



NOTICE OF A MEETING

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**Arts and Culture Deputies Meeting
Thursday, July 22, 2021
3:00 p.m. – 4:30 p.m.**

Public Comment for Teleconference Meetings: You may provide written public comments by email to mmoret@arts.lacounty.gov no later than 5 p.m. the day before the scheduled meeting. Please include the agenda item and meeting date in your correspondence. All correspondence received shall become part of the official record.

AGENDA

1. Board Letter: Sole Source Agreement with Los Angeles County Office of Education
2. Board Letter: Acceptance of Grant Award of \$700,000 from Perenchio Foundation
3. COVID-19 Response and Recovery
4. Native American Indian Commission Presentation
5. General Updates
6. Next Meeting – August 26
7. Public Comment

SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
- Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date

**BOARD LETTER/MEMO – FACT SHEET
ARTS DEPUTIES**

ARTS DEPUTIES AGENDA REVIEW DATE	7/22/2021	
BOARD MEETING	8/10/21	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Arts and Culture	
SUBJECT	Board Letter: Sole Source Agreement with Los Angeles County Office of Education	
PROGRAM	Arts Education	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: LACOE is a government entity that Arts and Culture works with, the Sole Source is to allow that work.	
DEADLINES/ TIME CONSTRAINTS	<p>Since 2015, the Department of Arts and Culture has worked in partnership with LACOE’s Center for Distance and Online Learning (CDOL) to develop and implement the Technology Enhanced Arts Learning (TEAL) professional development program. The most recent iteration of TEAL offers current and pre-service TK-6 educators a series of in-person trainings and online resources focused on integrating the arts, social-emotional learning (SEL) and healing-informed practices into the teaching of other core subjects (e.g. language arts, math, science, social studies). This approach allows educators to embed arts-based learning into classroom curriculum while improving both academic and social-emotional outcomes for students. Through a blend of distance and in-person learning, educators can deepen their teaching and student engagement practices, no matter where they live or work in the County.</p>	
COST & FUNDING	Total cost: \$700,000	Funding source: Perenchio Foundation 2-year grant
	TERMS (if applicable): Contained in the attached Agreement.	
	Explanation: A grant from the Perenchio Foundation will provide funding needed to deliver the TEAL program in Fiscal Year 2021-22 as a key implementation strategy of the new Arts Education Blueprint.	
PURPOSE OF REQUEST	Allowing Arts and Culture to contract with LACOE would enhance current services by allowing up to 400 educators across 20 school districts to participate in professional development that builds their capacity to provide culturally relevant, integrated arts instruction for all students.	
BACKGROUND (include internal/external issues that may exist)	On October 13, 2020 the Board of Supervisors unanimously adopted Los Angeles County’s New Regional Blueprint for Arts Education (Arts Education Blueprint). Building on nearly two decades of work and drawing input from over 600 stakeholders, the Arts Education Blueprint presents an expanded approach with strategies that reach beyond school to include:	

	<ul style="list-style-type: none"> • arts instruction for all students, across all grade levels, in all public schools; • expanded opportunities for arts education after school; • year-round community-based arts learning; • access to careers in the creative economy; • arts-based programs and services, provided in collaboration with multiple County departments, that support children, youth and families; and • a prioritization of historically underserved populations. <p>To achieve these aims within public education, the Arts Ed Collective offers LA County school districts and charter networks a continuum of services to increase the quality, quantity and equity of arts instruction in their schools.</p> <p>Since 2015, the Department of Arts and Culture has worked in partnership with LACOE’s Center for Distance and Online Learning (CDOL) to develop and implement the Technology Enhanced Arts Learning (TEAL) professional development program. The most recent iteration of TEAL offers current and pre-service TK-6 educators a series of in-person trainings and online resources focused on integrating the arts, social-emotional learning (SEL) and healing-informed practices into the teaching of other core subjects (e.g. language arts, math, science, social studies). This approach allows educators to embed arts-based learning into classroom curriculum while improving both academic and social-emotional outcomes for students. Through a blend of distance and in-person learning, educators can deepen their teaching and student engagement practices, no matter where they live or work in the County.</p>
<p>DEPARTMENTAL AND OTHER CONTACTS</p>	<ul style="list-style-type: none"> • Heather Rigby, Chief Deputy, 323-336-3122, HRigby@arts.lacounty.gov • Brandon Turner, Administrative Deputy, 323-527-4358, BTurner@Arts.lacounty.gov • Megan Moret, Board Liaison, 213-469-1163, MMoret@arts.lacounty.gov



**COUNTY OF LOS ANGELES
DEPARTMENT OF ARTS AND CULTURE**

1055 Wilshire Boulevard, Suite 800
Los Angeles, CA 90017
Tel (213) 202-5858
www.lacountyarts.org

KRISTIN SAKODA, Director

August 10, 2021

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Dear Supervisors:

**SOLE SOURCE AGREEMENT WITH LOS ANGELES COUNTY
OFFICE OF EDUCATION
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Arts and Culture intends to enter into agreements with the Los Angeles County Office of Education (LACOE) to sustain and expand implementation of the Technology Enhanced Arts Learning (TEAL) project.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of Arts and Culture (Director), or her designee, for a period of two years to execute sole source agreements substantially similar to ATTACHMENT I with LACOE for continued development and implementation of the Technology Enhanced Arts Learning (TEAL) project. Said agreements shall be for an initial term not to exceed two years, with the Director's authority to exercise an option to extend said agreements for two one-year extensions, and the total amount of said agreements combined shall not exceed \$700,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2002, the Los Angeles County Board of Supervisors launched the Los Angeles County Arts Education Collective (Arts Ed Collective) as a regional effort to restore the arts in public education. The Arts Ed Collective is coordinated by the Los Angeles County Department of Arts and Culture, implemented in partnership with the LA County Office of Education and recognized as a national model of collective impact in arts education. Starting with just one school district in each Supervisorial District nearly two decades ago, the Arts Ed Collective now includes a robust coalition – that represents 73 school districts, five charter school networks, a half-dozen County agencies, and hundreds of community-based organizations, teaching artists, educators, philanthropists, and advocates – all working toward the shared goal that every young person in LA County engages in the arts all year, every year, because the arts are fundamental to human growth and development. The Countywide initiative is guided by a Leadership Council and an

active Funders Council which continues to invest in this public-private partnership.

In April 2018, by vote of your Board, LA County became the first local government in California to formally adopt the Declaration of Students' Rights to Equity in Arts Learning, recognizing the importance of arts education for all students regardless of race, culture, religion, national origin, place of residence, socio-economic or legal status. With a renewed focus on equity and inclusion and a continuing vision that high quality arts instruction is an essential part of a well-rounded public education, the Board of Supervisors identified the need for an updated regional plan for arts education to reflect the current priorities and educational landscape of LA County.

On October 13, 2020 the Board of Supervisors unanimously adopted Los Angeles County's New Regional Blueprint for Arts Education (Arts Education Blueprint). Building on nearly two decades of work and drawing input from over 600 stakeholders, the Arts Education Blueprint presents an expanded approach with strategies that reach beyond school to include:

- arts instruction for all students, across all grade levels, in all public schools;
- expanded opportunities for arts education after school;
- year-round community-based arts learning;
- access to careers in the creative economy;
- arts-based programs and services, provided in collaboration with multiple County departments, that support children, youth and families; and
- a prioritization of historically underserved populations.

To achieve these aims within public education, the Arts Ed Collective offers LA County school districts and charter networks a continuum of services to increase the quality, quantity and equity of arts instruction in their schools.

Since 2015, the Department of Arts and Culture has worked in partnership with LACOE's Center for Distance and Online Learning (CDOL) to develop and implement the Technology Enhanced Arts Learning (TEAL) professional development program. The most recent iteration of TEAL offers current and pre-service TK-6 educators a series of in-person trainings and online resources focused on integrating the arts, social-emotional learning (SEL) and healing-informed practices into the teaching of other core subjects (e.g. language arts, math, science, social studies). This approach allows educators to embed arts-based learning into classroom curriculum while improving both academic and social-emotional outcomes for students. Through a blend of distance and in-person learning, educators can deepen their teaching and student engagement practices, no matter where they live or work in the County.

In response to growing demand from school districts, TEAL aims to fully implement a new component in 2021-2022 that incorporates anti-racist pedagogy into classrooms by integrating CASEL's (the Collaborative for Academic, Social, and Emotional Learning's) Transformative SEL Framework into arts instruction. The Department has developed successful and longstanding relationships with private philanthropy that leverage County investments. A grant from the Perenchio Foundation will provide funding needed to deliver the TEAL program in Fiscal Year 2021-22 as a key implementation strategy of the new Arts Education Blueprint.

