



KRISTIN SAKODA, Director

**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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

36 February 27, 2024

February 27, 2024

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

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE RETROACTIVE AMENDMENTS TO CONTRACTS WITH COMMUNITY BASED
ORGANIZATIONS PROVIDING SERVICES FOR YOUTH IN PROBATION AND COMMUNITY
SETTINGS (ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Department of Arts and Culture (Arts and Culture) is requesting Board approval to execute eight retroactive amendments to contracts with Center for the Empowerment of Families, Boyle Heights Arts Conservatory, African Soul International, Arts for Healing and Justice Network, Spirit Awakening Foundation, and Homeboy Industries (collectively "Contractors") to increase the maximum sum payable.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize Arts and Culture to execute retroactive amendments to the following contracts to increase the maximum sum payable under the terms of the contract: RT_006483 (Center for the Empowerment of Families); RT_005550 (Boyle Heights Arts Conservatory); RT_005556 (Boyle Heights Arts Conservatory); RT_006484 (African Soul International); RT_005553 (Boyle Heights Arts Conservatory); T_005564 (Arts for Healing and Justice Network); RT_005547 (Spirit Awakening Foundation); and RT_005552 (Homeboy Industries).
2. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize Arts and Culture to make retroactive payments under eight contracts for services delivered in excess of the maximum sum payable during the period October 1, 2023—December 31, 2023 and to pay for services through the remainder of

FY2023-24.

Arts and Culture has active contracts with nonprofit arts organizations to provide arts-based instruction to youth and adult caretakers in Probation facilities, community settings, and foster care facilities. These contracts resulted from a competitive solicitation process and Department Head has delegated authority from the Board (approved annually during Budget Deliberations) to enter into these contracts and necessary amendments.

On January 10, 2024 during invoice reconciliation activities for FY2023-24 Q1 period (July 1, 2023—September 30, 2023), Arts and Culture identified contracts that may exceed the maximum sum available based on current contract service delivery levels. Arts and Culture staff analyzed service delivery estimates for the FY2023-24 Q2 period (October 1, 2023—December 31, 2023) and projected that contractor invoices for Q2 would exceed the maximum sum payable of the contracts, resulting in the retroactivity of service for eight contracts. On January 12, 2024, Arts and Culture notified the Board and Retroactive Contract Review Committee of the retroactive finding. Arts and Culture does not plan to stop services, given the sensitivity of the populations being served through these contracts—systems-involved and systems-impacted youth in community and probation settings. The contract agreements expire on June 30, 2024.

Arts and Culture recognizes this is a retroactive contract issue and is currently working to address the issue with the Retroactive Contract Review Committee (RCRC) consistent with County Policy No. 5.015 (Timely Submission of Contracts for Board Approval). Arts and Culture has initiated the review of the retroactive contracting issue with the RCRC and will make a presentation to the Retroactive Contract Review Committee (RCRC) to discuss the factors that led to the retroactive situation and to present the Corrective Action Plan (CAP) developed by Arts and Culture to prevent the recurrence of future retroactive services. The presentation to the RCRC is anticipated to occur in April 2024.

Implementation of Strategic Plan Goals

Approval of these recommended actions is consistent with the County's Strategic Plan Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

There will be no impact to Net County Cost. Contracts are funded through Juvenile Justice Crime Prevention Act (JJCPA) and the Juvenile Justice Realignment Block Grant (JJRBG) administered by the Department of Probation. Approval of the recommended action will increase the maximum sum payable across all impacted contracts not to exceed \$3,000,000. Sufficient appropriation for all contracted services is included in Arts and Culture's FY2023-24 final adopted budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Arts and Culture recognizes that a contractor's delivery of services in excess of an approved maximum sum payable constitutes a retroactive incident. Under the County's retroactive contracting procedures referenced in Policy 5.015, Departments must state whether late submission was avoidable or wholly outside the department's control. This retroactive incident was avoidable, as Department staff did not accurately project and track Contractors' service delivery, allowing for retroactivity to take place. Arts and Culture is requesting the approval of this Board Letter to avoid delay of payment to Contractors (small community-based organizations) that have already absorbed the cost of the delivered services.

Under the County's retroactive contracting procedures referenced in Policy 5.015, if a retroactive issue is deemed urgent by the department, the department may seek Board approval of the retroactive payment prior to meeting with the RCRC, with the understanding that the department will make the presentation to the RCRC subsequent to the Board's approval. Arts and Culture is seeking urgent payment to the Contractors because they are small nonprofit organizations with limited cash flow. Contractors delivered scheduled services at the direction of Department staff and have already incurred costs associated with approved service delivery. Arts and Culture seeks urgent payment to avoid the disruption of County services/programs and Contractor operations through the end of the contract term (June 30, 2024).

CONTRACTING PROCESS

Upon Board approval, Arts and Culture will execute the retroactive contract amendments (Attachments I – VIII) to increase the maximum sum payable under the terms of each agreement to pay retroactive and proactive services through the remainder of FY2023-24.

Arts and Culture will present to the Retroactive Contract Review Committee (RCRC) to discuss the factors that led to the retroactive contracts and to discuss the Corrective Action Plan (CAP) developed by Arts and Culture to prevent the recurrence of future retroactive contracts. Recommendations made by the RCRC members will be incorporated into the final CAP.

Arts and Culture will also re-design youth development solicitations, contracts, and administrative systems to ensure that youth development services are continued to be delivered effectively and adequately monitored to ensure that Contracts are timely amended before exceeding the maximum contract amount.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no significant impact on current services.

CONCLUSION

Upon approval by your Board, Arts and Culture requests the Executive Officer of the Board notify the Arts and Culture Administrative Deputy, Brandon Turner, at (323) 527-4358 when the documents become available to be circulated for execution by the Director.

Should you have any questions, please contact Heather Rigby, Chief Deputy, Arts and Culture, via email at HRigby@arts.lacounty.gov or (323) 336-3122.

The Honorable Board of Supervisors

2/27/2024

Page 4

Respectfully submitted,



NULLKRISTIN SAKODA

Director

KS:HR/BT

Enclosures

c: Chief Executive Office County Counsel
Executive Officer, Board of Supervisors



ATTACHMENT



Contract No. RT_006483-2

YOUTH DEVELOPMENT THROUGH THE ARTS: ARTS IN COMMUNITIES

Amendment No. 2

THIS AMENDMENT is made and entered into on _____,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"), by and through Department of Arts
and Culture (hereafter "Arts and Culture"),

and

Center for the Empowerment of Families, Inc. (hereafter
"Consultant").

WHEREAS, reference is made to that certain document entitled "YOUTH DEVELOPMENT THROUGH THE ARTS: ARTS IN COMMUNITIES AGREEMENT", dated January 30, 2022, and further identified as Agreement No. RT_006483, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, on May 25, 2023, parties entered into Amendment No. 1 to extend the contract term, adjust rates based on the Costs of Living, increase the maximum obligation of County, replace Exhibit B (Scope of Work) and Exhibit H (Invoice Worksheet), change the Agreement number; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement, to increase the maximum obligation of County by one hundred sixty thousand (\$160,000), replace Exhibit B (Revised Scope of Work), and make other hereafter designated changes.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment will be effective upon execution.
2. Paragraph 1, **CONTRACTOR FEE**, will be deleted in its entirety and replaced as follows:

"1. **CONTRACTOR FEE:** The maximum sum payable under the terms of this contract will be increased by one hundred sixty thousand (\$160,000). The revised maximum sum payable during this Agreement shall not exceed two hundred thousand three hundred ninety dollars (\$285,390) ("Contract Amount"). This amount is inclusive of all costs incurred by the Consultant related to or in performance of this contract."

3. Exhibit B, **REVISED SCOPE OF WORK**, will be replaced with Exhibit B-2 – REVISED SCOPE OF WORK, attached hereto and incorporated herein by reference.
4. Except for the changes set forth herein above, all terms and provisions of the Agreement shall not be changed in any respect by this Amendment.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the County of Los Angeles and Contractor have caused this Amendment to be executed on their behalf by their duly authorized representatives, the day and year first above written.

COUNTY OF LOS ANGELES

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

Date: _____

CONTRACTOR

By: _____
Erika Tucker, President
Center for the Empowerment of Families, Inc.

Date: _____

By: _____
Charity Croomes, Secretary
Center for the Empowerment of Families, Inc.

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy County Counsel

EXHIBIT B-2
REVISED SCOPE OF WORK
YOUTH DEVELOPMENT THROUGH THE ARTS | ARTS IN COMMUNITIES

1. Project Description

Beginning January 2023 and extending through June 30, 2024, highly qualified teaching artists from Center for the Empowerment of Families (Consultant) will provide instruction in visual art, creative writing, music, dance, media arts or theatre for youth at Los Angeles County parks, public housing, or other community-based sites, as assigned by the Los Angeles County (County) Department of Arts and Culture (Arts and Culture), and in close partnership with other County agencies.

Consultants will provide arts instruction and associated services for youth in each assigned location, where services generally include, but art not limited to:

- **Up to three (3) days per week** of instruction (most often scheduled Monday through Friday, though Saturday, Sunday, or evening workshops are sometimes requested)
- **Up to three (3) hours of instruction per day** (this could be split into multiple sessions of varying lengths, but generally will not exceed three hours total for each day of instruction)
- **Up to twenty (20) youth per session**

Consultants will ensure that:

- Sessions are taught by a team of two collaborating artists with specific experience in the delivery of healing-centered, culturally responsive arts instruction;
- Healing-centered curriculum is designed to meet youth development, career readiness, and/or social emotional learning outcomes;
- Curriculum that is aligned with established principles, themes, and goals or Project Based Learning, as determined by site administrators;
- Work products created by students remain at each site as evidence of student learning; and
- Demonstrations of student learning through culminating events, performances, and/or exhibitions are included in the instructional plan.

In addition, there is the opportunity to provide supplemental arts engagements or activities with youth, families, and/or staff at the assigned site or at other sites, as assigned by Arts and Culture. One 90-minute engagement for staff at the assigned site and one 3-hour family/intergenerational engagement are already included as optional elements of the contract per cycle. Any engagements beyond the number or type listed here must be discussed with and approved by Arts and Culture prior to delivery.

