



Contract No. XXX

DEPARTMENT OF ARTS AND CULTURE SERVICES CONTRACT

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

by and between

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

and

Name ("Contractor").

Address

Address

Vendor Number

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

1 PROJECT SERVICES

The Contractor will provide Artist services for an Artist Residency to develop a framework or toolkit for integrating healing centered arts practices into community engagement before, during, and after [Pathway Home](#) encampment resolutions, for the Cross Sector Initiatives Division of the Department of Arts and Culture.

2 TERM OF THE CONTRACT

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

2.2 The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods ("Option Terms"), for a maximum total Contract term of two (2) years nine (9) months, based on initially contracted rates, subject to performance, needs, and availability of additional funds. Each such extension option may be exercised at the sole discretion of the Department Director or his/her designee.

3 TOTAL CONTRACT SUM

The maximum payable amount for all services provided hereunder for the Initial Term shall not exceed fifty thousand dollars (\$50,000), as set forth in Exhibit B (Scope of Work), attached hereto and incorporated herein by reference. The County may increase the maximum amount payable

during the Initial Term or any Option Terms up to 10 percent to cover needed and increased services in Exhibit B (Scope of Work).

4 ADMINISTRATION OF CONTRACT

4.1 County Administration

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

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

4.2 Contractor Administration

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

5 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- Exhibit A Standard Terms and Conditions
- Exhibit B Scope of Work

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

6 DELIVERY OF SERVICES

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

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

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

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

7 INSURANCE REQUIREMENTS

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

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

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

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

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

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

8 CREDIT AND ACKNOWLEDGEMENT

Contractor will include the County seal and the Arts and Culture logo on all materials created by Contractor pursuant to or related to this contract, where appropriate. Contractor further agrees that any advertising or promotional materials promulgated shall include the following language:

[This project] “is supported by the Los Angeles County Department of Arts and Culture in partnership with Los Angeles County Supervisor [redacted] of the [redacted] District, the County of Los Angeles Homeless Initiative, and the Los Angeles County Department of Public Works.”

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

COUNTY OF LOS ANGELES

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

Date: _____

CONTRACTOR

By: _____
Name
Title

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy County Counsel

EXHIBIT B - SCOPE OF WORK

PROJECT

Artist-in-Residence (“AIR”) to develop a framework or toolkit for integrating healing-centered arts practices into community engagement before, during, and after [Pathway Home](#) encampment resolutions.

BACKGROUND

The mission of the [Los Angeles County Department of Arts and Culture](#) (“Arts and Culture”) is to advance arts, culture, and creativity throughout Los Angeles County. It provides leadership, services, and support in areas including grants for nonprofit organizations, countywide arts education initiatives, commissioning and care for civic art collections, research and evaluation, access to creative pathways, professional development, free community programs, and cross-sector creative strategies that address civic issues.

Los Angeles County (“County”) recognizes that arts and culture strengthen the quality of life and the social and economic development of our people and communities. The [Countywide Cultural Policy](#), adopted by the Board of Supervisors (“Board”) on June 23, 2020, serves as a roadmap for how the County and its departments can ensure that every resident has meaningful access to arts and culture. Arts and Culture provides leadership and coordination across the County to support the implementation of the policy. The intent of the Cultural Policy is to foster an organizational culture that values and celebrates arts, culture, and creativity; strengthens cultural equity and inclusion; and leverages arts and culture in County strategies to achieve the highest potential of communities.

On September 13, 2022, the Board approved a [motion](#) by LA County Supervisors Holly J. Mitchell and Kathryn Barger to establish a Countywide RV Encampment Pilot Program (“Pathway Home”). In the motion, the Board instructed Arts and Culture to collaborate with the LA County Department of Public Works on an Artist-in-Residence (“AIR”) program to support creative and low-cost beautification interventions in hot spot areas to deter re-population of RV encampments.

ABOUT LOS ANGELES COUNTY’S PATHWAY HOME PROGRAM

Los Angeles County’s new [Pathway Home](#) program to resolve encampments, including recreational vehicles or RVs, is just one component of the County’s ongoing, multi-pronged response to the homelessness crisis launched under the emergency declared by the Board in January 2023. Pathway Home is intended to help people living on the streets come indoors by offering a more diverse array of immediate options for interim housing and a comprehensive suite of wraparound services, to help them achieve stability and ultimately move into permanent housing. The program is led by the County and implemented in partnership with local jurisdictions, unincorporated communities, the Los Angeles Homeless Services Authority, local service providers, and other jurisdictional partners.