Arts and Culture will work with CEO and County Counsel to execute the Contract.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness/Fiscal

Sustainability, of the County's Strategic Plan.

This action supports County Strategic Plan Goal No. II (Foster Vibrant and Resilient Communities), Strategy 11.2.2 (Expand Access to Recreational and Cultural Opportunities) as Arts and Culture works to support goals of increasing youth access to the arts through implementation and expansion of professional development for K-6 teachers that builds their capacity to provide culturally relevant, integrated arts instruction for all students.

FISCAL IMPACT/FINANCING

There is no Net County Cost impact - contracts will be funded by previously approved grant funds from the Perenchio Foundation and other philanthropic partners, as needed. Arts and Culture will submit an adjustment to the CEO in the FY 2021-22 Supplemental Budget phase to budget for initial contract(s) (not to exceed \$700,000).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended sole source agreements are not subject to CEQA because such activity is excluded from the definition of a project as an administrative activity by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Allowing Arts and Culture to contract with LACOE (ATTACHMENT I) would enhance current services by allowing up to 400 educators across 20 school districts to participate in professional development that builds their capacity to provide culturally relevant, integrated arts instruction for all students.

CONCLUSION

Upon approval of this Board Letter, Arts and Culture will enter into contracts with LACOE to implement the Technology Enhanced Arts Learning (TEAL) project.

Should you have any questions, please contact, please contact Kristin Sakoda, Director at ksakoda@arts.lacounty.gov, or Brandon Turner, Administrative Deputy, at bturner@arts.lacounty.gov.

Respectfully submitted,



KRISTIN SAKODA
Director

KS/HR/DG/BT

ATTACHMENT I

c: Chief Executive Office
County Counsel



Los Angeles County Department of Arts and Culture
Contract #AE-22 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:

LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 IMPERIAL HIGHWAY
DOWNEY, CA 90242

Project: Technology Enhanced Arts Learning (TEAL) Project

Fee: The maximum sum payable under the terms of this contract will be up to **Three Hundred Thousand dollars (\$300,000)**. ("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 the execution of this agreement and it will end on June 30, 2022.

Insurance:

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.

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. Elisabeth Nails, Arts Education and Youth Development Program Associate will serve as the primary contact for the County and Dotti Ysais, Project Director, Center for Distance and Online Learning, will serve as the primary contact for the Consultant.
3. Consultant shall submit invoices in conjunction with the deliverables detailed in the Scope of Work attached hereto as Exhibit B.
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 Agreement.
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 warrants 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: The parties acknowledge and understand that this Agreement requires the Consultant to create, prepare, develop and/or build certain curriculum plans, presenter templates, content modules, designs, graphics, displays, still images, moving images, videos, computer files, data, hardware and/or software, (collectively, "Curriculum Assets"). The parties agree that the County shall own all right, title, and interest, including copyright, in and to the Curriculum Assets. The County, desiring that the Curriculum Assets be widely disseminated in order to assist public agencies and arts-oriented organizations in advancing arts education both within the County and elsewhere, agrees to make such Curriculum Assets available to Consultant subject to a license in a form and format as prescribed by Creative Commons (creativecommons.org). The Curriculum Assets shall under no circumstances be interpreted to include the data or information collected, compiled, analyzed 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.
11. The Consultant shall acknowledge the Arts Ed Collective and the LA County Department of Arts and Culture in materials, on websites, and announcements as further described in Exhibit B to this Agreement. Arts and Culture may request acknowledgement of a specific funder in addition to the credit acknowledgement.

COUNTY OF LOS ANGELES

By: _____ Date: _____
Kristin Sakoda, Director
Los Angeles County Department of Arts and Culture

CONSULTANT

By: _____ Date: _____
Patricia Smith, Chief Financial Officer
Los Angeles County Office of Education

APPROVED AS TO FORM:

ROD CASTRO-SILVA
Acting County Counsel

By: _____
Deputy



EXHIBIT A

STANDARD TERMS AND CONDITIONS

**COUNTY OF LOS ANGELES
CONSULTANT SERVICES AGREEMENT**

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STANDARD TERMS AND CONDITIONS

COUNTY OF LOS ANGELES CONSULTANT SERVICES CONTRACTS

§ 100. DEFINITIONS. For purposes of the Agreement, including all Exhibits/Attachments thereto, the following definitions shall govern its interpretation:

§ 101. “Agreement” shall mean the agreement by and between the Consultant and the County of Los Angeles, a body politic and corporate, which agreement shall include the primary document and all exhibits/attachments and/or documents referenced therein.

§ 102. “Auditor-Controller” shall mean the Auditor-Controller of the County of Los Angeles and/or his designee.

§ 103. “Department” shall mean the County of Los Angeles Department of Arts and Culture .

§ 104. “Consultant” shall mean the agency or individual contracting with the County under the terms and conditions of this Agreement, including Consultant’s employees, agents, assigns, contractors, subcontractors, and anyone else involved in any manner in the exercise of the rights therein given to the Consultant.

§ 105. “Contract Amount” shall mean the fees or payment agreed to be paid by the County for consultant services as set forth in the Agreement.

§ 106. “County” shall mean the County of Los Angeles.

§ 107. “Director” shall mean the Director of the Department of Arts and Culture and/or her designee.

§ 108. “Services” shall mean the services identified in the primary document of this Agreement, or as more specifically set forth in an appropriate exhibit or attachment thereto.

§ 109. “State” shall mean the State of California.

§ 200. ASSURANCES/CERTIFICATIONS. The Consultant provides the following assurances and certifications, and agrees to the following terms:

§ 201. Compliance with Laws. The Consultant certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Agreement are incorporated by this reference. The County reserves the right to review the Consultant’s policies and procedures to ensure compliance with such laws, rules, regulations, ordinances, and directives, as applicable. The Consultant shall indemnify and hold the County, its officers, employees and agents harmless from any loss, damage or liability resulting from a violation by the Consultant, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

§ 202. Copyrights/Privacy Rights. The Consultant shall neither violate nor infringe upon any copyright, right of privacy, or other statutory or common law right of any person, firm or corporation, nor, if authorized to do radio or television broadcasts

pursuant to amendment hereto, violate the rules and regulations of the Federal Communications Commission or the Code of Good Practices of the National Association of Broadcasters. Further, the Consultant will not defame or harm the reputation of any person, firm or corporation as a result of entering into this Agreement. The Consultant shall indemnify, defend and hold the County, its officers, employees and agents harmless from any sanctions or other liability which may be assessed against the County by reason of the Consultant's failure to comply with the foregoing.

§ 203. Nondiscrimination and Assurance of Compliance with Civil Rights.

(a) The Consultant assures and certifies that all persons employed by it, its affiliates, subsidiaries or holding companies, if any, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of America and the State as they now exist or may hereafter be amended.

(b) Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, national origin, condition of physical or mental disability, marital status or political affiliation. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) Consultant hereby assures that it will comply with the Civil Rights Act of 1964, 42 USC §§ 2000e through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

(d) To the extent applicable, Consultant shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable anti-discrimination laws and regulations of the United States and the State as they now exist or may hereafter be amended.

(e) Consultant shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the Director.

(f) If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that Consultant has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Consultant has violated the anti-discrimination provisions of this Agreement.

(g) The parties agree that in the event Consultant violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Ten

Thousand Dollars (\$10,000) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

§ 204. Wage and Hour Laws. To the extent applicable, the Consultant assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The Consultant shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the Consultant's employees for which the County may be found jointly or solely liable.

§ 205. Safety and Working Conditions. (a) To the extent applicable, the Consultant shall comply with the provisions of the federal Occupational Safety and Health Act of 1970, as amended (29 USC § 651 et seq.) and the California Occupational Safety and Health Act and successor statutes, as well as other applicable health and safety statutes, ordinances, regulations and rules. Consultant assures that no employee will be required or permitted to work under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

(b) Consistent with this **§ 205** and to the extent applicable, Consultant agrees that it shall comply with section 3203 of title 8 in the California Code of Regulations which requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

(c) In addition to other requirements set forth herein, Consultant certifies that it shall, at its own expense, provide its employees all necessary general and specific training with respect to safety and working conditions and provide its employees with all required personal protective equipment necessary to perform services under this Agreement.

§ 206. Employment Eligibility Verification. (a) To the extent applicable, the Consultant warrants and certifies that it fully complies with all federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the Agreement are eligible for employment in the United States. The Consultant shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Consultants failure to comply with the foregoing.

(b) The Consultant represents that he/she has secured and retained all required documentation verifying employment eligibility of its personnel, if any. The Consultant shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this Agreement, in accordance with applicable provisions of law.