2. Assigned Site

Sites for the 2023-2024 program year may include but are not limited to Loma Alta Park. The assigned site may change during the program year, based on an assessment of the success of the program at the site. This assessment would be done in conversation with Parks staff, Arts and Culture staff, and Consultant.

Please note that there may be circumstances beyond the Consultant's and/or Arts and Culture's control that prevent the start of work or that interrupt the continuation/completion of work at a given site. The assigning of a contract is NOT a guarantee of work. Exhibit D details the guidelines around cancellation of classes.

3. Payment of Artists

Arts and Culture is deeply committed to advancing pay equity within the arts education field. The fee schedule employed for all Youth Development Through the Arts contracts was developed in conversation with our community of arts partners. It is expected that all Teaching Artists who work under this contract are adequately compensated for their time and expertise. While Arts and Culture does not monitor or track payment to Teaching Artists, it is our expectation that Teaching Artists receive the full amount of the comprehensive fees allocated for their work under this contract. These fees include compensation for planning and curriculum design, direct instruction, set-up and clean-up, recruitment and community engagement, and an allocation for materials/supplies and mileage (or "miscellaneous costs" during the virtual instruction period).

4. Project Management

- Consultant will schedule and complete project planning meetings at each site prior to the launch of each cycle. Arts and Culture will be included in communication efforts to schedule meetings and will be notified of confirmed meeting dates, times and locations in a timely manner, to enable participation. Consultant agrees to comply with directives as listed in Exhibit C, Planning Guidelines.
- Arts and Culture will be included in communications between Consultant and Site staff, as outlined in Exhibit D, Scheduling, Cancellation, and Attendance Guidelines.

- Documentation of participant attendance will include a Participant Log (Exhibit I) for each site and the Workshop Sign-in Sheet (Exhibit J) for each workshop on a template provided by Arts and Culture. Upon Arts and Culture's request, Consultant will submit completed Workshop Sign-in Sheets as additional support documentation.
- Consultant will provide Requests for LiveScan and Provisional Clearance Requests in a timely manner and agrees to comply with guidelines as described in Exhibit E, Clearance Procedures.
- Consultant will submit invoices as outlined in the Deliverables and Payment Schedule section of this document.
- Consultant will submit signed approval for any large-scale visual arts projects in advance of their production, as provided in Permanent Installation Design Approval form, Exhibit F.
- Consultant will attend a year-end debrief meeting with Arts and Culture.

5. Credit and Acknowledgement

Consultant will acknowledge Youth Development through the Arts ("Project") as follows:

Youth Development through the Arts is a project of the Center for the Empowerment of Families and the Los Angeles County Arts Education Collective and is implemented as a partnership between the Los Angeles County Departments of Arts and Culture, Parks and Recreation, and Probation.

Consultant will identify the Park Site(s) as follows:

[Name of Facility (e.g, Loma Alta Park)] is a park owned or operated by the County of Los Angeles Department of Parks and Recreation.

- Consultant will include the above acknowledgment and the Arts Ed Collective, Arts and Culture, DPR, and Supervisorial District logos ("county logos") on all Project digital and print communications, promotional and product materials. All county logos must be no smaller than one inch in width, no smaller than the Consultant logo, and be placed as a standalone.
- Consultant will include the above acknowledgment and county logos on all Project web pages and will hyperlink the Arts Ed Collective logo to www.lacountyartsedcollective.org, the Arts and Culture logo to www.lacountyarts.org, and the DPR logo to <https://parks.lacounty.gov>.
- Consultant will include the above acknowledgment and county logos on all Project email blasts.

- Consultant will verbally share the above acknowledgment in all events and presentations of the Project.
- Consultant will include the above acknowledgment on all student work products to remain at each facility, including Project mural installation displays.
- Consultant will include the above acknowledgment in all press materials and releases.
- Consultant will submit all digital and print materials featuring the Arts Ed Collective and Arts and Culture logos, as well as all draft press releases announcing the Project, to Arts and Culture's Director of Communications and Public Affairs for review and approval before finalizing, printing, or distributing.
- Consultant will provide a minimum of 48 hours' notice for review and approval of credit and acknowledgment in all digital and print communications, promotional, press, and product materials.
- This provision shall survive termination or expiration of this Agreement.

6. Reporting and Documentation

The submission of the following documents is required for all services, in accordance with the Deliverables and Payment Schedule below. Payments are contingent upon acceptable completion and submission of all deliverables and a final debrief meeting with Arts and Culture.

- **Exhibit F, Permanent Installation Design Approval Form** – If a permanent arts installation is planned for a site, it should be noted on the Site Service Agreement (Exhibit G). Detailed renderings of the design and content must be submitted for approval to the Department of Probation along with the Permanent Installation Design Approval Form (Exhibit F) provided by Arts and Culture. Approved renderings and signed approval form must be promptly reported to Arts and Culture.
- **Exhibit G, Site Service Agreement** – The workshop schedule, as well as the teaching artist(s) and Probation personnel assigned to the project, should be confirmed at an initial planning meeting and must be submitted on the Site Services Agreement. Revisions to the schedule must be noted and submitted in accordance with the instructions detailed in Exhibit G.
- **Exhibit H, Invoice Worksheet** – Documentation of the actual services delivered at each site must be submitted on a template provided by Arts and Culture.
- **Exhibit I, Participant Log** – Documentation of student participation in each workshop must be submitted on a template provided by Arts and Culture. The Participant Log is a summary of all participants during all sessions of the cycle. In the event that questions arise regarding youth participation, Arts and Culture

may request that the Consultant also submit **Exhibit J, Sign-In Sheets**, as supporting documentation.

- **Photographic Documentation of Student Work** – High-resolution photographic images in digital format of students engaged in art-making and/or student work must be submitted.
- **Exhibit K, End of Cycle Report** – A written report must be submitted to Arts and Culture in accordance with the deliverables and payment schedule below, using a template provided by Arts and Culture. Reports will include but are not limited to a written narrative summarizing instruction provided at each site, the successes and challenges of the project, and recommendations for improvement and participation data.
- **Proposed Curriculum** (curriculum map or individual lesson plans) for instruction to be provided at each site.
- **Documentation of any press or media coverage** that featured this project.

7. Deliverables and Payment Schedule

The following table outlines the tentative deliverables and invoicing deadlines for services delivered through the contract year. Invoices must be submitted quarterly and no later than thirty (30) after the end of the quarter, as outlined below. All payments will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the Invoice Worksheet (Exhibit H) for each invoice period. Failure to submit all required documentation and invoices by the stated deadlines may result in the termination of the contract.

Description of Services	Service Period and Invoice Deadline
Second Quarter- January 2023 through February 15, 2023	
<i>Quarter 2</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from contract execution date through February 15, 2023 • Participant Logs (Exhibit I) for services delivered from contract execution through February 15, 2023 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submit invoice for services delivered from contract execution date through February 15, 2023 Invoice and all documentation <u>must be received on or before March 17, 2023</u>
Third Quarter- February 16, 2023 through May 15, 2023	
<i>Quarter 3</i> Consultant will submit to Arts and Culture for each assigned site:	Submit invoice for services delivered February 16, 2023,

<ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from February 16, 2023 through May 15, 2023 • Participant Logs (Exhibit I) for services delivered from February 16, 2023 through May 15, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>through May 15, 2023</p> <p>Invoice and all documentation <u>must be received on or before June 14, 2023</u></p>
Fourth Quarter- May 16, 2023 through June 30, 2023	
<p>Quarter 4</p> <p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from May 16, 2023 through June 30, 2023 • Participant Logs (Exhibit I) for services delivered from May 16, 2023 through June 30, 2023 • End of year report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	<p>Submit invoice for services delivered May 16 through June 30, 2023</p> <p>Invoice and all documentation <u>must be received on or before July 30, 2023</u></p>
Maximum Sum Payable for Contracted Term:	\$63,000

ADDITIONAL SERVICES
July 2023 - June 30, 2024

The following table outlines the tentative deliverables and invoicing deadlines for services delivered through the contract year. Invoices must be submitted quarterly and no later than thirty (30) days after the end of the quarter, as outlined below. All payments will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the Invoice Worksheet (Exhibit H) for each invoice period. Failure to submit all required documentation and invoices by the stated deadlines may result in the termination of the contract.

Description of Services	Service Period and Invoice Deadline
First Quarter- July 1, 2023, through September 30, 2023	
<p>Quarter 1</p> <p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered July 1, 2023 through September 30, 2023 • Participant Logs (Exhibit I) for services delivered July 1, 2023 through September 30, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned 	<p>Submit invoice for services delivered July 1, 2023 through September 30, 2023</p> <p>Invoice and all documentation <u>must be received on or before October 30,</u></p>

site <ul style="list-style-type: none"> • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<u>2023</u>
Second Quarter- October 1, 2023 through December 31, 2023	
Quarter 2 Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from October 1, 2023 through December 31, 2023 • Participant Logs (Exhibit I) for services delivered from October 1, 2023 through December 31, 2023 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submit invoice for services delivered October 1, 2023 through December 31, 2023 Invoice and all documentation <u>must be received on or before January 31, 2024</u>
Third Quarter- January 1, 2024 through March 31, 2024	
Quarter 3 Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from January 1, 2024 through March 31, 2024 • Participant Logs (Exhibit I) for services delivered from January 1, 2024 through March 31, 2024 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submit invoice for services delivered January 1, 2024 through March 31, 2024 Invoice and all documentation <u>must be received on or before April 30, 2024</u>
Fourth Quarter- Period One - April 1, 2024 through May 15, 2024	
Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from April 1, 2024 through May 15, 2024 • Participant Logs (Exhibit I) for services delivered from April 1, 2024 through May 15, 2024 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submit invoice for services delivered April 1, 2024 through May 15, 2024 Invoice and all documentation <u>must be received on or before June 14, 2024</u>
Fourth Quarter- Period Two – May 16, 2024 through June 30, 2024	
Consultant will submit to Arts and Culture for each assigned	Submit invoice for

site: <ul style="list-style-type: none">• Invoice Worksheet (Exhibit H) detailing services delivered from May 16, 2024 through June 30, 2024• Participant Logs (Exhibit I) for services delivered from May 16, 2024 through June 30, 2024• End of year report (Exhibit K)• Documentation of Student Work• Documentation of any press or media coverage that featured this project	services delivered May 16, 2024 through June 30, 2024 Invoice and all documentation <u>must be received on or before July 30, 2024</u>
Maximum Sum Payable for Initial Term, First Extension Term, and Second Extension Terms Combined:	\$ 285,390.00



Contract No. RT_005550-3

**YOUTH DEVELOPMENT THROUGH THE ARTS: ARTS IN JUVENILE DAY REPORTING
CENTERS AND OTHER EDUCATIONAL SETTINGS**

Amendment No. 3

THIS AMENDMENT is made and entered into on _____,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"), by and through Department of Arts
and Culture (hereafter "Arts and Culture"),

and

Boyle Heights Arts Conservatory (hereafter
"Consultant").

