an independent contractor on a work-for-hire basis. Copyright and any other intellectual property right in any work resulting from or related to the performance of the services under this contract will vest and be held in the name of the County.

If Contractor wishes to share findings based on work conducted through this contract in any format including presentations and publications, Contractor will inform the County's Project Lead at least thirty (30) days in advance. Notification will include information about what findings will be shared and the venue or publication where they will be shared.

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

## 7 INSURANCE REQUIREMENTS

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

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

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

- 7.2 Auto Insurance.** If Contractor will utilize a motor vehicle to perform any portion of Exhibit B (Scope of Work), Contractor must obtain a policy of auto insurance that conforms to the requirements of Section 5 (Indemnification and Insurance) of Exhibit A (Standard Terms

and Conditions). The auto insurance policy limit must be equal to or exceed the California State minimum requirements for auto insurance liability.

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

**7.4 Workers Compensation and Employers’ Liability Insurance.** If Consultant has employees that will perform work on any portion of the Contract, Contractor must provide Workers Compensation and Employers’ Liability Insurance or qualified self-insurance satisfying statutory requirements, which includes coverage with limits of not less than \$1 million per accident.

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

COUNTY OF LOS ANGELES

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kristin Sakoda, Director  
Los Angeles County Department of Arts and Culture

CONSULTANT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**[INSERT NAME]**, Consultant

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Deputy

## EXHIBIT B - SCOPE OF WORK

**PROJECT:** Creative Strategist-Artist in Residence (Creative Strategist) with the Los Angeles County Department of Human Resources (DHR).

### **BACKGROUND:**

In June 2017, the Los Angeles County Board of Supervisors unanimously approved a [motion](#) “to fund the placement of artists, arts administrators, or other creative staff who are representative of diverse constituencies in paid positions as creative strategists.” A recommendation of the [Los Angeles County Cultural Equity and Inclusion Initiative](#) (CEII), the Creative Strategist Program recognizes that the path to achieving cultural and racial equity and inclusion for all residents requires that arts, culture, and creativity are embedded into County policy, practice, and priorities across sectors. The program supports implementation strategies for the [Countywide Cultural Policy](#), serving as a model for arts-based, cross-sector projects and community engagement with County departments to support equity across all domains of civic life.

Rooted in civic and social practice art, the Creative Strategist Program launched in 2018. Working in partnership with County staff and community stakeholders, Creative Strategists use artistic practice and creative techniques to develop innovative solutions to complex social challenges.

### **PROJECT DESCRIPTION:**

Contractor will serve as the Creative Strategist with DHR. During the residency, the Creative Strategist will collaborate with Los Angeles County Department of Arts and Culture (Arts and Culture) and DHR staff to develop a project that focuses on DHR’s Wellbeing Initiative and that may include artistic interventions, approaches, and strategies; employee engagement and participation; the identification of cultural and community assets; the creation of new artworks; and/or access to artistic and cultural experiences to meet the established goal(s) of the residency:

1. To develop and prototype a framework and toolkit of arts-based strategies for employee engagement that foster self-expression centered around DHR’s six areas of wellbeing: physical, emotional, occupational, social, intellectual, and financial;
2. To develop arts-based approaches to increase awareness and understanding of the benefits of promoting employee wellbeing to encourage participation in DHR’s Wellbeing Initiative; and

3. To build capacity within DHR in arts-based employee engagement practices.

Programmatic activities may include both artist-and employee-initiated projects, workshops, and events; cultural asset mapping; and site-specific visual and/or performing art presentations to address multilayered objectives that improve services provided by Los Angeles County, using creative methods that engage County employees and DHR constituents and stakeholders. The Creative Strategist may engage other artists, performers, and culture bearers during the residency. Events may be held in person or via a digital platform.

**ABOUT LOS ANGELES COUNTY DEPARTMENT OF HUMAN RESOURCES:**

The mission of DHR is to attract, develop, and retain a talented, engaged, diverse workforce passionate about public service.

The department has recently developed a Wellbeing Initiative designed to promote a culture of wellness and support employee health, wellbeing, and personal growth among the County's more than 110,000 employees. This is achieved by encouraging healthy habits and providing resources and a supportive environment to foster positive lifestyle changes and the ability to thrive in the workplace.

Through this one-year residency, DHR seeks to transform County culture by modeling approaches to employee wellbeing that embrace creative-expression and contribute to a more cohesive, productive, happier, and more resilient workforce that will be better positioned to serve LA County constituents.

**DELIVERABLES:**

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

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

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

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

**Phase 1: Research (July 1 – October 1, 2023)**

Beginning with an orientation session organized by Arts and Culture, this phase is a time for Contractor and DHR to establish mutual understanding and trust through shared exposure to each other’s work and process. Contractor may “shadow” DHR staff and attend meetings with staff and other stakeholders, and, in turn, will be invited to speak to staff about their artistic practice. Key DHR staff may visit Contractor at their studio.

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

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

**Phase 2: Prototyping (October 2 – December 1, 2023)**

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

**Phase 3: Implementation (December 2, 2023 – May 31, 2024)**

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

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

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

**Phase 4: Closeout Documents (June 1 – June 30, 2024)**

Once Contractor has completed the Project, Contractor will finalize a plan to serve as a guide for the sustainability of the arts-based methods and practices developed during the

residency. Contractor will submit a Final Report that documents the project's successes and challenges, lessons learned, and recommendations for DHR and the Creative Strategist Program.

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

**Other Tasks include, but are not limited to:**

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

All services, tasks, and/or deliverables pursuant to this Contract are subject to approval and acceptance by Arts and Culture's Cross Sector Manager. The Cross Sector Manager has the primary responsibility for successful project management of this Creative Strategist residency. The Cross Sector manager may refuse to approve or accept services, tasks, and/or deliverables performed by Contractor that Cross Sector Manager



determines, in the exercise of their reasonable discretion, are unacceptable or unsatisfactory.

**DELIVERABLES AND PAYMENT SCHEDULE**

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

PHASE	DESCRIPTION OF DELIVERABLES & TASKS	DUE DATE	AMOUNT
0	Contract Execution	June 28, 2023	\$5,000
1	Draft Residency Project Proposal submitted; Monthly Status Reports	October 1, 2023	\$10,000
2	Final Residency Project Proposal; Monthly Status Reports	December 1, 2023	\$10,000
3.1	Midway progress update on implementation of the Residency Project; Monthly Status Reports	March 1, 2024	\$10,000
3.2	Residency Project is complete	May 31, 2024	\$10,000
4	Final Report and Closeout Documents	June 28, 2024	\$5,000
Contractor will invoice for project related expenses as they occur.			\$25,000
<b>TOTAL CONTRACT AMOUNT</b>			<b>\$75,000</b>

**INVOICING**

Invoices shall be sent to Kim Glann, Cross Sector Manager, at [kglann@arts.lacounty.gov](mailto:kglann@arts.lacounty.gov) and shall include the following language:

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