Pathway Home resolution sites are identified in areas across Los Angeles County with the highest concentration of RV encampments. As of the date of this agreement, three Encampment Resolutions have taken place.

Los Angeles County Transitional Safe RV Parking Sites (“Safe RV Parking Sites”) are lots that have the necessary hookups to sustain an RV (e.g., wastewater, electricity, etc.) and are large enough to accommodate at least 10 RVs/campers, as well as onsite case management, supportive services, and

security. One Safe RV Parking Site is currently being identified and developed for each of the five LA County Supervisorial Districts.

In support of the Board's focus on the homelessness crisis, including its proclamation of a Local Emergency and other measures, Arts and Culture is undertaking a suite of activities to leverage the arts as a strategy to address homelessness. This project is part of those efforts.

PROJECT DESCRIPTION:

Contractor will serve as the Artist in a nine-month artist residency with the County of Los Angeles. Contractor will work in partnership with staff from Arts and Culture Arts and Culture, Los Angeles County Board of Supervisors ("Board"), County of Los Angeles Homeless Initiative ("Homeless Initiative"), and Los Angeles County Department of Public Works ("Public Works"), hereinafter referred to collectively as "County Project Partners."

During the artist residency, Contractor will collaborate with County Project Partners staff, as well as other project partners, community stakeholders, and others to develop a framework, set of recommendations, or toolkit ("Toolkit") for integrating healing-centered arts practices into community engagement before, during, and after Pathway Home encampment resolutions.

DELIVERABLES:

Contractor will collaborate with County Project Partners staff, as well as other stakeholders to develop, plan, prototype, and implement a Toolkit for integrating healing-centered arts practices into community engagement before, during, and after Pathway Home encampment resolutions, particularly when engaging with Persons Experiencing Homelessness and persons living in and community members impacted by RV encampments.

Contractor will participate in the planning of and will attend community engagement activities at RV Encampment Resolution or Safe RV Parking sites. These activities, as well as learnings that emerge during the residency; staff, community, and stakeholder input; and other promising practices, will inform the development of the Toolkit.

Programmatic activities to develop the Toolkit may include but are not limited to artist-led stakeholder engagement, workshops, community listening events, interviews, and the identification or mapping of cultural and community assets. Contractor may engage other subject matter experts, artists, culture bearers, creatives, community leaders, and others 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 (April 22 – July 5, 2024)

Beginning with a kick-off meeting organized by Arts and Culture, this phase is a time for Contractor and County Project Partners to establish mutual understanding and trust through shared exposure to each other's work and process. During this phase, Contractor may:

- Attend project meetings with County Project Partners and other stakeholders;
- Attend community listening or town hall meetings about Pathway Home or Safe RV Parking;
- Visit Pathway Home or Safe RV Parking Sites;
- Observe and/or support County Project Partners and other project partners with community engagement activities at Pathway Home or Safe RV Parking Sites;
- Support the planning and execution of community engagement led by artists separately commissioned by Arts and Culture to create temporary artworks at RV Encampment Resolution or Safe RV Parking Sites;
- Interview experts, community leaders, and/or community service providers; and
- Research promising practices for integrating healing centered arts activities into community engagement, particularly when engaging with Persons Experiencing Homelessness.

At the end of this phase, Contractor will submit a draft Toolkit Outline, informed by these activities and research, that details Toolkit elements. Toolkit Outline should include an implementation plan, timeline, and budget.

Phase 2: Prototyping (July 6 – August 16, 2024)

During this phase, Contractor will prototype and field test various models and methods of implementation for the project. At the end of this phase, Contractor will submit a final Toolkit Outline that reflects lessons learned during prototyping and field testing. Final Toolkit Outline should include an updated implementation plan, timeline, and budget, if revisions have been made.

During this phase, Contractor may continue to:

- Attend project meetings with County Project Partners and other stakeholders;
- Attend community listening or town hall meetings about Pathway Home or Safe RV Parking;
- Visit Pathway Home or Safe RV Parking Sites; and
- Observe and/or support community engagement activities at Pathway Home or Safe RV Parking Sites.

Phase 3: Implementation (August 17, 2024 – January 3, 2025)

After review and approval by County Project Partners of the final Toolkit Outline, Contractor will design and execute the Toolkit.