WHEREAS, reference is made to that certain document entitled "YOUTH DEVELOPMENT THROUGH THE ARTS: ARTS IN JUVENILE DAY REPORTING CENTERS AND OTHER EDUCATIONAL SETTINGS AGREEMENT", dated October 8, 2021, and further identified as Agreement No. RT_005550, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, on September 14, 2022, parties entered into Amendment No. 1 to extend the contract term, and increase the maximum obligation of County; and

WHEREAS, on May 25, 2023, parties entered into Amendment No. 2 to extend the contract term, adjust rates based on the Costs of Living, increase the maximum obligation of County, replace Exhibit B (Scope of Work) and Exhibit H (Invoice Worksheet), change the Agreement number; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement, to increase the maximum obligation of County by one hundred eighty thousand (\$180,000), and make other hereafter designated changes.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment will be effective upon execution.
2. Paragraph 1, **CONTRACTOR FEE**, will be deleted in its entirety and replaced as follows:

“1. **CONTRACTOR FEE**: The maximum sum payable under the terms of this contract will be increased by one hundred eighty thousand (\$180,000) to cover the cost of services delivered through the new Agreement end date. The revised maximum sum payable during this Agreement shall not exceed four hundred forty-three thousand eighty-six dollars (\$443,086) (“Contract Amount”). This amount is inclusive of all costs incurred by the Consultant related to or in performance of this contract.”
5. Exhibit B, **REVISED SCOPE OF WORK**, will be replaced with Exhibit B-3 – REVISED SCOPE OF WORK, attached hereto and incorporated herein by reference.
8. Except for the changes set forth herein above, all terms and provisions of the Agreement shall not be changed in any respect by this Amendment.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the County of Los Angeles and Contractor have caused this Amendment to be executed on their behalf by their duly authorized representatives, the day and year first above written.

COUNTY OF LOS ANGELES

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

Date: _____

CONTRACTOR

By: _____
Franklin Acevedo, Board President
Boyle Heights Arts Conservatory

Date: _____

By: _____
Heidy Vaquerano, Secretary
Boyle Heights Arts Conservatory

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy County Counsel

EXHIBIT B-3

REVISED SCOPE OF WORK YOUTH DEVELOPMENT THROUGH THE ARTS | ARTS IN JUVENILE DAY REPORTING CENTERS AND OTHER EDUCATIONAL SETTINGS

1. Project Description

Beginning August 2021 and extending through June 30, 2024, highly qualified teaching artists from Boyle Heights Arts Conservatory (Consultant) will provide instruction in visual art, creative writing, music, dance, media arts or theatre for youth at Los Angeles County Juvenile Day Reporting Centers (JDRC), continuation high schools, and other educational settings, as assigned by the Los Angeles County Department of Arts and Culture (Arts and Culture), and in partnership with other County agencies.

Consultants will provide arts instruction and associated services for youth in each assigned location, where services generally include, but are not limited to:

- **Up to three (3) days per week** of instruction (may be scheduled during the school day and/or extended into after-school hours, according to the needs of each location; sessions are most often scheduled Monday through Friday, though Saturday, Sunday, or evening workshops are sometimes requested)
- **Up to three (3) hours of instruction per day** (this could be split into multiple sessions of varying lengths, but generally will not exceed three hours total for each day of instruction)
- **Up to thirty-five (35) youth per session** (instruction is provided for all students enrolled in the class);

Consultants will ensure that:

- Sessions are taught by a team of two collaborating artists with specific experience in the delivery of healing-centered, culturally responsive arts instruction;
- Curriculum is designed to meet youth development and/or social emotional learning outcomes;
- Curriculum is aligned with established themes or goals of the site, as determined in consult with classroom teachers and site administrators, where applicable;
- Work products created by students remain at each site as evidence student learning; and
- Demonstrations of student learning through culminating events, performances and / or exhibitions are included in the instructional plan.

There also may be opportunities for Consultants to provide supplemental services (to be paid in addition to the baseline instructional components described above), which may include but are not limited to:

- Standalone performances or exhibits
- Field trips to arts and/or cultural venues
- Parent/family workshops or other community engagements
- Workshops and/or training sessions for teachers, staff, or other adults who serve youth
- Youth Development Support Services that are delivered by case managers and/or mentors with expertise in serving youth in areas such as mental health, social and emotional learning, positive youth development, and indigenous or cultural practices
- Stipends for students taking on leadership roles, or for participation in key events
- Hot meals, snacks and/or beverages for youth during afterschool time

Supplemental services may be offered and provided only as discussed and agreed upon by Arts and Culture and the site, and they must be listed in the signed Site Service Agreement for each cycle.

2. Assigned Site

Sites for the 2021-2024 program year may include, but are not limited to:

- Boyle Heights Technical Center JDRC

Please note that there may be circumstances beyond the Consultant's and/or Arts and Culture's control that prevent the start of work or that interrupt the continuation/completion of work at a given site. The assigning of a contract is NOT a guarantee of work. Exhibit D details the guidelines around cancellation of classes.

3. Payment of Artists

Arts and Culture is deeply committed to advancing pay equity within the arts education field. The fee schedule employed for all Youth Development Through the Arts contracts was developed in conversation with our community of arts partners. It is expected that all Teaching Artists who work under this contract are adequately compensated for their time and expertise. While Arts and Culture does not monitor or track payment to Teaching Artists, it is our expectation that Teaching Artists receive the full amount of the comprehensive fees allocated for their work under this contract. These fees include compensation for planning and curriculum design, direct instruction, set-up and clean-up, recruitment and community engagement, and an allocation for materials/supplies and mileage (or "miscellaneous costs" during the virtual instruction period).

4. Project Management

- Consultant will schedule and complete project planning meetings at each site

prior to the launch of each cycle. Arts and Culture will be included in communication efforts to schedule meetings and will be notified of confirmed meeting dates, times and locations in a timely manner, to enable participation. Consultant agrees to comply with directives as listed in Exhibit C, Planning Guidelines.

- Arts and Culture will be included in communications between Consultant and Site staff, as outlined in Exhibit D, Scheduling, Cancellation, and Attendance Guidelines.
- Documentation of participant attendance will include a Participant Log (Exhibit I) for each site and the Workshop Sign-in Sheet (Exhibit J) for each workshop on a template provided by Arts and Culture. Upon Arts and Culture's request, Consultant will submit completed Workshop Sign-in Sheets as additional support documentation.
- Consultant will provide Requests for LiveScan and Provisional Clearance Requests in a timely manner and agrees to comply with guidelines as described in Exhibit E, Clearance Procedures.
- Consultant will submit invoices as outlined in the Deliverables and Payment Schedule section of this document.
- Consultant will submit signed approval for any large-scale visual arts projects in advance of their production, as provided in Permanent Installation Design Approval form, Exhibit F.
- Consultant will attend a year-end debrief meeting with Arts and Culture.

5. Credit and Acknowledgement

Consultant will acknowledge Youth Development through the Arts ("Project") as follows:

Youth Development through the Arts is a project of the Los Angeles County Arts Education Collective, and is implemented as a partnership between the Los Angeles County Probation Department, Los Angeles County Department of Arts and Culture and Boyle Heights Arts Conservatory.

- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project digital and print communications, promotional and product materials. The Arts Ed Collective and Arts and Culture logos must be no smaller than one inch in width, no smaller than the Consultant logo, and be placed as a standalone.
- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project web pages and will hyperlink the Arts Ed Collective logo to www.lacountyartsedcollective.org, and the Arts and Culture logo to www.lacountyarts.org.
- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project email blasts.
- Consultant will verbally share the above acknowledgement in all events and presentations of the Project.

- Consultant will include the above acknowledgement on all student work products to remain at each facility, including Project mural installation displays.
- Consultant will include the above acknowledgement in all press materials and releases.
- Consultant will submit all digital and print materials featuring the Arts Ed Collective and Arts and Culture logos, as well as all draft press releases announcing the Project, to Arts and Culture's Director of Communications and Public Affairs for review and approval before finalizing, printing, or distributing.
- Consultant will provide a minimum of 48 hours' notice for review and approval of credit and acknowledgment in all digital and print communications, promotional, press and product materials.
- This provision shall survive termination or expiration of this Agreement.

6. Reporting and Documentation

The submission of the following documents is required for all services, in accordance with the Deliverables and Payment Schedule below. Payments are contingent upon acceptable completion and submission of all deliverables and a final debrief meeting with Arts and Culture.

- **Exhibit F, Permanent Installation Design Approval Form** – If a permanent arts installation is planned for a site, it should be noted on the Site Service Agreement (Exhibit G). Detailed renderings of the design and content must be submitted for approval to the Department of Probation along with the Permanent Installation Design Approval Form (Exhibit F) provided by Arts and Culture. Approved renderings and signed approval form must be promptly reported to Arts and Culture.
- **Exhibit G, Site Service Agreement** – The workshop schedule, as well as the teaching artist(s) and Probation personnel assigned to the project, should be confirmed at an initial planning meeting and must be submitted on the Site Services Agreement. Revisions to the schedule must be noted and submitted in accordance with the instructions detailed in Exhibit G.
- **Exhibit H, Invoice Worksheet** – Documentation of the actual services delivered at each site must be submitted on a template provided by Arts and Culture.
- **Exhibit I, Participant Log** – Documentation of student participation in each workshop must be submitted on a template provided by Arts and Culture. The Participant Log is a summary of all participants during all sessions of the cycle. In the event that questions arise regarding youth participation, Arts and Culture may request that the Consultant also submit **Exhibit J, Sign-In Sheets**, as supporting documentation.
- **Photographic Documentation of Student Work** – High resolution photographic images in digital format of students engaged in art-making and/or student work must be submitted.