§ 207. Drug Free Workplace Compliance. The Consultant hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code § 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98 commencing with §98.600), as applicable.

§ 208. Conflict of Interest/Contracts Prohibited. (a) The Consultant represents and warrants that no County employee, whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Consultant, or shall have any direct or indirect financial interest in this Agreement.

(b) The Consultant represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this Agreement will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this Agreement or who subsequently becomes affiliated with the Consultant in any capacity shall not participate in the provision of Services provided under this Agreement or share in the profits of Consultant earned for a period of one year from the date he/she separated from County employment.

§ 209. Lobbying. The Consultant certifies that it is familiar with the County Lobbyist Ordinance (Los Angeles County Code Chapter 2.160) and that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Consultant is familiar with and have complied with, and will continue to comply with, the County Lobbyist Ordinance (Los Angeles County Code Chapter 2.160). Failure on the part of any County lobbyist retained by Consultant to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

§ 210. County Layoffs. (a) Should the Consultant require additional or replacement personnel after the effective date of this Agreement, the Consultant agrees, to the extent that it does not conflict with federal or state laws or any preexisting Collective Bargaining Agreement, to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Agreement.

(b) Employment offers to qualified County employees shall be under the same conditions and rate of compensation that apply to other individuals who are employed or may be employed by Consultant.

(c) Consultant shall maintain records of each employment offer made to qualified County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

§ 211. GAIN/GROW Program Participants. (a) Should the Consultant require additional or replacement personnel after the effective date of this Agreement, the Consultant agrees, to the extent that it does not conflict with federal or state laws or any preexisting Collective Bargaining Agreement, to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. Upon request from Consultant, the County will refer GAIN/GROW participants by job category to the Consultant for consideration.

(b) In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

(c) Notwithstanding § 210 and § 211 of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

§ 212. Covenant Against Contingent Fees. (a) Consultant certifies and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fees.

(b) For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fees. This right shall be in addition to any other legal remedy available to the County.

§ 213. Warranty of Adherence to County's Child Support Compliance Program. (a) Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) To the extent required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement and comply with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Unless otherwise exempt by County Code section 2.200.040, failure to comply with such reporting requirements, or failure to implement and comply with lawfully served wage and earnings assignment orders or notices of assignment, shall constitute a default under this Agreement, and failure to cure the default within ninety (90) days of notice by the County shall subject the Agreement to termination.

(c) Unless otherwise exempt under Los Angeles County Code section 2.200.040, failure to comply with the provisions of this § 213 may be cause for debarment.

§ 214. Debarment and Suspension. (a) The Consultant certifies that it has not been subject to debarment and/or suspension under any federal (29 CFR Part 98), State or local program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than execution of this Agreement by Consultant.

(b) **Responsible Contractor.** A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Consultant is hereby notified that, in accordance with County Code Chapter 2.202, as may be amended from time to time, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Consultant may have with the County.

(d) **Non-Responsible Contractor.** The County may debar Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Consultant may be subject to debarment, the County will notify the Consultant in writing of the evidence that is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

(3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) **Subcontractors.** This § 214 shall also apply to subcontractors of County contractors, if any.

§ 215. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this Agreement, the Consultant certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

§ 216. Prohibited Activity. To the extent applicable, the Consultant represents and warrants that it will not engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. The Consultant agrees to comply with the provision of the federal Hatch Act and with Section 675e of Subtitle B of Title VI of Public Law 101-121 (31 USC § 1352) which prohibits use of federal funds to influence the award of federal contracts or grants.

§ 217. Protection Against Fraud and Abuse. The Consultant (including its employees and agents), in performing all obligations under the terms of this Agreement, assures that it perform services in a manner which safeguards against fraud and abuse. The Consultant agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Consultant, its officers, employees and agents of this section.

§ 218. Authorization Warranty. The Consultant represents and warrants that the person executing this Agreement on behalf of the Consultant is an authorized agent who has actual authority to bind Consultant to each and every term, condition, and obligation set forth in this Agreement, and that all requirements of Consultant have been fulfilled to provide such actual authority.

§ 219. Employee Jury Duty Service Program. (a) **Jury Service Program.** This Agreement is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service" ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(b) **Written Employee Jury Service Policy.** (1) Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this **§ 219**, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of a Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary service of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this **§ 219**. The provisions of this **§ 219** shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Contractor" or if Consultant no longer qualifies for any exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the term of the Agreement and at its sole discretion, that Consultant demonstrate to the County's satisfaction that

Consultant either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Consultant continues to qualify for any exception to the Program.

(4) Consultant's violation of this **§ 219** may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Consultant for the award of future County agreements for a period of time consistent with the seriousness of the breach.

§ 220. Notice to Employees Regarding Safely Surrendered Baby Law. The Consultant shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached to this **Exhibit A** of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

§ 300. INDEPENDENT STATUS

§ 301. Independent Contractor. (a) The Consultant shall at all times be acting as an independent contractor. This Agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Consultant. Consultant understands and agrees that all of Consultant's personnel are employees solely of the Consultant and not of the County for purposes of workers' compensation liability.

(b) To the extent Consultant is and intends to remain an individual consultant during the term of this Agreement, and as such has no employees and no corporate or other organizational structure, the County and Consultant agree that any provisions of this Agreement, including its Exhibits, which pertain to actions or responsibilities regarding employees or corporate or other business organizations and which would not otherwise be applicable to individual contractors, shall not apply to Consultant. In the event Consultant, during the term of this Agreement, hires employees or changes his or her organizational structure from that of an individual consultant, Consultant shall immediately notify the County of such change and all provisions of the Agreement shall thereafter apply to the Consultant.

§ 302. No Authority to Bind County. As an independent contractor and except as otherwise expressly provided in the Agreement, Consultant has no power or authority to bind the County to any obligations, agreements, or contracts.

§ 303. Requisite Skills. The Consultant represents and warrants to the County, and County relies on such representation and warranty, that the Consultant (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. The County and the Consultant understand and agree that the Consultant is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by the County pursuant to this Agreement.

§ 304. Identification. As an independent contractor, Consultant must, at his or her own expense, supply any and all identification material (e.g., business cards, etc.) used in the performance of this Agreement. Use of the County seal or other County identifier requires prior written approval of the County Chief Administrative Officer or his or her designee. **IMPROPER USE OF THE COUNTY SEAL OR OTHER IDENTIFIER SHALL BE REFERRED TO THE**

COUNTY DISTRICT ATTORNEY OR OTHER APPROPRIATE PROSECUTORIAL AGENCY FOR INVESTIGATION AND PROSECUTION TO THE FULL EXTENT PERMITTED BY LAW.

To the extent such material includes the County seal or other identifier, such material shall be distinguishable from County materials and expressly and clearly indicate that Consultant is an independent contractor or consultant.

§ 400. INDEMNIFICATION AND INSURANCE

§ 401. Indemnification. The Consultant shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Consultant's acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

§ 402. Insurance. (a) Without limiting Consultant's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Consultant shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this **§ 402** of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Consultant pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Agreement.

(b) Evidence of Coverage and Notice to County.

(1) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given insured status under the Consultant's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

(2) Renewal Certificates shall be provided to County not less than ten (10) days prior to Consultant's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Consultant and/or subcontractor insurance policies at any time.

(3) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of the Consultant identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

(4) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Consultant, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

(5) Certificates and copies of any required endorsements shall be sent to:

Attn: Director
Los Angeles County Department of Arts and Culture
1055 Wilshire Boulevard, Suite 800
Los Angeles, California 90017

(6) Consultant also shall promptly report to County any injury or property damage accident or incident, including any injury to a Consultant employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Consultant. Consultant also shall promptly notify County of any third party claim or suit filed against Consultant or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Consultant and/or County.

(c) **Additional Insured Status and Scope of Coverage.** The County, it's Special Districts, elected officials, officers, agents, employees, and volunteers (collectively, "County and its Agents") shall be provided additional insured status under Consultant's General Liability policy with respect to liability arising out of Consultant's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(d) **Cancellation of or Changes in Insurance.** Consultant shall provide County with, or Consultant's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall 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. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

(e) **Failure to Maintain Insurance.** Consultant's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Consultant, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Consultant resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Consultant, deduct the premium cost from sums due to Consultant or pursue Consultant reimbursement.

(f) **Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

(g) **Consultant's Insurance Shall Be Primary.** Consultant's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Consultant. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Consultant coverage.

