

**Los Angeles County Arts Commission
Civic Art Creative Services Consultant Agreement**

This Creative Services Consultant Agreement ("Agreement") is entered into and effective as of this ___ day of _____ 2016 ("Effective Date"), by and between the County of Los Angeles ("County"), a body corporate and politic and a political subdivision of the State of California, by and through its Los Angeles County Arts Commission ("Commission"), on the one hand, and:

Name:

Address:

City, State, ZIP:

("CONSULTANT"), on the other hand for services to be provided as set forth herein.

Project: Creative Strategist Artist-in-Residence for **Dept Name**

Contractor Fee: The maximum sum payable under the terms of this contract will be up **to fifty thousand twenty dollars (\$50,020)** ("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 **March 1, 2019, and it will end on July 30, 2019.**

Insurance:

1. If CONSULTANT will utilize a motor vehicle to perform any portion of the Scope of Work (Attachment 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 Attachment 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	\$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. All information supplied to Consultant will be kept in confidence, to the extent allowed by applicable law.
2. Deputy Director of Civic Art, [name], 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 C.
 - b) Costs. "Costs" consist of expenses incurred by the Artist related to or in the performance of this Agreement, including but not limited to mileage, professional development, expenses for office supplies.
 - c) Once contract is executed and upon agreed upon start date, the Artist will submit an invoice to Commission in the maximum amount **three thousand three hundred thirty five dollars (\$3,335)** monthly, on the 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 Artist shall be paid only for those Services actually performed. The Artist shall be solely responsible for the payment of all Costs incurred.
 - d) **Artist may invoice up to** ten thousand dollars (\$10,000) for art related expenses allocated with approval by the Deputy Director in advance and summary of items purchased including materials and labor.
4. The County will not pay interest or finance charges on any outstanding balance.
5. Time will be of the essence regarding Artist's performance of the terms and conditions of this contract.
6. In consideration for Artist's services hereunder, Commission has an understanding with the **Name of Dept** that shall allow Artist to perform Artist's function at the LA County **Dept Name** office at **address of work site**.
7. The Artist agrees to be bound by the terms and conditions of this Agreement, and terms and conditions of Exhibit A ("Standard Terms and Conditions"), Exhibit B Addition to Standard Terms and Conditions, Exhibit C ("Scope of Work"), Exhibit D Indirect Hire Survey which are attached hereto and form a part of this contract. The Artist warrants represents that Artist has read and understands the terms and conditions set forth in Exhibit A, B, C and D hereto.
8. Commission, 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 Commission deems unacceptable.
9. This contract may be terminated for convenience at any time, for any reason, or for no stated reason, by either Commission or the Artist 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 Artist 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. Artist acknowledges that all services Artist 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: _____

_____, Executive Director
Los Angeles County Arts Commission

ARTIST

By: _____ Date: _____

Artist Name
Artist

APPROVED AS TO FORM:

_____.
County Counsel

By: _____ Date: _____

_____, Deputy County Counsel

Scope of Work Exhibit C

SCOPE OF WORK

PROJECT: Creative Strategist Artist-in-Residence (CS-AIR) for Registrar-Recorder (RR) Voting Solutions for All People Initiative (VSAP).

In June 2017 the LA County Board of Supervisors unanimously approved a [motion](#) to fund the placement of artists, arts administrators or other creative workers who are representative of diverse constituencies in paid positions as creative strategists in County departments to develop innovative solutions to social challenges. The LA County Arts Commission (LACAC) manages implementation of the Creative Strategist Artist-in-Residence (CS-AIR). This project is part of the Cultural Equity and Inclusion Initiative (CEII), a County initiative designed to ensure that everyone has access to arts and culture, and to improve inclusion in the wider arts ecology for all residents in every community.

This CS-AIR is a year-long artist-in-residence that embeds an artist as creative strategist and art maker into the LA County Registrar-Recorder's Office (RR). The RR is responsible for registering voters, maintaining voter files, administering federal, state, local and special elections, and verifying initiatives, referenda and recall petitions. LA County, with more than 500 political districts and 5.2 million registered voters, is the largest and most complex county election jurisdiction in the US. The RR provides voter registration forms in 10 different languages in compliance with federal and state laws: Chinese, English, Hindi, Japanese, Khmer, Korean, Spanish, Tagalog, Thai and Vietnamese.

In 2009, the RR launched the Voting Systems Assessment Project (VSAP). This innovative project seeks to develop a completely new voting experience for LA County voters, an experience that focuses on the needs and preferences of voters themselves. The department is currently in the procurement and manufacturing phase of the project and is rolling out a strategic implementation plan for the new voting experience. A large part of this effort includes developing and executing a communications strategy to educate more than 5.2 million voters in the County about new voting options and processes. Now that the project is in the implementation phase, it is known as Voting Solutions for all People.

