



**Los Angeles County Department of Arts and Culture
Consultant Agreement #DV-YY XXXX**



This Agreement ("Agreement") is entered into and effective as of this day _____ ("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 and Culture"), on the one hand, and:

VENDOR
VENDOR ADDRESS
VENDOR CITY, STATE, ZIP

Project: Project Title

Contractor Fee: The maximum sum payable under the terms of this contract will be up to **Agreement Amount (\$X,XXX)**. ("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 and name the County as an additional insured, and provide limits of not less than the following:

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

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. The Staff Title will serve as primary contact for the County and contractor name, Title, will serve as the primary contact for the Consultant.
3. Consultant will submit billing statements in conjunction with the deliverables detailed in Exhibit B, "Scope of Work".
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. 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 represents that Consultant has read and understands the terms and conditions set forth in Exhibit A and B hereto.
- 7. Arts and Culture, 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 Arts and Culture deems unacceptable.
- 8. This contract may be terminated for convenience at any time, for any reason, or for no stated reason, by either Arts and Culture or the Consultant upon thirty (30) calendar days written notice sent to the other party, care of the address listed above.
- 9. 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. 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
Consultant

APPROVED AS TO FORM:
ROD SILVA-CASTRO
County Counsel

By: _____
Deputy Counsel

[Project]
Exhibit C
SCOPE OF WORK

BACKGROUND

PROJECT OVERVIEW AND TIMELINE

The Consultant will complete the tasks and subtasks listed below, and provide the deliverables listed.

Task #1 –

Upon execution of contract – [DATE]:

- [TASK]
- [TASK]
-

Deliverables: [Work Products]

COMMUNICATION AND REPORTING

Consultant and Arts and Culture staff will meet [TIMEFRAME] to assess progress and to ensure benchmarks are met during the specified time frame.

Consultant will complete [#] written progress reports, to be delivered [DATE]. The written report forms, provided by Arts and Culture, will address the project's status, including accomplishments and challenges and the progress made toward meeting the project metrics. The progress report will require the following attachments:

- [DOCUMENTATION]

CREDIT AND ACKNOWLEDGEMENT

Consultant will acknowledge the [PROJECT] ("Project") in all digital and print communications, promotional, press and product materials as follows:

"[PROJECT] is a [CREDIT LANGUAGE]"

Consultant will submit all digital and print materials featuring the logo to the Arts and Culture's Director of Communications for review and approval before finalizing, printing or distributing.

EXPENSES

Consultant will provide all equipment, tools and supplies necessary to perform the above services, and will be responsible for all other expenses required for the performance of those services. Travel expenses are also the responsibility of Consultant and will not be provided in addition to this contract amount.

OWNERSHIP OF DATA COLLECTION INSTRUMENTS *[only if research/evaluation project]*

The parties acknowledge and understand that this Agreement requires the Consultant to create, prepare, develop and/or build certain instruments, models, surveys and/or tools for the purposes of

collecting, compiling, analyzing, evaluating, and/or manipulating data and information (collectively, "Data Collection Instruments"). The parties agree that the County shall own all right, title, and interest, including copyright, in and to the Data Collection Instruments. The County, desiring that the Data Collection Instruments be widely used and disseminated in order to assist public agencies and arts-oriented organizations to advance the goals of their arts programs both within the County and elsewhere, agrees to make such Data Collection Instruments available to Consultant and the general public subject to a license in a form and format as prescribed by Creative Commons (creativecommons.org). The Data Collection Instruments shall under no circumstances be interpreted to include the data or information collected, compiled, analyzed, evaluated or manipulated by the Consultant pursuant to this Agreement, which data and information shall remain or become the exclusive property of the County as set forth in Section 603 ("Records/Data") of the Standard Terms and Conditions attached as Exhibit A to this Agreement.

Deliverables must comply with Arts and Culture’s Research and Evaluation Quality Assurance Process (Attachment C).

DELIVERABLES AND PAYMENT SCHEDULE

Consultant shall adhere to the deliverable schedule outlined below. Adjustments to the timeline may be made upon mutual written agreement between Consultant and Arts and Culture. Payment is contingent upon acceptable completion of each deliverable. Arts and Culture will approve all deliverables. Arts and Culture can request additional information or changes to a submitted deliverable to bring it into conformance with the requirements of the contract.

Deliverables	Deadline	Payment
Consultant will: <ul style="list-style-type: none"> Complete Task 1 and submit X 	To be completed by [Date]	Upon acceptable completion, submit <i>itemized invoice #1</i> for \$ [XX.XX]
Consultant will: <ul style="list-style-type: none"> 	To be completed by [Date]	Upon acceptable completion, submit <i>itemized invoice #2</i> for \$ [Date]
Total		\$ [XX.XX]

INVOICING

Invoice shall be sent to [Staff Email], and shall include the following language and be signed by the Consultant.

As per Contract #DV-XX XXXX, [Vendor] requests payment #[x] in the amount of \$X,XXX.