(h) **Waivers of Subrogation.** To the fullest extent permitted by law, the Consultant hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Consultant shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

(i) **Subcontractor Insurance Coverage Requirements.** Consultant shall include all of its subcontractors as insureds under Consultant's own policies, or shall provide County with each of its subcontractor's separate evidence of insurance coverage. Consultant shall be responsible for verifying that each of its subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Consultant as additional insureds on the subcontractor's General Liability policy. Consultant shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

(j) **Deductibles and Self-Insured Retentions (SIRs).** Consultant's policies shall not obligate the County to pay any portion of any Consultant deductible or SIR. The County retains the right to require Consultant to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Consultant's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(k) **Claims Made Coverage.** If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

(l) **Application of Excess Liability Coverage.** Consultant may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

(m) **Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

(n) **Alternative Risk Financing Programs.** The County reserves the right to review, and then approve, Consultant use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

(o) **County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

§ 403. Insurance Coverage. (a) Consultant shall provide the programs of insurance set forth in this **§ 403** at such limits as are set forth in the Primary Document. If no limits are specified in the Primary Document, the default limits specified in this **§ 403** shall apply.

(b) **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming 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

(c) **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Consultant's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(d) **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Consultant will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall 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, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Consultant's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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§ 500. OPERATIONAL RESPONSIBILITIES

§ 501. County Rules. Consultant shall, in all details of the Services to be performed by Consultant, comply with and abide by all applicable rules, regulations and directions of the County, and shall be governed by the policy and guideline requirements of the Department of Arts and Culture, relevant County commissions and, to the extent applicable, State and/or federal agencies responsible for funding the services herein.

§ 502. Permits/Licenses. Consultant shall comply with all applicable County and local ordinances and all State and federal laws, and in the course thereof, obtain and keep in effect, at a cost solely borne by the Consultant, all permits and licenses required to conduct the Services.

§ 503. Public Statements. Consultant shall indicate in any press statement(s) or release(s) to the public that is related to the services provided herein, that such services are funded by the County. All such releases, statements or press or public activities shall be approved and coordinated with the Director.

§ 504. Staff Identification. (a) Consultant shall provide for him/herself and all Consultant staff providing services under this Agreement with a photo identification badge in accordance with County specifications (said badge to be clearly distinguishable from County employee identification badges). Specifications may change at the discretion of the County and Consultant will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Consultant implementing the use of the badge. Consultant and his/her staff, while on duty or when entering any County facility or County grounds, shall prominently display the photo identification badge on the upper part of the body.

(b) Consultant shall notify the County within one business day when staff are terminated or otherwise removed from working under this Agreement. Consultant is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal. Upon termination or expiration of this Agreement, Consultant shall immediately destroy any remaining badge(s) used to comply with this **§ 504**, and certify same to the County.

(c) If County requests the removal of Consultant's staff, Consultant is responsible to retrieve and immediately destroy the staff person's photo identification badge at the time of removal.

§ 600. AUDITS/RECORDS/REPORTS

§ 601. Audits. (a) Unless prohibited by federal or state law, the County Auditor-Controller shall at all times have reasonable access for audit purposes to the books, records, and accounts maintained by the Consultant in connection with all money expended under the terms of this Agreement.

(b) The Consultant shall take all actions necessary to enable the County Auditor-Controller or other authorized County representative(s) to clearly determine whether the Consultant is properly performing its contractual obligations, especially in relation to payments received.

(c) If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Consultant regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Consultant, then Consultant agrees that the difference, at the County's discretion and in its sole direction, shall be either:

(1) Repaid forthwith by Consultant to County by cash payment; or

(2) Credited against future payments hereunder to Consultant. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Consultant, then the difference shall be paid to Consultant by County provided that in no event shall the County's maximum obligation for this Agreement exceed the maximum contract sum.

(d) Failure by the Consultant to comply with the requirements of this § 601 shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement.

§ 602. Inspection of Records. (a) During normal business hours, Consultant shall allow the County to inspect the books, records, documents and other evidence bearing on the costs and expenses of the Consultant with respect to work performed hereunder to determine compliance with the terms of this Agreement, and shall allow the Director, the County and/or authorized State or federal governmental representatives access for any other purpose incidental to the performance of the responsibilities of those governmental entities.

(b) All material subject to inspection, including time cards signed by employee and supervisor, and all pertinent cost, accounting, financial records, and proprietary data, must be kept and maintained by the Consultant in a location within Los Angeles County for a period of five (5) years after completion of this Agreement unless County's written permission is obtained to dispose of material prior to this time. In the event Consultant's books, records or documents are located outside the County of Los Angeles, the Consultant agrees to pay the County for traveling and per diem costs connected with an inspection or audit.

§ 603. Records/Data. (a) All data and information collected by Consultant in performance of its obligations under the terms of this Agreement shall remain or become the property of the County and shall not be appropriated by the Consultant for private, proprietary use. All reports and other data collected during the term of this Agreement shall be relinquished to the County upon termination of this Agreement.

(b) The Consultant shall maintain all books, records, documents or other evidence bearing on the costs and expenses of the Consultant with respect to work performed hereunder, as are deemed necessary or required by the County or State of federal regulations or rules, for five (5) years after final settlement under this Agreement unless permission to destroy them is granted by authorized County representative.

(c) County obtains the right to use, duplicate and disclose in whole or in part, in any manner, for any purpose whatsoever, any information or data generated from the services rendered by the Consultant under the terms of this Agreement.

(d) This provision shall survive termination or expiration of the Agreement.

§ 604. Progress Reports. The Consultant shall, at the direction of the Director, submit periodic progress reports outlining progress in completing services set forth in this Agreement.

§ 700. TERMINATION/CANCELLATION OF SERVICES

§ 701. Termination of Agreement for Default. (a) This Agreement may be terminated in whole or in part by the County providing to Consultant a written Notice of Default if the Consultant fails to perform any covenant or condition of this Agreement, as determined by the Director.

(b) The Consultant shall have not more than ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in her sole discretion, the Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Consultant's event/performance for Consultant's Default, the County, in its sole discretion, may procure a replacement performance(s) and the Consultant shall be liable for all excess County costs incurred in connection with seeking the replacement performance(s), as determined by the County in its sole discretion.

§ 702. Termination for Convenience. Except as otherwise provided in this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Consultant without liability for any services to be performed after the date of such cancellation/termination, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work under this Agreement is terminated, and the date upon which such termination becomes effective. In the event of termination, the County shall pay the Consultant for all services completed prior to the effective date of such termination, less payments previously paid by the County for such services.

§ 703. Termination for Improper Consideration. (a) The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Consultant either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

(b) Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

§ 704. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Consultant to maintain compliance with the requirements set forth in § 213 shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the County shall be grounds upon which the County may terminate this Agreement.

§ 705. Force Majeure. (a) The parties will be excused from the performance of this Agreement in whole or in part, only by reason of the following causes:

- (1) when such is prevented by operation of law;
- (2) when such is prevented by an irresistible superhuman cause, including but not limited to flood, earthquakes and fires; and,

(3) when such is prevented by an act of the public enemies of the State of California or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the control of Consultant, or unavoidable casualty.

(b) In the event the Consultant's performance is excused in accordance with this § 705, and the services are not provided, the Consultant agrees to reimburse the County the any amounts previously paid by the County; excluding extraordinary costs and expenses incurred by the Consultant as a direct result of instructions from the County; provided, however, that such costs and expenses have been approved by the Director in his sole discretion.

§ 706. Program Termination. In the event the services provided herein are directly related to a federal, State or local program and said program is terminated for any reason, the County may terminate this Agreement immediately without further liability for services yet to be rendered.

§ 707. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of § 702 (Termination for Convenience), as of the end of the then current fiscal year; provided, however, that the notice required in such an event may be less than that required under § 702. The County shall make a good faith effort to notify the Consultant in writing of such non-allocation at the earliest time.

§ 708. Consultant Action Upon Termination. After receipt of a Notice of Termination pursuant to the terms of this Agreement, and except as otherwise directed by the Director or his designee, the Consultant shall:

(a) Incur no new or additional obligations in connection with the terminated work, and on the date set in the Notice of Termination, the Consultant shall stop work to the extent specified.

(b) Take all reasonable steps to minimize costs allocable to the work terminated by the notice.

(c) Terminate outstanding orders and subcontracts as they relate to the terminated work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and order connected with the terminated work.

(d) Complete performance of such part of the work that shall not have been terminated by the Notice of Termination.

§ 800. GENERAL PROVISIONS

§ 801. Contract Modifications/Amendments. This Agreement fully expresses the Agreement of the parties. Except where expressly provided herein, any modification or amendment of the terms or conditions of this Agreement must be by means of a separate written document approved by the Director. No oral conversation between any officer or employee of the parties shall modify or otherwise amend this Agreement in any way.