- **Exhibit K, End of Cycle Report** – A written report must be submitted to Arts and Culture in accordance with the deliverables and payment schedule below, using a template provided by Arts and Culture. Reports will include but are not limited to a written narrative summarizing instruction provided at each site, the successes and challenges of the project, and recommendations for improvement and participation data.
- **Proposed Curriculum** (curriculum map or individual lesson plans) for instruction to be provided at each site.
- **Documentation of any press or media coverage** that featured this project.

7. Deliverables and Payment Schedule

September 2021 - August 2022

The following table provides the tentative deliverables, invoicing deadlines, and maximum invoice amounts for this scope of work. All invoicing and payment will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the invoice Worksheet (Exhibit H) for each invoice period. All reimbursable payments require receipts for food and supplies and signed vouchers from individuals as documentation. A complete list of all reimbursable charges indexed to receipts and vouchers must be provided on a separate page.

Description of Services	Deadline	Payments
FALL CYCLE—September – December 2021		
<i>Deliverable Set 1</i> Consultant will complete Fall Cycle project planning meetings at each assigned site Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none">• Signed Site Service Agreement (Exhibit G)• Proposed curriculum (curriculum map or individual lesson plans)	Upon signing of contract	Submitted invoice 1 for \$18,507
<i>Deliverable Set 2</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none">• Invoice Worksheet (Exhibit H) detailing services through the invoice date• Participant Logs (Exhibit I) for services through the invoice date• CBO Monthly Service Delivery Forms	October 29, 2021	

<p><i>Deliverable Set 3</i> Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • Participant Logs (Exhibit I) for services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • End of Cycle report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	January 7, 2022	
SPRING CYCLE January – June 2022		
<p><i>Deliverable Set 4</i> Consultant will complete Spring Cycle project planning meetings at each assigned site Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Signed Site Service Agreement (Exhibit G) • Proposed curriculum (curriculum map or individual lesson plans) 	January 14, 2022	
<p><i>Deliverable Set 5</i> Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services through the invoice date • Participant Logs (Exhibit I) for services through the invoice date • CBO Monthly Service Delivery Forms 	March 18, 2022	Submitted invoice #5 for \$24,308
<p><i>Deliverable Set 6</i> Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • Participant Logs (Exhibit I) for services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • End of Cycle report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	June 17, 2022	Submitted invoice #6 for \$15,508
SUMMER CYCLE June- August 2022		

<i>Deliverable Set 7</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from last invoice date through August 31, 2022 • Participant Logs (Exhibit I) for services delivered from last invoice date through August 31, 2022 • End of Cycle report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	September 15, 2022	
--	--------------------	--

ADDITIONAL SERVICES
August 2022 – June 30 2023

The following table outlines the tentative deliverables and invoicing deadlines for services delivered through the contract year. Invoices must be submitted quarterly and no later than thirty (30) after the end of the quarter, as outlined below. All payment will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the Invoice Worksheet (Exhibit H) for each invoice period. Failure to submit all required documentation and invoices by the stated deadlines may result in the termination of the contract.

Description of Services	Service Period and Invoice Deadline
First Quarter- August 16, 2022, through November 15, 2022	
Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered August 16, 2022 through November 15, 2022 • Participant Logs (Exhibit I) for services delivered August 16, 2022 through November 15, 2022 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submitted invoice #8 for \$23,804
Second Quarter- November 16, 2022 through February 15, 2023	
<i>Quarter 2</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from November 16, 2022 through February 15, 2023 • Participant Logs (Exhibit I) for services delivered from November 16, 2022 through February 15, 2023 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual 	Submitted invoice #9 for \$22,218

lesson plans)	
Third Quarter- February 16, 2023 through May 15, 2023	
Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from February 16, 2023 through May 15, 2023 • Participant Logs (Exhibit I) for services delivered from February 16, 2023 through May 15, 2023 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submit invoice for services delivered February 16, 2023, through May 15, 2023 Invoice and all documentation <u>must be received on or before</u> <u>June 14, 2023</u>
Fourth Quarter- May 16, 2023 through June 30, 2023	
Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from May 16, 2023 through June 30, 2023 • Participant Logs (Exhibit I) for services delivered from May 16, 2023 through June 30, 2023 • End of year report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	Submit invoice for services delivered May 16 through June 30, 2023 Invoice and all documentation <u>must be received on or before</u> <u>July 30, 2023</u>
Maximum Sum Payable for Initial Term and First Extension Term Combined:	\$230,086.00

ADDITIONAL SERVICES
July 2023 - June 30, 2024

The following table outlines the tentative deliverables and invoicing deadlines for services delivered through the contract year. Invoices must be submitted quarterly and no later than thirty (30) days after the end of the quarter, as outlined below. All payments will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the Invoice Worksheet (Exhibit H) for each invoice period. Failure to submit all required documentation and invoices by the stated deadlines may result in the termination of the contract.

Description of Services	Service Period and Invoice Deadline
First Quarter- July 1, 2023, through September 30, 2023	
<i>Quarter 1</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered July 1, 2023 through September 30, 2023 • Participant Logs (Exhibit I) for services delivered July 1, 2023 through September 30, 2023 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or 	Submit invoice for services delivered July 1, 2023 through September 30, 2023 Invoice and all documentation <u>must be received on or before</u> <u>October 30, 2023</u>

individual lesson plans)	
Second Quarter- October 1, 2023 through December 31, 2023	
Quarter 2 Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from October 1, 2023 through December 31, 2023 • Participant Logs (Exhibit I) for services delivered from October 1, 2023 through December 31, 2023 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submit invoice for services delivered October 1, 2023 through December 31, 2023 Invoice and all documentation <u>must be received on or before January 31, 2024</u>
Third Quarter- January 1, 2024 through March 31, 2024	
Quarter 3 Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from January 1, 2024 through March 31, 2024 • Participant Logs (Exhibit I) for services delivered from January 1, 2024 through March 31, 2024 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submit invoice for services delivered January 1, 2024 through March 31, 2024 Invoice and all documentation <u>must be received on or before April 30, 2024</u>
Fourth Quarter- Period One - April 1, 2024 through May 15, 2024	
Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from April 1, 2024 through May 15, 2024 • Participant Logs (Exhibit I) for services delivered from April 1, 2024 through May 15, 2024 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submit invoice for services delivered April 1, 2024 through May 15, 2024 Invoice and all documentation <u>must be received on or before June 14, 2024</u>
Fourth Quarter- Period Two – May 16, 2024 through June 30, 2024	
Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from May 16, 2024 through June 30, 2024 • Participant Logs (Exhibit I) for services delivered from May 16, 2024 through June 30, 2024 	Submit invoice for services delivered May 16, 2024 through June 30, 2024 Invoice and all documentation <u>must be</u>

<ul style="list-style-type: none"> • End of year report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	<u>received on or before July 30, 2024</u>
Maximum Sum Payable for Initial Term, First Extension Term, and Second Extension Terms Combined:	\$ 443,086.00



Contract No. RT_005556-3

**YOUTH DEVELOPMENT THROUGH THE ARTS: ARTS INSTRUCTION FOR YOUTH IN
PROBATION CAMPS AND JUVENILE HALLS**

Amendment No. 3

THIS AMENDMENT is made and entered into on _____,

by and between COUNTY OF LOS ANGELES (hereafter
"County"), by and through Department of Arts
and Culture (hereafter "Arts and Culture"),

and Boyle Heights Arts Conservatory (hereafter
"Consultant").

WHEREAS, reference is made to that certain document entitled "YOUTH DEVELOPMENT THROUGH THE ARTS: ARTS INSTRUCTION FOR YOUTH IN PROBATION CAMPS AND JUVENILE HALLS AGREEMENT", dated October 1, 2021, and further identified as Agreement No. RT_005556, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, on September 14, 2022, parties entered into Amendment No. 1 to extend the contract term, and increase the maximum obligation of County; and

WHEREAS, on June 15, 2023, parties entered into Amendment No. 2 to extend the contract term, adjust rates based on the Costs of Living, increase the maximum obligation of County, replace Exhibit B (Scope of Work) and Exhibit H (Invoice Worksheet), change the Agreement number; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement, to increase the maximum obligation of County by four hundred eighty thousand (\$480,000), and make other hereafter designated changes.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment will be effective upon execution.

2. Paragraph 1, **CONTRACTOR FEE**, will be deleted in its entirety and replaced as follows:

“1. **CONTRACTOR FEE:** The maximum sum payable under the terms of this contract will be increased by four hundred eighty thousand (\$480,000) to cover the cost of services delivered through the new Agreement end date. The revised maximum sum payable during this Agreement shall not exceed one million two hundred eighty-six thousand three hundred eighty dollars (\$1,286,380) (“Contract Amount”). This amount is inclusive of all costs incurred by the Consultant related to or in performance of this contract.”

3. Exhibit B, **REVISED SCOPE OF WORK**, will be replaced with Exhibit B-3 – REVISED SCOPE OF WORK, attached hereto and incorporated herein by reference.
4. Except for the changes set forth herein above, all terms and provisions of the Agreement shall not be changed in any respect by this Amendment. /

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the County of Los Angeles and Contractor have caused this Amendment to be executed on their behalf by their duly authorized representatives, the day and year first above written.

COUNTY OF LOS ANGELES

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

Date: _____

CONTRACTOR

By: _____
Franklin Acevedo, Board President
Boyle Heights Arts Conservatory

Date: _____

By: _____
Heidy Vaquerano, Secretary
Boyle Heights Arts Conservatory

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

EXHIBIT B-3
REVISED SCOPE OF WORK
YOUTH DEVELOPMENT THROUGH THE ARTS | ARTS INSTRUCTION FOR
YOUTH IN PROBATION CAMPS AND JUVENILE HALLS

1. Project Description

Beginning August 2021 and extending through June 30, 2024, highly qualified teaching artists from Boyle Heights Arts Conservatory (Consultant) will provide instruction in visual art, creative writing, music, dance, media arts or theatre for youth at LA County detention facilities (Camps and Halls) and/or other residential facilities, as assigned by the Los Angeles County Department of Arts and Culture, and in partnership with other County agencies.