The goal of the VSAP is to implement a new voting experience that meets the needs of the County's diverse electorate, while navigating a complex regulatory environment.

The artist will be embedded in the Media, Communication and Creative Services section to work collaboratively in formulating and implementing a creative strategy for marketing and educating Los Angeles County residents about VSAP. The CS-AIR will play an important role as an interpreter or bridge to communicate between the County and community. Through an iterative process and cultural research, the CS-AIR will develop artistic interventions, approaches, strategies and engagement plans that outline programmatic activities to raise awareness of an improved voting experience that is inclusive to all.

The CS-AIR will develop and produce marketing collateral and artwork to engage civic discourse around VSAP goals. These activities will address multi-layered community objectives by using creative methods to engage staff, volunteers and the electorate in VSAP implementation and awareness building. Activities will include both community - and artist-initiated projects, workshops and convenings, happenings, events and site-specific artworks. The CS-AIR will work with LACAC and RR/CC to develop an evaluation plan. CS-AIR will

document the process, approach and lessons learned to help transform County practices and responsiveness.

ARTIST DUTIES: The Deputy Director of Civic Art has the primary responsibility for successful project management for the CS-AIR. This contract position works closely with a team from both LACAC and RR, as well as independently to develop, plan and implement civic art projects that meet the goals of the CS-AIR VSAP Initiative.

OVERVIEW: The Artist will serve as a Creative Strategist — cultural observer, creative interpreter, social practice artist and art maker on the RR's VSAP team. The Artist will be embedded in the RR and work with other County departments and stakeholders in formulating and implementing engagement strategies for VSAP. The CS-AIR will conduct field research and identify community assets and barriers to the voting system, communications and access. This research process will reveal the social, political and economic dynamics at play and the CS-AIR will play an important role as an interpreter or bridge to communicate between the County and community. Through an iterative process, the CS-AIR will develop artistic interventions, approaches, strategies and engagement plans that outline programmatic activities to raise awareness of VSAP and the subsequent launch of the new system.

This Scope of Work establishes a preliminary schedule for contract implementation. The schedule may change after execution of the contract. The Deputy Director will notify the Artist of schedule changes. Schedule changes will be mutually agreed upon by both Parties. Time is of the essence and Artist shall complete the services described in this Agreement in accordance with the mutually agreed upon schedule.

Key responsibilities, include but may not be limited to:

- Plan, strategize and execute cultural research related to VSAP and its constituency.
- Generate text for above projects for digital communication platforms and press releases.
- Interface with internal and external stakeholders, Supervisorial deputies and Department heads and staff, as necessary, to plan and implement VSAP Initiative activities.
- Coordinate events.
- Assist with promotion, marketing, outreach and technical assistance initiatives of the VSAP Initiative.
- Respond to inquiries from the general public and County staff regarding CS-AIR, VSAP and the Cultural Equity and Inclusion Initiative.
- Prepare and manage the analysis and preparation of AIR budget and reports and assist in the maintenance of budgets and reports.
- Ensure compliance with LACAC and Los Angeles County policies, procedures and guidelines.
- Analyze the outcomes and effectiveness of CS-AIR VSAP Initiative outreach and communications programs and services and make recommendations to strengthen

operations, including the development of new tools and systems, as well as new methods and procedures.

- Provide staff support for VSAP meetings.
- Provide technical and administrative support to consultants performing services or studies that impact related programming, marketing, funding and community outreach.
- Develop education and outreach materials for related programs and projects and oversee coordination of special events and initiatives of VSAP.
- Represent the LACAC Creative Strategist with individual artists, arts organizations, at public events and meetings, and make public presentations at program related events and workshops.
- Reporting and Communications: The interface with Board offices and Departments through standard public art practices requires accountability, communications tools, reports, meetings, site visits and studio visits such as the following.
 - Stay current on and employ LACAC protocol and procedures as provided, developed and/or revised.
 - Attend public events, as applicable to the VSAP Initiative.
 - Notify the Deputy Director of activities and/or other key project meetings.
- Administration: For reporting and communications purposes, such as, but not limited to: prepare status reports, record project decision points and meeting notes, generate text for project for web postings, press releases, fact sheets and communications purposes, utilizing County critical path protocol, prepare project status reports, attend staff meetings.
- Other duties as assigned by the Deputy Director of Civic Art.
- All services, tasks, and/or deliverables pursuant to this Agreement are subject to approval and acceptance by the Deputy Director of Civic Art, The Deputy Director of Civic Art may refuse to approve or accept services, tasks, and/or deliverables performed by the Artist which the Deputy Director of Civic Art determines, in the exercise of her reasonable discretion, are unacceptable or unsatisfactory.