§ 802. Assignments. This Agreement may not be assigned, in whole or in part, without the written consent of the County. Absent such approval, any attempt by the Consultant to assign this Agreement shall be void and shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement.

§ 803. Notices. (a) The Director shall be the County representative to whom the Consultant shall forward all notices, documents, reports, and records as required herein. Notices to the parties shall be addressed as listed in the Agreement

(b) Notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ 804. Waivers. (a) Any waiver by the County of any breach of any one or more of the covenants, conditions, terms and agreements contained herein shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, condition, term or agreement contained herein, nor shall failure on the part of the County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements contained herein be construed as in any manner changing the terms of this Agreement or stopping the County from enforcing the full provision thereof.

(b) No delay, failure, or omission of the County to exercise any right, power, privilege or option, arising from any default, nor any subsequent payments then or thereafter made shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

(c) Waivers of the provisions of this Agreement shall be in writing and signed by the Director.

§ 805. Validity. The invalidity of any provision of this Agreement shall not void or affect the validity of any other provision.

§ 806. Entire Agreement. (a) This Agreement constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Agreement.

(b) Consultant warrants that he/she has received a copy of this Agreement, including all exhibits thereto, and upon execution of this Agreement, it shall be Consultant's responsibility to retain the Agreement on file, and to abide by the entire Agreement.

§ 807. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

§ 808. Proprietary Rights. (a) Any materials, data and information not developed under this Agreement, which Consultant considers to be proprietary and confidential, shall be plainly and prominently marked by Consultant as “TRADE SECRET”, “PROPRIETARY”, or “CONFIDENTIAL”.

(b) County will use reasonable means to ensure that Consultant’s proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Consultant of any Public Records Act request for items described in **§ 808 (a)**. County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Consultant.

(c) Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under **§ 808** for:

(1) Any material, data and information not plainly and prominently marked with restrictive legends as set forth in **§ 808 (a)**;

(2) Any materials, data and information not covered under **§ 808**; and

(3) Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.

(d) Consultant shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, Consultant shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including but not limited to, fire and theft.

(e) Consultant shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County’s computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County’s prior written consent.

(f) The provisions of **§ 808(c)**, **(d)** and **(e)** shall survive the expiration or termination of this Agreement.

§ 809. Subcontracting. (a) No performance of this Agreement or any portion thereof may be subcontracted by the Consultant without prior written notice to the Director or her authorized designee. Furthermore, Consultant agrees that, to the extent any part of this Agreement is to be subcontracted, Consultant shall comply with all County, State and/or federal procurement requirements established for the Program.

(b) Any attempt by the Consultant to subcontract any performance of the terms or conditions of this Agreement without first providing written notice to the Director or her authorized designee, shall be null and void and shall constitute a breach of this Agreement.

(c) All notices of subcontracting shall be directed to the Director and shall, at a minimum, include:

(1) A description of the services to be provided by the subcontract; and

(2) Identification of the proposed subcontractor(s) and an explanation of why and how the proposed subcontractor(s) were selected.

(d) Subcontracts shall be made in the name of the Consultant and shall neither bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Consultant of any requirement under the terms of this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractor(s). Notice to the Director of any subcontract shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by the Director be construed as affecting any increase in the amount of this Agreement. Consultant shall be responsible for all costs associated with subcontracting.

§ 810. Public Records Act. (a) Any documents submitted by Consultant; all information obtained in connection with the County's right to audit and inspect Consultant's documents, books, and accounting records pursuant to this Agreement; as well as those documents which were required to be submitted in response to a solicitation issued by the County for the awarding this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

(b) In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an RFP or other solicitation marked "trade secret", "confidential", or "proprietary", the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

§ 811 County's Quality Assurance Plan. County will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Agreement terms and performance standards. Consultant deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Director. The report will include improvement/corrective action measures taken by the County staff and Consultant. If improvement does not occur consistent with the corrective action measures, the Director may terminate this Agreement in whole or in part or impose other penalties as specified in the Agreement.

§ 812. Recycled Bond Paper. Consistent with the Board of Supervisor's policy to reduce the amount of solid waste disposal at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible in providing services.

§ 813. Nonexclusivity. Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement with Consultant. This Agreement shall not restrict County from acquiring similar, equal or like services from other entities or sources.

§ 814. Endorsement. The Consultant shall not, in any manner, advertise, publish or represent that the County endorses the services herein provided without the prior written consent of the County. Any published document, opinion or article referencing the County must have prior written consent of the Director.

§ 815. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of California. Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue to any action brought hereunder shall be exclusively in the County of Los Angeles, California.

§ 816. Interpretation. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

§817. Warranty of Compliance with County's Defaulted Property Tax Reduction Program. Consultant acknowledges that County has established a goal of ensuring all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless Consultant qualifies for an exemption or exclusion, Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with the Los Angeles County Code Chapter 2.206.

§818. Termination for Breach of warranty to Maintain compliance with county's Defaulted Property Tax Reduction Program. Failure of Consultant to maintain compliance with the requirements set forth in Section 817 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any provision of this contract, failure of Consultant to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Consultant, pursuant to County Code Chapter 2.206.

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EXHIBIT B
SAMPLE Scope of Work
Los Angeles County Office of Education
Technology Enhanced Arts Learning (TEAL) Project
AE-22-XXXX

A. BACKGROUND

The [Los Angeles County Arts Education Collective](#) (Arts Ed Collective) is the regional initiative dedicated to making the arts a core part of every child's growth and development. Established by the Los Angeles County Board of Supervisors, the initiative launched in 2002 as a partnership among five school districts. Nearly two decades later, the Arts Ed Collective represents a robust coalition that now includes 73 school districts, 5 charter school networks, a half-dozen County agencies, and hundreds of community-based organizations, teaching artists, educators, philanthropists, and advocates. Through strategies that expand arts teaching and learning, strengthen partnerships and collaborations, and increase public awareness about the importance of arts education, the Arts Ed Collective aligns efforts across the region to achieve the shared goal that all young people engage in the arts all year, every year, because the arts are fundamental to human growth and development. The initiative is coordinated by the LA County Department of Arts and Culture (Arts and Culture), is implemented in partnership with the LA County Office of Education (LACOE), is guided by a Leadership Council and an active Funders Council, and is recognized nationally as a model for collective impact in arts education..

In 2014, Arts and Culture (then Arts Commission) and LACOE together applied to the Los Angeles County Quality and Productivity Commission for funding to develop and launch the Technology Enhanced Arts Learning (TEAL) project. Following its launch, TEAL has received additional support from multiple sources, including the National Endowment for the Arts and the LA County Department of Mental Health. TEAL is managed by LACOE's Center for Distance and Online Learning (CDOL). CDOL specializes in building capacity, providing equitable access, and promoting sustainability for the delivery of high-quality curriculum and instruction utilizing a blended learning (in-person and online) approach.

The goal of TEAL is to increase students' access to the arts by expanding K-6 teachers' capacity to provide culturally relevant, integrated arts instruction which centers on social emotional learning (SEL), for all students. TEAL provides inter-active, experiential professional development focused on integrating the arts and SEL into the teaching of other core subjects (e.g. language arts, math, science, social studies). Strengthened by online learning modules, technical support, and coaching, TEAL helps teachers build the knowledge and skills to embed the arts into classroom curriculum, while improving both academic and social-emotional outcomes for students.

In 2018, with two-year funding from the LA County Department of Mental Health, TEAL was updated to incorporate SEL practices across all eight professional development modules. In response to growing demand from school districts, TEAL next launched a professional development series that also integrates CASEL's (the Collaborative for Academic, Social, and Emotional Learning's) [Transformative SEL Framework](#) into arts instruction.

This project also seeks to increase cultural equity and inclusion across the TEAL modules and training, and will be executed in alignment with and as part of implementation of the new LA County Regional Blueprint for Arts Education adopted by the Board of Supervisors in October 2020. Aligned with County and Arts and Culture initiatives, key values for this project will include access, cultural equity, inclusion, and antiracism.

B. PURPOSE AND OBJECTIVES

The desired outcome of this agreement is to maintain TEAL's effectiveness in supporting K-6 educators, deepen its support of antiracism and equity, and expand its reach so that more teachers, administrators, and school personnel across LA County develop the knowledge and skills to provide integrated arts instruction for all students. With specific attention and priority to serving youth who

have been historically precluded or excluded from learning in and through the arts, this project will be focused in three distinct ways:

1. CDOL staff and contractors will provide the Foundational TEAL model for educators working in underserved communities by engaging new school districts or charter school networks located in regions identified as Precarious LA or Struggling LA by [Measure of America's Portrait of LA County](#). Arts and Culture and CDOL will collaborate closely on the selection of school districts and charter school networks.
2. Drawing upon its expertise, Arts and Culture will provide guidance to CDOL to update the TEAL online learning modules and digital assets to feature artists, works of arts, curricular examples, and model lessons that are culturally diverse and culturally relevant to the student population of Los Angeles County.
3. CDOL staff and contractors will deliver professional development content that allows educators in current or continuing TEAL school districts to:
 - increase their understanding of culturally relevant arts integration that connects with anti-racist pedagogy, using CASEL's Transformative SEL Framework; and
 - implement this approach with students through both distance learning and in-person classroom instruction.