Consultants will provide arts instruction and associated services for youth in each assigned location, where services generally include, but art not limited to:

- **Up to three (3) days per week** of instruction (may be scheduled during the school day and/or extended into after-school hours, according to the needs of each location; sessions are most often scheduled Monday through Friday, though Saturday, Sunday, or evening workshops are sometimes requested)
- **Up to three (3) hours of instruction per day** (this could be split into multiple sessions of varying lengths, but generally will not exceed three hours total for each day of instruction)
- **Up to fifteen (15) youth per session** (instruction is provided for all students enrolled in the class);

Consultants will ensure that:

- Sessions are taught by a team of two collaborating artists with specific experience in the delivery of healing-centered, culturally responsive arts instruction;
- Curriculum is designed to meet youth development and/or social-emotional learning outcomes;
- Curriculum is aligned with established themes or goals of the site, as determined in consult with classroom teachers and site administrators, where applicable;
- Work products created by students remain at each site as evidence student learning; and
- Demonstrations of student learning through culminating events, performances, and/or exhibitions are included in the instructional plan.

There also may be opportunities for Consultants to provide supplemental services (to be paid in addition to the baseline instructional components described above), which may include but are not limited to:

- Standalone performances or exhibits
- Field trips to arts and/or cultural venues
- Parent/family workshops or other community engagements

- Workshops and/or training sessions for teachers, staff, or other adults who serve youth

Supplemental services may be offered and provided only as discussed and agreed upon by Arts and Culture and the site, and they must be listed in the signed Site Service Agreement for each cycle.

2. Assigned Site

Sites for the 2021-2024 program year may include, but are not limited to:

- Camp Afflerbaugh
- Central Juvenile Hall
- Camp Kilpatrick
- Barry J. Nidorf Juvenile Hall

Please note that there may be circumstances beyond the Consultant's and/or Arts and Culture's control that prevent the start of work or that interrupt the continuation/completion of work at a given site. The assigning of a contract is NOT a guarantee of work. Exhibit D details the guidelines around cancellation of classes.

3. Payment of Artists

Arts and Culture is deeply committed to advancing pay equity within the arts education field. The fee schedule employed for all Youth Development Through the Arts contracts was developed in conversation with our community of arts partners. It is expected that all Teaching Artists who work under this contract are adequately compensated for their time and expertise. While Arts and Culture does not monitor or track payment to Teaching Artists, it is our expectation that Teaching Artists receive the full amount of the comprehensive fees allocated for their work under this contract. These fees include compensation for planning and curriculum design, direct instruction, set-up and clean-up, recruitment and community engagement, and an allocation for materials/supplies and mileage (or "miscellaneous costs" during the virtual instruction period).

4. Project Management

- Consultant will schedule and complete project planning meetings at each site prior to the launch of each cycle. Arts and Culture will be included in communication efforts to schedule meetings and will be notified of confirmed meeting dates, times and locations in a timely manner, to enable participation. Consultant agrees to comply with directives as listed in Exhibit C, Planning Guidelines.
- Arts and Culture will be included in communications between Consultant and Site staff, as outlined in Exhibit D, Scheduling, Cancellation, and Attendance Guidelines.
- Documentation of participant attendance will include a Participant Log (Exhibit I) for each site and the Workshop Sign-in Sheet (Exhibit J) for each workshop on a template provided by Arts and Culture. Upon Arts and Culture's request, Consultant will submit completed Workshop Sign-in Sheets as additional support documentation.
- Consultant will provide Requests for LiveScan and Provisional Clearance Requests in a timely manner and agrees to comply with guidelines as described in Exhibit E, Clearance Procedures.
- Consultant will submit invoices as outlined in the Deliverables and Payment Schedule

section of this document.

- Consultant will submit signed approval for any large-scale visual arts projects in advance of their production, as provided in Permanent Installation Design Approval form, Exhibit F.
- Consultant will attend a year-end debrief meeting with Arts and Culture.

5. Credit and Acknowledgement

Consultant will acknowledge Youth Development through the Arts (“Project”) as follows:

Youth Development through the Arts is a project of the Los Angeles County Arts Education Collective, and is implemented as a partnership between the Los Angeles County Probation Department, Los Angeles County Department of Arts and Culture and Boyle Heights Arts Conservatory.

- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project digital and print communications, promotional and product materials. The Arts Ed Collective and Arts and Culture logos must be no smaller than one inch in width, no smaller than the Consultant logo, and be placed as a standalone.
- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project web pages and will hyperlink the Arts Ed Collective logo to www.lacountyartsedcollective.org, and the Arts and Culture logo to www.lacountyarts.org.
- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project email blasts.
- Consultant will verbally share the above acknowledgement in all events and presentations of the Project.
- Consultant will include the above acknowledgement on all student work products to remain at each facility, including Project mural installation displays.
- Consultant will include the above acknowledgement in all press materials and releases.
- Consultant will submit all digital and print materials featuring the Arts Ed Collective and Arts and Culture logos, as well as all draft press releases announcing the Project, to Arts and Culture’s Director of Communications and Public Affairs for review and approval before finalizing, printing, or distributing.
- Consultant will provide a minimum of 48 hours’ notice for review and approval of credit and acknowledgment in all digital and print communications, promotional, press and product materials.
- This provision shall survive termination or expiration of this Agreement.

6. Reporting and Documentation

The submission of the following documents is required for all services, in accordance with the Deliverables and Payment Schedule below. Payments are contingent upon acceptable completion and submission of all deliverables and a final debrief meeting with Arts and Culture.

- **Exhibit F, Permanent Installation Design Approval Form** – If a permanent arts installation is planned for a site, it should be noted on the Site Service Agreement

(Exhibit G). Detailed renderings of the design and content must be submitted for approval to the Department of Probation along with the Permanent Installation Design Approval Form (Exhibit F) provided by Arts and Culture. Approved renderings and signed approval form must be promptly reported to Arts and Culture.

- **Exhibit G, Site Service Agreement** – The workshop schedule, as well as the teaching artist(s) and Probation personnel assigned to the project, should be confirmed at an initial planning meeting and must be submitted on the Site Services Agreement. Revisions to the schedule must be noted and submitted in accordance with the instructions detailed in Exhibit G.
- **Exhibit H, Invoice Worksheet** – Documentation of the actual services delivered at each site must be submitted on a template provided by Arts and Culture.
- **Exhibit I, Participant Log** – Documentation of student participation in each workshop must be submitted on a template provided by Arts and Culture. The Participant Log is a summary of all participants during all sessions of the cycle. In the event that questions arise regarding youth participation, Arts and Culture may request that the Consultant also submit **Exhibit J, Sign-In Sheets**, as supporting documentation.
- **Photographic Documentation of Student Work** – High resolution photographic images in digital format of students engaged in art-making and/or student work must be submitted.
- **Exhibit K, End of Cycle Report** – A written report must be submitted to Arts and Culture in accordance with the deliverables and payment schedule below, using a template provided by Arts and Culture. Reports will include but are not limited to a written narrative summarizing instruction provided at each site, the successes and challenges of the project, and recommendations for improvement and participation data.
- **Proposed Curriculum** (curriculum map or individual lesson plans) for instruction to be provided at each site.
- **Documentation of any press or media coverage** that featured this project.

7. Deliverables and Payment Schedule

September 2021 - August 2022

The following table provides the tentative deliverables, invoicing deadlines, and maximum invoice amounts for this scope of work. All invoicing and payment will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the invoice Worksheet (Exhibit H) for each invoice period. All reimbursable payments require receipts for food and supplies and signed vouchers from individuals as documentation. A complete list of all reimbursable charges indexed to receipts and vouchers must be provided on a separate page.

Description of Services	Deadline	Payments
FALL CYCLE—September – December 2021		

<i>Deliverable Set 1</i> Consultant will complete Fall Cycle project planning meetings at each assigned site Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Signed Site Service Agreement (Exhibit G) • Proposed curriculum (curriculum map or individual lesson plans) 	Upon signing of contract	No invoice submitted
<i>Deliverable Set 2</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services through the invoice date • Participant Logs (Exhibit I) for services through the invoice date • CBO Monthly Service Delivery Forms 	October 29, 2021	Submitted invoice for \$28,052
<i>Deliverable Set 3</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • Participant Logs (Exhibit I) for services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • End of Cycle report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	January 7, 2022	Submitted invoice for \$15,105
SPRING CYCLE January – June 2022		
<i>Deliverable Set 4</i> Consultant will complete Spring Cycle project planning meetings at each assigned site Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Signed Site Service Agreement (Exhibit G) • Proposed curriculum (curriculum map or individual lesson plans) 	January 14, 2022	Submitted invoice for \$4,000

<i>Deliverable Set 5</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services through the invoice date • Participant Logs (Exhibit I) for services through the invoice date • CBO Monthly Service Delivery Forms 	March 18, 2022	Submitted invoice #5 for \$42,622
<i>Deliverable Set 6</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • Participant Logs (Exhibit I) for services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • End of Cycle report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	June 17, 2022	Submitted invoice #6 for \$19,633
SUMMER CYCLE June- August 2022		
<i>Deliverable Set 7</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from last invoice date through August 31, 2022 • Participant Logs (Exhibit I) for services delivered from last invoice date through August 31, 2022 • End of Cycle report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	September 15, 2022	Submitted invoice #7 for \$32,028

August 2022 - June 30, 2023

The following table outlines the tentative deliverables and invoicing deadlines for services delivered through the contract year. Invoices must be submitted quarterly and no later than thirty (30) after the end of the quarter, as outlined below. All payments will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the Invoice Worksheet (Exhibit H) for each invoice period. Failure to submit all required documentation and invoices by the stated deadlines may result in the termination of the contract.