During this phase, Contractor may continue to:

- Attend project meetings with County Project Partners and other stakeholders;
- Attend community listening or town hall meetings about Pathway Home or Safe RV Parking;
- Visit Pathway Home or Safe RV Parking Sites; and
- Observe and/or support community engagement activities at Pathway Home or Safe RV Parking Sites.

The Toolkit should include practical tools the County may use to integrate healing-centered arts, culture, and creativity into its community engagement practices, particularly when engaging vulnerable populations and disadvantaged communities, Persons Experiencing Homelessness, and persons living in and community members impacted by RV encampments. Toolkit should incorporate learnings that emerged during Phases 1 and 2; staff, community, and stakeholder input; and other promising practices.

Contractor will design the Toolkit to be published in PDF format for sharing electronically via the Internet and through email, as well as to be printed on a desktop. The Toolkit should adhere to best practices in accessibility for PDF documents and be readable on both desktop, laptop, and mobile devices. Contractor will only use royalty-free fonts.

In addition, Contractor will design a two-page summary document that succinctly explains the main components of the Toolkit, as a standalone piece.

Contractor will be responsible for managing all aspects of the design and execution of the Toolkit, ensuring its smooth and timely execution, and providing regular updates to Arts and Culture on its progress. County Project Partners must approve the final version of the Toolkit.

Phase 4: Closeout Documents (January 4 – January 31, 2025)

Contractor will submit final files of the Toolkit and 2-page summary document.

Contractor will submit a final report that documents the project's development and evolution, people engaged, and research conducted.

Other Tasks include, but are not limited to:

- General administration of the project including, but not limited to, provide brief monthly status updates that include key project decision points and activities.
- Prepare and manage the project budget.
- Develop and oversee production of outreach and engagement materials, if any.
- Document the process and individuals engaged.
- As needed, engage with stakeholders, County Supervisorial offices, and County staff.
- Communications:
 - Generate descriptive text of Toolkit for website and social media postings, press releases, fact sheets, and other communications needs.
 - Include logos of County Project Partners 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.

During all four phases, Contractor and Arts and Culture staff will meet via virtual meeting platform (e.g., Zoom or Microsoft Teams) or telephone for regular check-ins. Arts and Culture staff will offer necessary support and guidance to assist with project implementation.

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

All services, tasks, and/or deliverables pursuant to this Contract are subject to approval and acceptance by Arts and Culture’s Cross Sector Initiatives Sr. Manager (“Cross Sector Manager”). The Cross Sector Manager has the primary responsibility for successful project management of this artist 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.

BUDGET

The maximum all-inclusive project budget is \$50,000, which includes \$40,000 in artist fees and \$10,000 for all costs associated with the development and implementation of the project. Project costs are inclusive of all related expenses, such as printing, materials, training, equipment, video production, mileage, parking, etc. Contractor is responsible for insurance, and for managing the project budget and submitting invoices. No additional funding is provided.

Arts and Culture may elect to revise the budget to address changes in the Scope of Work, price, or any term and condition. Arts and Culture will have the sole option to extend the term of the residency for up to two (2) additional one-year terms, based on initially contracted rates, at the sole discretion of the Director of Arts and Culture or his/her designee, subject to performance, needs, and availability of additional funds.

DELIVERABLES AND PAYMENT SCHEDULE

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

Consultant may invoice up to ten thousand dollars (\$10,000) for project-related expenses allocated with approval by the Cross Sector Manager in advance and summary of items purchased, including materials, honorariums, fees for subcontractors and vendors, and other expenses including but not limited to parking and mileage. Receipts of expenses should be included with each corresponding invoice.

PHASE	DESCRIPTION OF DELIVERABLES AND TASKS	DUE DATE	AMOUNT
0	Contract Execution	April 19, 2024	\$3,000
1	Research; Toolkit Outline; Monthly Status Reports	July 5, 2024	\$7,000
2	Prototyping; Final Toolkit Outline; Monthly Status Reports	August 16, 2024	\$7,000
3.1	Midway progress update on implementation of the Toolkit; Monthly Status Reports	November 15, 2024	\$7,000
3.2	Final Toolkit and 2-page Summary Document are submitted	January 3, 2025	\$11,000
4	Final Report and Closeout Documents	January 30, 2025	\$5,000
Contractor will invoice for Project Related expenses as they occur.			\$10,000
TOTAL CONTRACT AMOUNT			\$50,000

INVOICING:

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

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