CDOL tasks will include:

1. Priority Area #1: Foundational TEAL for Schools in Underserved Communities

Upon Execution of Contract – June 2022

- Build a cohort of new school districts/ charter networks (Local Education Agencies - LEAs), and continue to broaden participation within established TEAL districts:
 - Develop and distribute outreach materials that address the goals of TEAL and expectations for participation, including timeline and any contractual requirements
 - Collect and process LEA applications for virtual conferences
 - Create and manage LEA contracts for TEAL participation
 - Create, maintain and manage database of participants, including name, title, district or affiliation, email address, demographic information, and event(s) attended
 - Communicate with LEAs regarding participation in TEAL virtual conferences and activities
- Design, coordinate and deliver TEAL virtual and/or in-person professional development sessions, serving an estimated 40-80 participants, with a minimum of 20 educators from new school districts (4 coaches per district).
- Coordinate the formation of a 4-member TEAL Coaching Team per each new participating district/ charter network, and provide support to these TEAL Coaches to enable them to become successful arts integration trainers for other K-6 teachers in their LEAs. As part of this preparation, all new coaches will complete TEAL's online coursework (consisting of eight learning modules), as well as participate in the live (virtual) professional development sessions.
- Provide technical support to TEAL Coaches to help them deliver culturally-relevant professional development to a minimum of 25 educators back in each participating district
- Provide 100 hours (a minimum of 10 hours per district) of customized instructional support for Coaches to help them apply TEAL practices in work with other educators as well as with students.
- Provide all K-6 educators in participating districts/ charter networks with full access to online learning modules and digital assets, as well as best practices

Priority Area #2: Expansion of Cultural Diversity and Cultural Relevancy in TEAL Online Content
Upon Execution of Contract – June 2022

- Collaborate with Arts and Culture to develop a plan to increase cultural diversity of artists and artworks across all digital assets.
- Once plan is approved by Arts and Culture, update photography, video, curriculum examples, and model lessons to reflect the cultures of LA County students in each of the eight TEAL modules.
- Update the TEAL Virtual Introductory Tool for TK-8 Educators to expand cultural representation and racial diversity
- Promote visibility and increase user access to the Teaching English Learners through Arts Integration (TELA) online assets as part of the existing menu of TEAL modules and resources.
- Continue to incorporate aspects of CASEL’s Transformative SEL Framework into current modules to support racial equity and culturally responsive practices in classrooms

Priority Area #3: Delivery of Culturally Relevant, Anti-Racist & Transformative SEL Professional Development Content and Approach

Upon Execution of Contract – June 2022

- Build a cohort of continuing TEAL school districts/ charter networks (Local Education Agencies - LEAs)
- Refine professional development content and approaches that address culturally relevant practices, anti-racist pedagogy, and CASEL’s Transformative SEL Framework. Partner with new culturally and racially-diverse arts organizations/teaching artists vetted by Arts and Culture to co-design and co-facilitate the professional development.
- Coordinate and deliver virtual and/or in-person professional development serving an estimated 60-80 participants who will serve as Transformative SEL TEAL mentors back in their districts
- Provide 150-200 hours (10 hours per district) of customized instructional support for Transformative SEL TEAL mentors to help them apply new learning in work with other educators as well as with students
- Provide all K-6 educators in participating districts/ charter networks with full access to online learning modules and digital assets, as well as best practices

C. PROJECT COLLABORATION

Throughout the project period, CDOL will:

- Form and coordinate a TEAL Leadership Team of CDOL staff, Arts and Culture staff and partner arts organizations/artists
- Lead the design, development and implementation of all aspects of the project
- Lead evaluation and data collection processes

Throughout the project period, Arts and Culture will:

- Identify staff members to join the TEAL Leadership Team and participate in TEAL Leadership and Planning meetings. This will enable Arts and Culture to:
 - Provide thought-leadership on the arts and arts education
 - Provide thought-leadership and expertise on expanding cultural representation, cultural equity and inclusion
 - Leverage Arts and Culture’s connection with racially-diverse arts organizations/teaching artists
 - Help to guide implementation approaches that draw upon the unique resources and expertise of both CDOL and Arts and Culture
- Support CDOL to update evaluation tools in response to virtual learning by providing input on

evaluation instruments and the data collection process

- Assist in outreach to school districts for TEAL enrollment and help align efforts with the Arts Ed Collective's strategic planning process for school districts
- Highlight CDOL and TEAL successes via website, newsletter, and other media outlets
- Support and collaborate with CDOL staff as needed to ensure successful implementation, documentation and evaluation of the project
- Review and approve work and deliverables under this agreement

D. COMMUNICATION AND REPORTING

CDOL and Arts and Culture staff will meet twice a month to assess progress and to ensure benchmarks are met within the specified time frame.

CDOL will complete one mid-year project meeting by January 15, 2022. Prior to the meeting, CDOL will submit to Arts and Culture for review:

- 1) the implementation plan for the Foundational TEAL cohort;
- 2) the implementation plan for the Transformative SEL cohort; and
- 3) a proposal for continued refinement of online content to reflect cultural diversity, equity, and inclusion.

Arts and Culture will review, provide recommended changes, and approve final implementation plans within one week of this mid-year project meeting.

CDOL will also complete one (1) written final report to be delivered by June 15, 2022. The written report form provided by Arts and Culture will address the project's status, including accomplishments and challenges and project metrics. The progress report will require the following attachments:

- List of the dates, times, locations and presenters, agenda and presentation templates for all conferences presented
- List of contracted LEAs and final attendance list for all conferences with final participation list to include name, title, district or affiliation, demographics, email address, and event(s) attended.
- Documentation of the number of participants coached or instructed within each district by TEAL Coaches
- List of all content updated to reflect cultural diversity
- A selection of 3-5 brief stories of impact and any supporting media (photos, videos, etc.) that demonstrate how LEAs have implemented and/or adapted TEAL and how it has impacted equity in arts education
- The number of schools, districts, teachers, and (estimated) students reached via the participating adults in both Foundational TEAL and Transformative SEL TEAL
- The total number of artists and teaching artists employed, including a demographic breakdown that demonstrates the number of culturally and racially diverse teaching arts or PD providers

E. CREDIT AND ACKNOWLEDGEMENT

CDOL/LACOE will acknowledge the Technology Enhanced Arts Learning (TEAL) project as follows:

Technology Enhanced Arts Learning (TEAL) is a project of the LA County Arts Education Collective, developed and implemented by the Los Angeles County Office of Education in partnership with the Los Angeles County Department of Arts and Culture.

- CDOL/LACOE will include the above acknowledgement and the Arts Ed Collective and LA County Department of Arts and Culture logos on all TEAL digital and print communications, promotional and product materials. Both logos must be no smaller than one inch in width no smaller than the LACOE logo, and be placed as standalones. CDOL/LACOE will submit all

digital and print materials featuring the Arts Ed Collective and Arts and Culture logos to the Arts and Culture’s Director of Communications and Public Affairs for review and approval (with a minimum of 3 business days) before finalizing, printing or distributing.

- CDOL/LACOE will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all TEAL websites and web pages and will hyperlink the Arts Ed Collective logo to LACountyArtsEdCollective.org and the Arts and Culture logo to lacountyarts.org.
- CDOL/LACOE will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all TEAL email blasts.
- CDOL/LACOE will verbally share the above acknowledgement in all events and presentations of TEAL.
- CDOL/LACOE will include the above acknowledgement in all press materials and Arts and Culture’s Director of Communications and Public Affairs for review and approval (with a minimum of 3 business days) before finalizing or distributing the release.
- CDOL/LACOE will provide a minimum of 3 business days for review and approval of credit and acknowledgment in all digital and print communications, promotional, and product materials.
- This provision shall survive termination or expiration of this Agreement.

F. 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.

G. ONGOING ONLINE ACCESS

CDOL will maintain and ensure free public access to the four primary TEAL technology tools: the online modules, the webinars, the online professional learning community (PLC), and the TEAL website. In the event that CDOL ceases to use its Learning Management System, TEAL website or any successor systems to make TEAL resources available online, CDOL will provide Arts and Culture with the most current published version of all online content as an editable, digital file, such as a Microsoft Word document, at no charge to Arts and Culture. CDOL must provide Arts and Culture with 30 days’ minimum advanced notice prior to discontinuing use of the Learning Management System, TEAL website or any successor systems.