Description of Services	Service Period and Invoice Deadline
-------------------------	-------------------------------------

First Quarter - August 16, 2022, through November 15, 2022	
<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered August 16, 2022 through November 15, 2022 • Participant Logs (Exhibit I) for services delivered August 16, 2022 through November 15, 2022 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submitted invoice #8 for \$31,601
Second Quarter- November 16, 2022 through February 15, 2023	
<p>Quarter 2</p> <p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from November 16, 2022 through February 15, 2023 • Participant Logs (Exhibit I) for services delivered from November 16, 2022 through February 15, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submitted invoice #9 for \$49,891
Third Quarter- February 16, 2023 through May 15, 2023	
<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from February 16, 2023 through May 15, 2023 • Participant Logs (Exhibit I) for services delivered from February 16, 2023 through May 15, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered February 16, 2023, through May 15, 2023</p> <p>Invoice and all documentation <u>must be received on or before</u> <u>June 14, 2023</u></p>
Fourth Quarter- May 16, 2023 through June 30, 2023	
<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from May 16, 2023 through June 30, 2023 • Participant Logs (Exhibit I) for services delivered from May 16, 2023 through June 30, 2023 • End of year report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	<p>Submit invoice for services delivered May 16 through June 30, 2023</p> <p>Invoice and all documentation <u>must be received on or before</u> <u>July 30, 2023</u></p>
Maximum Sum Payable for Initial Term and First Extension Term Combined:	\$350,000

**ADDITIONAL SERVICES
July 2023 - June 30, 2024**

The following table outlines the tentative deliverables and invoicing deadlines for services

delivered through the contract year. Invoices must be submitted quarterly and no later than thirty (30) days after the end of the quarter, as outlined below. All payments will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the Invoice Worksheet (Exhibit H) for each invoice period. Failure to submit all required documentation and invoices by the stated deadlines may result in the termination of the contract.

Description of Services	Service Period and Invoice Deadline
First Quarter- July 1, 2023, through September 30, 2023	
<p>Quarter 1 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered July 1, 2023 through September 30, 2023 • Participant Logs (Exhibit I) for services delivered July 1, 2023 through September 30, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered July 1, 2023 through September 30, 2023</p> <p>Invoice and all documentation <u>must be received on or before</u> <u>October 30, 2023</u></p>
Second Quarter- October 1, 2023 through December 31, 2023	
<p>Quarter 2 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from October 1, 2023 through December 31, 2023 • Participant Logs (Exhibit I) for services delivered from October 1, 2023 through December 31, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered October 1, 2023 through December 31, 2023</p> <p>Invoice and all documentation <u>must be received on or before</u> <u>January 31, 2024</u></p>
Third Quarter- January 1, 2024 through March 31, 2024	
<p>Quarter 3 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from January 1, 2024 through March 31, 2024 • Participant Logs (Exhibit I) for services delivered from January 1, 2024 through March 31, 2024 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered January 1, 2024 through March 31, 2024</p> <p>Invoice and all documentation <u>must be received on or before</u> <u>April 30, 2024</u></p>
Fourth Quarter- Period One - April 1, 2024 through May 15, 2024	
<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from April 1, 2024 through May 15, 2024 • Participant Logs (Exhibit I) for services delivered from April 1, 2024 through May 15, 2024 	<p>Submit invoice for services delivered April 1, 2024 through May 15, 2024</p>

And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Invoice and all documentation <u>must be received on or before</u> <u>June 14, 2024</u>
Fourth Quarter- Period Two – May 16, 2024 through June 30, 2024	
Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from May 16, 2024 through June 30, 2024 • Participant Logs (Exhibit I) for services delivered from May 16, 2024 through June 30, 2024 • End of year report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	Submit invoice for services delivered May 16, 2024 through June 30, 2024 Invoice and all documentation <u>must be received on or before</u> <u>July 30, 2024</u>
Maximum Sum Payable for Initial Term, First Extension Term, and Second Extension Terms Combined:	\$ 1,286,380.00



Contract No. RT_006484-2

YOUTH DEVELOPMENT THROUGH THE ARTS: ARTS IN COMMUNITIES

Amendment No. 2

THIS AMENDMENT is made and entered into on _____,

by and between COUNTY OF LOS ANGELES (hereafter "County"), by and through Department of Arts and Culture (hereafter "Arts and Culture"),

and African Soul International (hereafter "Consultant").

WHEREAS, reference is made to that certain document entitled "YOUTH DEVELOPMENT THROUGH THE ARTS: ARTS IN COMMUNITIES AGREEMENT", dated January 30, 2022, and further identified as Agreement No. RT_006484, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, on June 21, 2023, parties entered into Amendment No. 1 to extend the contract term, adjust rates based on the Costs of Living, increase the maximum obligation of County, replace Exhibit B (Scope of Work) and Exhibit H (Invoice Worksheet), change the Agreement number; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement, to increase the maximum obligation of County by one hundred sixty thousand (\$160,000), and make other hereafter designated changes.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment will be effective upon execution.
2. Paragraph 1, **CONTRACTOR FEE**, will be deleted in its entirety and replaced as follows:

"1. **CONTRACTOR FEE:** The maximum sum payable under the terms of this contract will be increased by one hundred sixty thousand (\$160,000) to cover the

cost of services delivered through the new Agreement end date. The revised maximum sum payable during this Agreement shall not exceed two hundred ninety-three thousand three hundred ninety dollars (\$293,390) ("Contract Amount"). This amount is inclusive of all costs incurred by the Consultant related to or in performance of this contract."

3. Exhibit B, **REVISED SCOPE OF WORK**, will be replaced with Exhibit B-2 – REVISED SCOPE OF WORK, attached hereto and incorporated herein by reference.
4. Except for the changes set forth herein above, all terms and provisions of the Agreement shall not be changed in any respect by this Amendment.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the County of Los Angeles and Contractor have caused this Amendment to be executed on their behalf by their duly authorized representatives, the day and year first above written.

COUNTY OF LOS ANGELES

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

Date: _____

CONTRACTOR

By: _____
Adama Jewel Jackson, Director/Chair
African Soul International

Date: _____

By: _____
Isatu N'diaye, Treasurer
African Soul International

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy County Counsel

EXHIBIT B-2
REVISED SCOPE OF WORK
YOUTH DEVELOPMENT THROUGH THE ARTS | ARTS IN COMMUNITIES

1. Project Description

Beginning January 2023 and extending through June 30, 2024, highly qualified teaching artists from African Soul International (Consultant) will provide instruction in visual art, creative writing, music, dance, media arts or theatre for youth at Los Angeles County parks, public housing, or other community-based sites, as assigned by the Los Angeles County (County) Department of Arts and Culture (Arts and Culture), and in close partnership with other County agencies.

Consultants will provide arts instruction and associated services for youth in each assigned location, where services generally include, but art not limited to:

- **Up to three (3) days per week** of instruction (most often scheduled Monday through Friday, though Saturday, Sunday, or evening workshops are sometimes requested)
- **Up to three (3) hours of instruction per day** (this could be split into multiple sessions of varying lengths, but generally will not exceed three hours total for each day of instruction)
- **Up to twenty (20) youth per session**

Consultants will ensure that:

- Sessions are taught by a team of two collaborating artists with specific experience in the delivery of healing-centered, culturally responsive arts instruction;
- Healing-centered curriculum is designed to meet youth development, career readiness, and/or social emotional learning outcomes;
- Curriculum that is aligned with established principles, themes, and goals or Project Based Learning, as determined by site administrators;
- Work products created by students remain at each site as evidence of student learning; and
- Demonstrations of student learning through culminating events, performances, and/or exhibitions are included in the instructional plan.

In addition, there is the opportunity to provide supplemental arts engagements or

activities with youth, families, and/or staff at the assigned site or at other sites, as assigned by Arts and Culture. One 90-minute engagement for staff at the assigned site and one 3-hour family/intergenerational engagement are already included as optional elements of the contract per cycle. Any engagements beyond the number or type listed here must be discussed with and approved by Arts and Culture prior to delivery.

2. Assigned Site

Sites for the 2023-2024 program years may include, but are not limited to: Sorenson Park. The assigned site may change during the program year, based on an assessment of the success of the program at the site. This assessment would be done in conversation with Parks staff, Arts and Culture staff, and Consultant.

Please note that there may be circumstances beyond the Consultant's and/or Arts and Culture's control that prevent the start of work or that interrupt the continuation/completion of work at a given site. The assigning of a contract is NOT a guarantee of work. Exhibit D details the guidelines around cancellation of classes.

3. Payment of Artists

Arts and Culture is deeply committed to advancing pay equity within the arts education field. The fee schedule employed for all Youth Development Through the Arts contracts was developed in conversation with our community of arts partners. It is expected that all Teaching Artists who work under this contract are adequately compensated for their time and expertise. While Arts and Culture does not monitor or track payment to Teaching Artists, it is our expectation that Teaching Artists receive the full amount of the comprehensive fees allocated for their work under this contract. These fees include compensation for planning and curriculum design, direct instruction, set-up and clean-up, recruitment and community engagement, and an allocation for materials/supplies and mileage (or "miscellaneous costs" during the virtual instruction period).

4. Project Management

- Consultant will schedule and complete project planning meetings at each site prior to the launch of each cycle. Arts and Culture will be included in communication efforts to schedule meetings and will be notified of confirmed meeting dates, times and locations in a timely manner, to enable participation. Consultant agrees to comply with directives as listed in Exhibit C, Planning Guidelines.
- Arts and Culture will be included in communications between Consultant and Site staff, as outlined in Exhibit D, Scheduling, Cancellation, and Attendance Guidelines.
- Documentation of participant attendance will include a Participant Log (Exhibit I)

for each site and the Workshop Sign-in Sheet (Exhibit J) for each workshop on a template provided by Arts and Culture. Upon Arts and Culture's request, Consultant will submit completed Workshop Sign-in Sheets as additional support documentation.

- Consultant will provide Requests for LiveScan and Provisional Clearance Requests in a timely manner and agrees to comply with guidelines as described in Exhibit E, Clearance Procedures.
- Consultant will submit invoices as outlined in the Deliverables and Payment Schedule section of this document.
- Consultant will submit signed approval for any large-scale visual arts projects in advance of their production, as provided in Permanent Installation Design Approval form, Exhibit F.
- Consultant will attend a year-end debrief meeting with Arts and Culture.

5. Credit and Acknowledgement

Consultant will acknowledge Youth Development through the Arts ("Project") as follows:

Youth Development through the Arts is a project of the Center for the Empowerment of Families and the Los Angeles County Arts Education Collective and is implemented as a partnership between African Soul International and the Los Angeles County Departments of Arts and Culture, Parks and Recreation, Youth Development, and Probation.

