



**Los Angeles County Department of Arts and Culture
Consultant Agreement #AE-20 XXXX**

This Agreement ("Agreement") is entered into and effective as of _____ ("Effective Date"), by and between the County of Los Angeles ("County"), a body corporate and politic of the State of California, by and through its Los Angeles County Department of Arts and Culture ("Arts Department"), on the one hand, and:

VENDOR
VENDOR ADDRESS
VENDOR CITY, STATE, ZIP

Project: **FILL IN**

Contractor Fee: The maximum sum payable under the terms of this contract will be up to **Twenty Thousand dollars (\$20,000)** ("Contract Amount"). This amount is inclusive of all costs incurred by the Consultant related to or in performance of this contract.

Term: The term of this contract will begin when executed by all parties hereto, no earlier than **DATE** and it will end on **DATE**.

Insurance:

1. If Consultant will utilize a motor vehicle to perform any portion of the Scope of Work (Exhibit B), Consultant must obtain a policy of auto insurance that conforms to the requirements of Section 400 (Indemnification and Insurance) of the Standard Terms and Conditions attached hereto as Exhibit A ("Standard Terms"). The auto insurance policy limit must be equal to or exceed the California State minimum requirements for auto insurance liability.
2. In accordance with Section 400 (Indemnification and Insurance) of the Standard Terms, Consultant must obtain Commercial General Liability with the following minimum limits:

General Aggregate	\$1 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million
3. Notwithstanding Section 400 (Indemnification and Insurance) of the Standard Terms, Workers Compensation and Employers' Liability are not required for this Agreement.

It is further agreed that:

1. Consultant will keep all information which Consultant obtains related to the performance of this Agreement confidential, and will not disclose such information except where authorized by the County or as required by applicable law or court order.

2. **SUPERVISOR TITLE** will serve as primary contact for the County.
3. Invoicing
 - a) Services. "Services" include those tasks, meetings, services and deliverables identified in the Scope of Work attached hereto as Exhibit B.
 - b) Costs. "Costs" consist of expenses incurred by the Consultant related to or in the performance of this Agreement, including but not limited to mileage, professional development, expenses for office supplies.
 - c) The Consultant shall submit an invoice to Arts Department in the maximum amount of **two thousand dollars (\$2,000)** twice monthly, on the 15th and 30th day of each month, or on the next business day if these dates are a Saturday, Sunday or County holiday. Regardless of the amount invoiced, the Consultant shall be paid only for those Services actually performed. The Consultant shall be solely responsible for the payment of all Costs incurred.
4. The County will not pay interest or finance charges on any outstanding balance.
5. Time will be of the essence regarding Consultant's performance of the terms and conditions of this contract.
6. In consideration for Consultant's services hereunder, Arts Department shall allow Consultant to perform Consultant's function at the Arts Department offices at 1055 Wilshire Boulevard, Suite 800, Los Angeles, California 90017, provided space is available and Arts Department's offices are open in the ordinary course of business.
7. The Consultant agrees to be bound by the terms and conditions of this Agreement, and terms and conditions of Exhibit A ("Standard Terms and Conditions") and Exhibit B ("Scope of Work"), which are attached hereto and form a part of this contract. The Consultant warrants represents that Consultant has read and understands the terms and conditions set forth in Exhibit A and B hereto.
8. The Arts Department, in its sole discretion, will determine when a deliverable required under this contract is acceptable. The County will have no obligation to pay for deliverables the Arts Department deems unacceptable.
9. This contract may be terminated for convenience at any time, for any reason, or for no stated reason, by either Arts Department or the Consultant upon thirty (30) calendar days written notice sent to the other party, care of the address listed above. In the event of a litigation or other proceeding involving a dispute over the terms of this agreement, the court or arbitrator having jurisdiction over such litigation or proceeding will not construe this contract for or against either party based on which part drafted the agreement.
10. In the event of a dispute, a court must not construe this contract for or against either party based on which party drafted the contract.

11. Ownership of Materials: All materials created by Consultant 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. Consultant acknowledges that all services Consultant 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.

COUNTY OF LOS ANGELES

By: _____ Date: _____

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

CONSULTANT

By: _____ Date: _____

NAME
Title

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____ Date: _____

Deputy

SCOPE OF WORK

PROJECT: FILL IN

CONSULTANT DUTIES:

The VENDOR OR PROJECT TITLE works as part of the Arts Department's DIVISION team, reporting to the SUPERVISOR TITLE.

Key responsibilities include but may not be limited to:

FILL IN SCOPE OF WORK

Other Duties as assigned by the SUPERVISOR TITLE

All services, tasks, and/or deliverables pursuant to this Agreement are subject to approval and acceptance by the SUPERVISOR TITLE. The SUPERVISOR TITLE may refuse to approve or accept services, tasks, and/or deliverables performed by the Consultant which the Director of DIVISION determines, in the exercise of her reasonable discretion, are unacceptable or unsatisfactory.