H. DELIVERABLES AND PAYMENT SCHEDULE

CDOL shall adhere to the deliverable schedule outlined below. Adjustments to the timeline may be made upon mutual written agreement between CDOL 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	Payments
CDOL will submit the following to Arts and Culture, and attend a mid-year project meeting to discuss: <ul style="list-style-type: none"> ○ Implementation plan for the Foundational TEAL cohort ○ Implementation plan for the Transformative SEL cohort ○ Anticipated/ confirmed dates for the professional development conferences ○ Proposal or plan for updating online content to reflect 	January 15, 2022	Upon acceptable completion, submit <i>itemized invoice #1</i> for \$90,000.00 (30% of Contract)

<p>cultural diversity, equity, and inclusion, and cultural relevancy</p> <ul style="list-style-type: none"> ○ Any additional current successes and challenges 		
<p>CDOL will:</p> <ul style="list-style-type: none"> ○ Update the TEAL online learning modules and digital assets to feature artists, works of arts, curricular examples, and model lessons that are culturally diverse and culturally relevant to the student population of Los Angeles County ○ Contract with new LEA's, and deliver Foundational TEAL professional development conferences ○ Provide technical support to new Foundational TEAL coaches to deliver professional development to their districts ○ Provide 100 hours of instructional support to Foundational TEAL districts ○ Deliver Transformative SEL professional development conference to continuing TEAL districts ○ Provide 150-200 hours of instructional support to Transformative SEL TEAL districts 	<p>June 15, 2022</p>	<p>Upon acceptable completion, submit <i>itemized invoice #2</i> for \$210,000.00 (70% of Contract)</p>
<p>CDOL will submit the following in electronic format to LACAC:</p> <p>Final Report, using the written report form provided by Arts and Culture, including the attachments itemized in Section E of this Scope of Work.</p>		
<p>TOTAL:</p>		<p>\$300,000.00</p>

**BOARD LETTER/MEMO – FACT SHEET
ARTS DEPUTIES**

ARTS DEPUTIES AGENDA REVIEW DATE	7/22/2021	
BOARD MEETING	8/10/21	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Arts and Culture	
SUBJECT	Board Letter: Acceptance of Grant Award of \$700,000 from Perenchio Foundation	
PROGRAM	Arts Education	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why: N/A	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$700,000	Funding source: Perenchio Foundation
	TERMS (if applicable): \$350,000 over two years	
	Explanation: If approved this grant would enhance current services by funding implementation of the TEAL program, thereby allowing up to 400 educators across 20 school districts to participate in professional development that builds their capacity to provide culturally relevant, integrated arts instruction for all students.	
PURPOSE OF REQUEST	The Los Angeles County Department of Arts and Culture (Arts and Culture) has been awarded a \$700,000 grant from the Perenchio Foundation to affect systemic change in public education that increases youth access to the arts. A key strategy for achieving this goal is consistent and robust professional development for educators that builds their capacity to deliver culturally relevant, integrated arts instruction that centers social emotional learning, for all students.	
BACKGROUND (include internal/external issues that may exist)	<p>On October 13, 2020 the Board of Supervisors unanimously adopted Los Angeles County’s New Regional Blueprint for Arts Education (Arts Education Blueprint). Building on nearly two decades of work and drawing input from over 600 stakeholders, the Arts Education Blueprint presents an expanded approach with strategies that reach beyond school to include:</p> <ul style="list-style-type: none"> • arts instruction for all students, across all grade levels, in all public schools; • expanded opportunities for arts education after school; • year-round community-based arts learning; • access to careers in the creative economy; 	

	<ul style="list-style-type: none"> • arts-based programs and services, provided in collaboration with multiple County departments, that support children, youth and families; and • a prioritization of historically underserved populations. <p>To achieve these aims within public education, the Arts Ed Collective offers LA County school districts and charter networks a continuum of services to increase the quality, quantity and equity of arts instruction in their schools.</p> <p>Since 2015, the Department of Arts and Culture has worked in partnership with LACOE's Center for Distance and Online Learning (CDOL) to develop and implement the Technology Enhanced Arts Learning (TEAL) professional development program. The most recent iteration of TEAL offers current and pre-service TK-6 educators a series of in-person trainings and online resources focused on integrating the arts, social-emotional learning (SEL) and healing-informed practices into the teaching of other core subjects (e.g. language arts, math, science, social studies). This approach allows educators to embed arts-based learning into classroom curriculum while improving both academic and social-emotional outcomes for students. Through a blend of distance and in-person learning, educators can deepen their teaching and student engagement practices, no matter where they live or work in the County.</p>
<p>DEPARTMENTAL AND OTHER CONTACTS</p>	<ul style="list-style-type: none"> • Heather Rigby, Chief Deputy, 323-336-3122, HRigby@arts.lacounty.gov • Brandon Turner, Administrative Deputy, 323-527-4358, BTurner@Arts.lacounty.gov • Megan Moret, Board Liaison, 213-469-1163, MMoret@arts.lacounty.gov



**COUNTY OF LOS ANGELES
DEPARTMENT OF ARTS AND CULTURE**

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KRISTIN SAKODA, Director

August 10, 2021

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**ACCEPTANCE OF GRANT AWARD OF
\$700,000 FROM PERENCHIO FOUNDATION
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Department of Arts and Culture (Arts and Culture) has been awarded a \$700,000 grant from the Perenchio Foundation to affect systemic change in public education that increases youth access to the arts. A key strategy for achieving this goal is consistent and robust professional development for educators that builds their capacity to deliver culturally relevant, integrated arts instruction that centers social emotional learning, for all students.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed acceptance of the grant award of \$700,000 over two years is not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter and the record.
2. Approve and authorize Arts and Culture to accept the grant award of \$700,000 over two years from the Perenchio Foundation which will be used to increase youth access to the arts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2002, the Los Angeles County Board of Supervisors launched the Los Angeles County Arts Education Collective (Arts Ed Collective) as a regional effort to restore the arts in public education. The Arts Ed Collective is coordinated by the Los Angeles County Department of Arts and Culture, implemented in partnership with the LA County Office of Education and recognized as a national model of collective impact in arts education. Starting with just one school district in each Supervisorial District nearly two decades ago, the Arts Ed Collective now includes a robust coalition – that represents 73 school districts, five charter school networks, a half-dozen County agencies, and hundreds of community-based arts organizations, teaching artists, educators, philanthropists, and advocates – all working toward the shared goal that every young person in LA County engages in the arts all year, every year, because the arts are fundamental

to human growth and development. The Countywide initiative is guided by a Leadership Council and a Funders Council which continues to invest in this public-private partnership.

In April 2018, by vote of your Board, LA County became the first local government in California to formally adopt the Declaration of Students' Rights to Equity in Arts Learning, recognizing the importance of arts education for all students regardless of race, culture, religion, national origin, place of residence, socio-economic or legal status. With a renewed focus on equity and inclusion and a continuing vision that high quality arts instruction is an essential part of a well-rounded public education, the Board of Supervisors identified the need for an updated regional plan for arts education to reflect the current priorities and educational landscape of LA County.

On October 13, 2020 the Board of Supervisors unanimously adopted Los Angeles County's New Regional Blueprint for Arts Education (Arts Education Blueprint). Building on nearly two decades of work and drawing input from over 600 stakeholders, the Arts Education Blueprint presents an expanded approach with strategies that reach beyond school to include:

- arts instruction for all students, across all grade levels, in all public schools;
- expanded opportunities for arts education after school;
- year-round community-based arts learning;
- access to careers in the creative economy;
- arts-based programs and services, provided in collaboration with multiple County departments, that support children, youth and families; and
- a prioritization of historically underserved populations.

To achieve these aims within public education, the Arts Ed Collective offers LA County school districts and charter networks a continuum of services to increase the quality, quantity and equity of arts instruction in their schools.

Since 2015, the Department of Arts and Culture has worked in partnership with LACOE's Center for Distance and Online Learning (CDOL) to develop and implement the Technology Enhanced Arts Learning (TEAL) professional development program. The most recent iteration of TEAL offers current and pre-service TK-6 educators a series of in-person trainings and online resources focused on integrating the arts, social-emotional learning (SEL) and healing-informed practices into teaching in other core subjects (e.g. language arts, math, science, social studies). This approach allows educators to embed arts-based learning into classroom curriculum while improving both academic and social-emotional outcomes for students. Through a blend of distance and in-person learning, educators can deepen their teaching and student engagement practices, no matter where they live or work in the County.