Consultant will identify the Park Site(s) as follows:

[Name of Facility (e.g, Sorenson Park)] is a park owned or operated by the County of Los Angeles Department of Parks and Recreation.

- Consultant will include the above acknowledgement and the Arts Ed Collective, Arts and Culture, DPR, and Supervisorial District logos ("county logos") on all Project digital and print communications, promotional and product materials. All county logos must be no smaller than one inch in width, no smaller than the Consultant logo, and be placed as a standalone.
- Consultant will include the above acknowledgement and county logos on all Project web pages and will hyperlink the Arts Ed Collective logo to www.lacountyartsedcollective.org, the Arts and Culture logo to www.lacountyarts.org, and the DPR logo to <https://parks.lacounty.gov>.
- Consultant will include the above acknowledgement and county logos on all Project email blasts.
- Consultant will verbally share the above acknowledgment in all events and

presentations of the Project.

- Consultant will include the above acknowledgment on all student work products to remain at each facility, including Project mural installation displays.
- Consultant will include the above acknowledgment in all press materials and releases.
- Consultant will submit all digital and print materials featuring the Arts Ed Collective and Arts and Culture logos, as well as all draft press releases announcing the Project, to Arts and Culture's Director of Communications and Public Affairs for review and approval before finalizing, printing, or distributing.
- Consultant will provide a minimum of 48 hours' notice for review and approval of credit and acknowledgment in all digital and print communications, promotional, press, and product materials.
- This provision shall survive termination or expiration of this Agreement.

6. Reporting and Documentation

The submission of the following documents is required for all services, in accordance with the Deliverables and Payment Schedule below. Payments are contingent upon acceptable completion and submission of all deliverables and a final debrief meeting with Arts and Culture.

- **Exhibit F, Permanent Installation Design Approval Form** – If a permanent arts installation is planned for a site, it should be noted on the Site Service Agreement (Exhibit G). Detailed renderings of the design and content must be submitted for approval to the Department of Probation along with the Permanent Installation Design Approval Form (Exhibit F) provided by Arts and Culture. Approved renderings and signed approval form must be promptly reported to Arts and Culture.
- **Exhibit G, Site Service Agreement** – The workshop schedule, as well as the teaching artist(s) and Probation personnel assigned to the project, should be confirmed at an initial planning meeting and must be submitted on the Site Services Agreement. Revisions to the schedule must be noted and submitted in accordance with the instructions detailed in Exhibit G.
- **Exhibit H, Invoice Worksheet** – Documentation of the actual services delivered at each site must be submitted on a template provided by Arts and Culture.
- **Exhibit I, Participant Log** – Documentation of student participation in each workshop must be submitted on a template provided by Arts and Culture. The Participant Log is a summary of all participants during all sessions of the cycle. In the event that questions arise regarding youth participation, Arts and Culture

may request that the Consultant also submit **Exhibit J, Sign-In Sheets**, as supporting documentation.

- **Photographic Documentation of Student Work** – High-resolution photographic images in digital format of students engaged in art-making and/or student work must be submitted.
- **Exhibit K, End of Cycle Report** – A written report must be submitted to Arts and Culture in accordance with the deliverables and payment schedule below, using a template provided by Arts and Culture. Reports will include but are not limited to a written narrative summarizing instruction provided at each site, the successes and challenges of the project, and recommendations for improvement and participation data.
- **Proposed Curriculum** (curriculum map or individual lesson plans) for instruction to be provided at each site.
- **Documentation of any press or media coverage** that featured this project.

7. Deliverables and Payment Schedule

The following table outlines the tentative deliverables and invoicing deadlines for services delivered through the contract year. Invoices must be submitted quarterly and no later than thirty (30) after the end of the quarter, as outlined below. All payments will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the Invoice Worksheet (Exhibit H) for each invoice period. Failure to submit all required documentation and invoices by the stated deadlines may result in the termination of the contract.

Description of Services	Service Period and Invoice Deadline
Second Quarter- January 2023 through February 15, 2023	
<i>Quarter 2</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from contract execution date through February 15, 2023 • Participant Logs (Exhibit I) for services delivered from contract execution through February 15, 2023 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submit invoice for services delivered from contract execution date through February 15, 2023 Invoice and all documentation <u>must be received on or before March 17, 2023</u>
Third Quarter- February 16, 2023 through May 15, 2023	
<i>Quarter 3</i> Consultant will submit to Arts and Culture for each assigned site:	Submit invoice for services delivered February 16, 2023,

<ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from February 16, 2023 through May 15, 2023 • Participant Logs (Exhibit I) for services delivered from February 16, 2023 through May 15, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>through May 15, 2023</p> <p>Invoice and all documentation <u>must be received on or before June 14, 2023</u></p>
Fourth Quarter- May 16, 2023 through June 30, 2023	
<p>Quarter 4</p> <p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from May 16, 2023 through June 30, 2023 • Participant Logs (Exhibit I) for services delivered from May 16, 2023 through June 30, 2023 • End of year report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	<p>Submit invoice for services delivered May 16 through June 30, 2023</p> <p>Invoice and all documentation <u>must be received on or before July 30, 2023</u></p>
Maximum Sum Payable for Contracted Term:	\$63,000

ADDITIONAL SERVICES
July 2023 - June 30, 2024

The following table outlines the tentative deliverables and invoicing deadlines for services delivered through the contract year. Invoices must be submitted quarterly and no later than thirty (30) days after the end of the quarter, as outlined below. All payments will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the Invoice Worksheet (Exhibit H) for each invoice period. Failure to submit all required documentation and invoices by the stated deadlines may result in the termination of the contract.

Description of Services	Service Period and Invoice Deadline
First Quarter- July 1, 2023, through September 30, 2023	
<p>Quarter 1</p> <p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered July 1, 2023 through September 30, 2023 • Participant Logs (Exhibit I) for services delivered July 1, 2023 through September 30, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) 	<p>Submit invoice for services delivered July 1, 2023 through September 30, 2023</p> <p>Invoice and all documentation <u>must be received on or before October 30, 2023</u></p>

<ul style="list-style-type: none"> • Submit proposed curriculum (curriculum map or individual lesson plans) 	
Second Quarter- October 1, 2023 through December 31, 2023	
<p>Quarter 2 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from October 1, 2023 through December 31, 2023 • Participant Logs (Exhibit I) for services delivered from October 1, 2023 through December 31, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered October 1, 2023 through December 31, 2023</p> <p>Invoice and all documentation <u>must be received on or before January 31, 2024</u></p>
Third Quarter- January 1, 2024 through March 31, 2024	
<p>Quarter 3 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from January 1, 2024 through March 31, 2024 • Participant Logs (Exhibit I) for services delivered from January 1, 2024 through March 31, 2024 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered January 1, 2024 through March 31, 2024</p> <p>Invoice and all documentation <u>must be received on or before April 30, 2024</u></p>
Fourth Quarter- Period One - April 1, 2024 through May 15, 2024	
<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from April 1, 2024 through May 15, 2024 • Participant Logs (Exhibit I) for services delivered from April 1, 2024 through May 15, 2024 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered April 1, 2024 through May 15, 2024</p> <p>Invoice and all documentation <u>must be received on or before June 14, 2024</u></p>
Fourth Quarter- Period Two – May 16, 2024 through June 30, 2024	
<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from May 16, 2024 through June 30, 2024 • Participant Logs (Exhibit I) for services delivered from May 16, 2024 through June 30, 2024 	<p>Submit invoice for services delivered May 16, 2024 through June 30, 2024</p>

<ul style="list-style-type: none">• End of year report (Exhibit K)• Documentation of Student Work• Documentation of any press or media coverage that featured this project	Invoice and all documentation <u>must be received on or before July 30, 2024</u>
Maximum Sum Payable for Initial Term, First Extension Term, and Second Extension Terms Combined:	\$ 293,390.00



Contract No. RT_005553-3

YOUTH DEVELOPMENT THROUGH THE ARTS: ARTS IN COMMUNITIES

Amendment No. 3

THIS AMENDMENT is made and entered into on _____,

by and between COUNTY OF LOS ANGELES (hereafter "County"), by and through Department of Arts and Culture (hereafter "Arts and Culture"),

and Boyle Heights Arts Conservatory (hereafter "Consultant").

WHEREAS, reference is made to that certain document entitled "YOUTH DEVELOPMENT THROUGH THE ARTS: ARTS IN COMMUNITIES AGREEMENT", dated October 8, 2021, and further identified as Agreement No. RT_005553, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, on September 14, 2022, parties entered into Amendment No. 1 to extend the contract term, and increase the maximum obligation of County; and

WHEREAS, on May 26, 2023, parties entered into Amendment No. 2 to extend the contract term, adjust rates based on the Costs of Living, increase the maximum obligation of County, replace Exhibit B (Scope of Work) and Exhibit H (Invoice Worksheet), change the Agreement number; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement, to increase the maximum obligation of County by five hundred sixty-five thousand (\$565,000), and make other hereafter designated changes.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment will be effective upon execution.

2. Paragraph 1, **CONTRACTOR FEE**, will be deleted in its entirety and replaced as follows:

“1. **CONTRACTOR FEE:** The maximum sum payable under the terms of this contract will be increased by five hundred sixty-five thousand (\$565,000) to cover the cost of services delivered through the new Agreement end date. The revised maximum sum payable during this Agreement shall not exceed one million one hundred fifty-six thousand seven hundred thirty dollars (\$1,156,730) (“Contract Amount”). This amount is inclusive of all costs incurred by the Consultant related to or in performance of this contract.”

3. Exhibit B, **REVISED SCOPE OF WORK**, will be replaced with Exhibit B-3 – REVISED SCOPE OF WORK, attached hereto and incorporated herein by reference.
4. Except for the changes set forth herein above, all terms and provisions of the Agreement shall not be changed in any respect by this Amendment.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the County of Los Angeles and Contractor have caused this Amendment to be executed on their behalf by their duly authorized representatives, the day and year first above written.

