



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

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 _____ services for the
_____ project for the _____ 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 At the sole discretion of the County, the Term may be extended in the event of delays to
delivery milestones. Such an extension shall be memorialized in writing.

3 TOTAL CONTRACT SUM

The maximum payable amount for all services provided hereunder for the Initial Term shall not
exceed _____ (\$_____), 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

NAME+EMAIL 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 ____ 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.

- 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 OR 1 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 (if applicable)

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

CONTRACTOR

By: _____ Date: _____
Name
Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy County Counsel

EXHIBIT B - SCOPE OF WORK

1 PROJECT

2 BACKGROUND AND PROJECT DESCRIPTION

2.1 Background

2.2 Project Description

3 GENERAL REQUIREMENTS

- 3.1** (AS APPLICABLE) Understand and adhere to the safety requirements of the County while performing any services, as well as ensuring that any firms or individuals subcontracted with also adhere to these same safety requirements.
- 3.2** (AS APPLICABLE) Ensure all treatment performed on the artwork follows the American Institute for Conservation of Historic and Artistic Works (AIC) code of ethics and guidelines for practice.
- 3.3** (AS APPLICABLE) Remove all materials from the site daily. Leave the site in the same or better condition as found.
- 3.4** (AS APPLICABLE) Correct or revise any errors, omissions, or other deficiencies in Conservator's work, without additional compensation.
- 3.5** (AS APPLICABLE) Represent and warrant to the County that the conservation services will be free of defects in workmanship and materials, including inherent vice and portions deemed dangerous to the public, and that the Conservator will, at the Conservator's own expense, remedy any defects in the treatment of the artwork due to faulty workmanship or materials, or to inherent vice, which appear within a period of one (1) year from the date conservation is completed and accepted by the County.

4 TASKS AND DELIVERABLES (USE MILESTONES OR PHASES)

4.1 Phase/Milestone One

5 PAYMENT AND DELIVERABLES 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.

Milestone/Phase	Description of Tasks and Deliverables	Due Date	Amount
3.1			
3.2			

3.3			
3.4			
3.5			
Monthly			
Total Contract Amount			

6 INVOICING AND PAYMENTS

- 6.1** Contractor shall submit invoices in accordance with the Payment and Deliverables Schedule.
- 6.2** The Contractor's invoices should contain: Contractor's Los Angeles County Vendor ID number, the Contract number, and the Milestone/Phase or Deliverable number in accordance with the Payment and Deliverables Schedule, for which payment is claimed.
- 6.3** All invoices under this Contract should be emailed to the County Project Lead within ten (10) business days of the stated due date.
- 6.4** Requests for partial payment for deliverables must be confirmed in writing by the County Project Lead.
- 6.5** Arts and Culture, in their sole discretion, will determine when a deliverable under this Agreement is acceptable. The County will have no obligation to pay for deliverables Arts and Culture deems unacceptable. Approval for payment will not be unreasonably withheld.
- 6.6** The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 6.7** The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.
- 6.8** Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice. For more information on the County LSBE program, visit: <https://dcba.lacounty.gov/local-small-business-enterprise/>.