In response to growing demand from school districts, TEAL aims to fully implement a new component in 2021-2022 that incorporates anti-racist pedagogy into classrooms by integrating CASEL's (the Collaborative for Academic, Social, and Emotional Learning's) Transformative SEL Framework into arts instruction. The Department has developed successful and longstanding relationships with private philanthropy that leverage County investments. This grant from the Perenchio Foundation will provide funding needed to deliver the TEAL program and advance additional in-school strategies in Fiscal Years 2021-22 and 2022-23, and will be key to supporting implementation of the new Arts Education Blueprint.

Implementation of Strategic Plan Goals

This action supports County Strategic Plan Goal No. II (Foster Vibrant and Resilient Communities), Strategy 11.2.2 (Expand Access to Recreational and Cultural Opportunities) as Arts and Culture works to support goals of increasing youth access to the arts through implementation and expansion of professional development for K-6 teachers that builds their capacity to provide culturally relevant, integrated arts instruction for all students.

FISCAL IMPACT/FINANCING

There is no net County Cost impact. Arts and Culture will submit an adjustment to the CEO in the FY 2021-22 Supplemental Budget phase to budget the grant revenue (\$700k).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended acceptance of the grant award of \$700,000 is not subject to CEQA because such activity is excluded from the definition of a project as an administrative activity by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines.

Government Code Section 25335 permits the County to accept grants, donations, or other gifts for a specific County purpose. Section 2.4.2 of the County Fiscal Manual authorizes County departments to accept donations. On June 29, 2020, the Board authorized Arts and Culture to accept grant awards that do not exceed \$250,000.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

If approved this grant would enhance current services by funding implementation of the TEAL program, thereby allowing up to 400 educators across 20 school districts to participate in professional development that builds their capacity to provide culturally relevant, integrated arts instruction for all students.

CONCLUSION

Upon approval Arts and Culture will fund TEAL implementation-related expenditures and offset with revenue from the Perenchio Foundation grant. Should you have any questions, please contact Denise Grande, Director of Arts Education and Youth Development, Arts and Culture, via email at DGrande@arts.lacounty.gov or (213) 359-4147.

Respectfully submitted,



KRISTIN SAKODA
Director

KS/HR/DG/TM

c: Chief Executive Office
County Counsel

**PERENCHIO FOUNDATION
GRANT AGREEMENT**

The Perenchio Foundation (“Grantor”) agrees to make the following grant, and the Los Angeles County Department of Arts and Culture, a department of the County of Los Angeles, a body corporate and politic of the State of California (“Grantee”), agrees to accept such grant, in accordance with the terms below (this “Grant Agreement”), effective as of the last date set forth below by the signatories hereto.

1. **Grant:** Grantor hereby makes a grant of \$700,000 (the “Grant”) to Grantee to be used exclusively for the purposes described in paragraph 2 below. The Grant shall be payable in two equal payments of \$350,000. The first payment will be made within ten (10) days of receipt by Grantor of a fully executed original of this Grant Agreement signed by all parties here. The second payment will be made 12 months from the date of the first payment made by Grantor to Grantee.
2. **Use of Grant:** Grantee hereby agrees to use the entire Grant exclusively for the Los Angeles County Department of Arts and Culture’s Arts Education Collective (the “Arts Education Collective”), to be allocated solely to support the Technology Enhanced Arts Learning (TEAL) professional development program and additional in-school strategies of the Arts Education Collective over a period of two years beginning with the 2021-2022 school year. Without limiting the foregoing, no funds awarded through this Grant are to be shared with or used to pay fees or wages for the services of fundraising or consulting firms, and no portion of the Grant may be used for any attempt to influence legislation within the meaning of Internal Revenue Code Section 501(h), to influence the outcome of any specific election, or to carry on, directly or indirectly, any voter registration drive.
3. **Charitable Purpose:** Grantee agrees to use the funds only for the purposes described in this Grant Agreement, and to so designate the funds in Grantee’s records. Grantee further agrees that Grantee will not use any portion of the Grant in violation of the provisions of the Internal Revenue Code governing grantees of private foundations.
4. **Tax Exemption Status:** Grantee represents that it is a department of the County of Los Angeles, State of California, and that gifts made to Grantee are tax deductible if such gifts are made for public purposes. Grantee further represents that Los Angeles County is a chartered county and, as defined by the California Government Code Section 23000, is a political subdivision of the State of California. Grantee shall immediately give written notice to Grantor if, prior to receipt of all or any portion of the Grant, or before all or any portion of the funds are expended, Grantee ceases to be a department of the County of Los Angeles or the program referenced in Paragraph 2 above ceases to be a program operated by Grantee for public purposes as an authorized unit of the County of Los Angeles.

5. **Reporting:** Grantee shall furnish to Grantor a written report on the use of the Grant on or before the first and second-year anniversaries of the payments of the Grant to Grantee by Grantor. Each such report shall provide reasonable detail regarding all Grant expenditures, investment of unexpended Grant funds, and any other uses of the Grant.
6. **Evaluation:** Grantor may, at its expense, conduct an evaluation of operations under this Grant, which may include visits by representatives of Grantor to observe Grantee's program procedures and operations related to this grant and to discuss the program with Grantee's personnel.
7. **Publicity:** Grantee may list the Perenchio Foundation as a funder on its websites, annual reports, and reports to the Los Angeles County Board of Supervisors. However, Grantee shall obtain Grantor's prior written approval before Grantee issues any other news release, public announcement, publication, or information concerning the Grant, Grantor, A. Jerrold Perenchio (Grantor's founder), or any director, officer, or employee of Grantor. The parties agree to discuss plans for any public recognition of the Grant before any announcement is made with respect to any aspect of the Grant, and Grantee agrees to provide drafts of all public disclosures or press announcements that in any way reference this Grant, Grantor, A. Jerrold Perenchio, or any director, officer, or employee of Grantor. Grantee will provide such publicity to Grantor on a timely basis in order to permit such approval, or denial of approval, by Grantor. Notwithstanding the foregoing, Grantor acknowledges that, as a public entity, Grantee may be subject to certain legal requirements for transparency of public information, Grantor agrees not to unreasonably withhold approval of any disclosure or announcement that Grantee is legally obligated to provide to meet such requirements.
8. **Counterparts:** This Grant Agreement may be executed in any number of counterparts, which together shall constitute one and the same instrument.
9. **Indemnification:** Grantee hereby indemnifies and holds harmless Grantor, its officers, directors, and employees, against any and all claims, demands, liabilities, costs, expenses, or penalties, including, without limitation, reasonable attorneys' fees and cost of suit of whatsoever kind or nature by reason of any injury to persons or property arising out of the Grantee's use, application, or expenditure of the Grant.
10. **Applicable Law:** This Grant Agreement shall be construed and governed by the laws of the State of California.
11. **Modification:** This Grant Agreement may be modified only by written agreement signed by both Grantor and Grantee.
12. **Notices and Reports:** All notices and reports under this Grant Agreement shall be in writing and shall be delivered or mailed to the parties at the addresses set forth below. Unless otherwise specified in this Grant Agreement, all notices shall be deemed effective (a) when either personally delivered, (b) two (2) days after

being sent by an overnight courier (such as Federal Express, or five (5) days after being sent by registered or certified mail, return receipt requested, as applicable.

Grantor:

Perenchio Foundation
c/o Stephania Ramirez
713 W. Duarte Road
Unit G-902
Arcadia, CA 91007

With a copy to:
Regina Covitt
c/o Loeb & Loeb LLP
10100 Santa Monica Blvd., #2200
Los Angeles, CA 90067

Grantee:

Los Angeles County Department of Arts and Culture
Attn: Kristin Sakoda and Denise Grande/ Arts Ed
Collective
1055 Wilshire Blvd., Suite 800
Los Angeles, CA 90042

18. **Successors and Assigns:** The provisions of this Grant Agreement, expressly including, without limitation, Paragraph 4 above, shall inure to the benefit of, and be binding upon, Grantor and Grantee's respective successors and assigns.
19. **Entire Agreement:** This Grant Agreement constitutes the entire agreement among the parties and supersedes all prior written or oral statements or agreements.

*[Balance of this page intentionally left blank;
signatures follow on next page]*

Executed by or on behalf of Grantor and Grantee as follows:

Grantor:

Perenchio Foundation

By: John G. Perenchio

Title: Chairman

Date: _____

Grantee:

Los Angeles County Department of Arts and Culture

By: Kristin Sakoda

Title: Director, Los Angeles County Department of Arts and Culture

Date: _____