COUNTY OF LOS ANGELES

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

Date: _____

CONTRACTOR

By: _____
Franklin Acevedo, Board President
Boyle Heights Arts Conservatory

Date: _____

By: _____
Heidy Vaquerano, Secretary
Boyle Heights Arts Conservatory

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy County Counsel

EXHIBIT B-3
REVISED SCOPE OF WORK
YOUTH DEVELOPMENT THROUGH THE ARTS | ARTS IN COMMUNITIES

1. Project Description

Beginning September 2021 and extending through June 30, 2024, highly qualified teaching artists from Boyle Heights Arts Conservatory (Consultant) will provide instruction in visual art, creative writing, music, dance, media arts or theatre for youth at LA County parks, public housing, or other community-based sites, as assigned by the Los Angeles County Department of Arts and Culture, and in close partnership with other County agencies.

Consultants will provide arts instruction and associated services for youth in each assigned location, where services generally include, but art not limited to:

- **Up to three (3) days per week** of instruction (most often scheduled Monday through Friday, though Saturday, Sunday, or evening workshops are sometimes requested)
- **Up to three (3) hours of instruction per day** (this could be split into multiple sessions of varying lengths, but generally will not exceed three hours total for each day of instruction)
- **Up to twenty (20) youth per session**

Consultants will ensure that:

- Sessions are taught by a team of two collaborating artists with specific experience in the delivery of healing-centered, culturally responsive arts instruction;
- Healing-centered curriculum is designed to meet youth development, career readiness, and/or social emotional learning outcomes;
- Curriculum that is aligned with established principles, themes and goals or Project Based Learning, as determined by site administrators
- Work products created by students remain at each site as evidence student learning; and
- Demonstrations of student learning through culminating events, performances and / or exhibitions are included in the instructional plan.

In addition, there is the opportunity to provide supplemental arts engagements or activities with youth, families, and/or staff at the assigned site or at other sites, as assigned by Arts and Culture. One 90-minute engagement for staff at the assigned site and one 3-hour family/intergenerational engagement are already included as optional elements of the contract per cycle. Any engagements beyond the number or type listed here must be discussed with and approved by Arts and Culture prior to delivery.

2. Assigned Site

Sites for the 2021-2024 program year may include, but are not limited to: City Terrace Park, Belvedere Park, and Pamela Park. The assigned sites may change during the program year, based on an assessment of the success of the program at the site. This assessment would be done in conversation with Parks staff, Arts and Culture staff, and Consultant.

Please note that there may be circumstances beyond the Consultant's and/or Arts and Culture's control that prevent the start of work or that interrupt the continuation/completion of work at a given site. The assigning of a contract is NOT a guarantee of work. Exhibit D details the guidelines around cancellation of classes.

3. Payment of Artists

Arts and Culture is deeply committed to advancing pay equity within the arts education field. The fee schedule employed for all Youth Development Through the Arts contracts was developed in conversation with our community of arts partners. It is expected that all Teaching Artists who work under this contract are adequately compensated for their time and expertise. While Arts and Culture does not monitor or track payment to Teaching Artists, it is our expectation that Teaching Artists receive the full amount of the comprehensive fees allocated for their work under this contract. These fees include compensation for planning and curriculum design, direct instruction, set-up and clean-up, recruitment and community engagement, and an allocation for materials/supplies and mileage (or "miscellaneous costs" during the virtual instruction period).

4. Project Management

- Consultant will schedule and complete project planning meetings at each site prior to the launch of each cycle. Arts and Culture will be included in communication efforts to schedule meetings and will be notified of confirmed meeting dates, times and locations in a timely manner, to enable participation. Consultant agrees to comply with directives as listed in Exhibit C, Planning Guidelines.
- Arts and Culture will be included in communications between Consultant and Site staff, as outlined in Exhibit D, Scheduling, Cancellation, and Attendance Guidelines.
- Documentation of participant attendance will include a Participant Log (Exhibit I) for each site and the Workshop Sign-in Sheet (Exhibit J) for each workshop on a template provided by Arts and Culture. Upon Arts and Culture's request, Consultant will submit completed Workshop Sign-in Sheets as additional support documentation.

- Consultant will provide Requests for LiveScan and Provisional Clearance Requests in a timely manner and agrees to comply with guidelines as described in Exhibit E, Clearance Procedures.
- Consultant will submit invoices as outlined in the Deliverables and Payment Schedule section of this document.
- Consultant will submit signed approval for any large-scale visual arts projects in advance of their production, as provided in Permanent Installation Design Approval form, Exhibit F.
- Consultant will attend a year-end debrief meeting with Arts and Culture.

5. Credit and Acknowledgement

- Consultant will acknowledge Youth Development through the Arts (“Project”) as follows:
Youth Development through the Arts is a project of the Los Angeles County Arts Education Collective and is implemented as a partnership between the Los Angeles County Probation Department, Los Angeles County Department of Arts and Culture and Boyle Heights Arts Conservatory.
- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project digital and print communications, promotional and product materials. The Arts Ed Collective and Arts and Culture logos must be no smaller than one inch in width, no smaller than the Consultant logo, and be placed as a standalone.
- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project web pages and will hyperlink the Arts Ed Collective logo to www.lacountyartsedcollective.org, and the Arts and Culture logo to www.lacountyarts.org.
- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project email blasts.
- Consultant will verbally share the above acknowledgement in all events and presentations of the Project.
- Consultant will include the above acknowledgement on all student work products to remain at each facility, including Project mural installation displays.
- Consultant will include the above acknowledgement in all press materials and releases.
- Consultant will submit all digital and print materials featuring the Arts Ed Collective and Arts and Culture logos, as well as all draft press releases announcing the Project, to Arts and Culture’s Director of Communications and Public Affairs for review and approval before finalizing, printing, or distributing.
- Consultant will provide a minimum of 48 hours notice for review and approval of credit and acknowledgment in all digital and print communications, promotional, press and product materials.
- This provision shall survive termination or expiration of this Agreement.

6. Reporting and Documentation

The submission of the following documents is required for all services, in accordance

with the Deliverables and Payment Schedule below. Payments are contingent upon acceptable completion and submission of all deliverables and a final debrief meeting with Arts and Culture.

- **Exhibit F, Permanent Installation Design Approval Form** – If a permanent arts installation is planned for a site, it should be noted on the Site Service Agreement (Exhibit G). Detailed renderings of the design and content must be submitted for approval to the Department of Probation along with the Permanent Installation Design Approval Form (Exhibit F) provided by Arts and Culture. Approved renderings and signed approval form must be promptly reported to Arts and Culture.
- **Exhibit G, Site Service Agreement** – The workshop schedule, as well as the teaching artist(s) and Probation personnel assigned to the project, should be confirmed at an initial planning meeting and must be submitted on the Site Services Agreement. Revisions to the schedule must be noted and submitted in accordance with the instructions detailed in Exhibit G.
- **Exhibit H, Invoice Worksheet** – Documentation of the actual services delivered at each site must be submitted on a template provided by Arts and Culture.
- **Exhibit I, Participant Log** – Documentation of student participation in each workshop must be submitted on a template provided by Arts and Culture. The Participant Log is a summary of all participants during all sessions of the cycle. In the event that questions arise regarding youth participation, Arts and Culture may request that the Consultant also submit **Exhibit J, Sign-In Sheets**, as supporting documentation.
- **Photographic Documentation of Student Work** – High-resolution photographic images in digital format of students engaged in art-making and/or student work must be submitted.
- **Exhibit K, End of Cycle Report** – A written report must be submitted to Arts and Culture in accordance with the deliverables and payment schedule below, using a template provided by Arts and Culture. Reports will include but are not limited to a written narrative summarizing instruction provided at each site, the successes and challenges of the project, and recommendations for improvement and participation data.
- **Proposed Curriculum** (curriculum map or individual lesson plans) for instruction to be provided at each site.
- **Documentation of any press or media coverage** that featured this project.

7. Deliverables and Payment Schedule

September 2021 - August 2022

The following table provides the tentative deliverables, invoicing deadlines, and maximum invoice amounts for this scope of work. All invoicing and payment will follow the successful

completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the invoice Worksheet (Exhibit H) for each invoice period. All reimbursable payments require receipts for food and supplies and signed vouchers from individuals as documentation. A complete list of all reimbursable charges indexed to receipts and vouchers must be provided on a separate page.

Description of Services	Deadline	Payments
FALL CYCLE—September – December 2021		
<i>Deliverable Set 1</i> Consultant will complete Fall Cycle project planning meetings at each assigned site Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Signed Site Service Agreement (Exhibit G) • Proposed curriculum (curriculum map or individual lesson plans) 	Upon signing of contract	Submitted invoice 1 for \$22,000
<i>Deliverable Set 2</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services through the invoice date • Participant Logs (Exhibit I) for services through the invoice date • CBO Monthly Service Delivery Forms 	November 19, 2021	Did not submit invoice for this period
<i>Deliverable Set 3</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • Participant Logs (Exhibit I) for services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • End of Cycle report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	January 7, 2022	Submitted invoice 3 for \$12,571
SPRING CYCLE January – June 2022		

<p><i>Deliverable Set 4</i> Consultant will complete Spring Cycle project planning meetings at each assigned site Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Signed Site Service Agreement (Exhibit G) • Proposed curriculum (curriculum map or individual lesson plans) 	<p>January 28, 2022</p>	<p>Submitted invoices #4, 5, 6A and 6B for \$32,917</p>
<p><i>Deliverable Set 5</i> Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services through the invoice date • Participant Logs (Exhibit I) for services through the invoice date • CBO Monthly Service Delivery Forms 	<p>March 18, 2022</p>	<p>Submitted invoices #4, 5, 6A and 6B for \$32,917</p>
<p><i>Deliverable Set 6</i> Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • Participant Logs (Exhibit I) for services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • End of Cycle report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	<p>June 3, 2022</p>	<p>Submitted invoices #4, 5, 6A and 6B for \$32,917</p>
<p>SUMMER CYCLE June- August 2022</p>		
<p><i>Deliverable Set 7</i> Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from last invoice date through August 31, 2022 • Participant Logs (Exhibit I) for services delivered from last invoice date through August 31, 2022 • End of Cycle report (Exhibit K) • Documentation of Student Work 	<p>September 15, 2022</p>	<p>Submitted invoice #5553-3 for \$44,648</p>

• Documentation of any press or media coverage that featured this project		
---	--	--

ADDITIONAL SERVICES
August 2022 - June 30, 2023

The following table outlines the tentative deliverables and invoicing deadlines for services delivered through the contract year. Invoices must be submitted quarterly and no later than thirty (30) after the end of the quarter, as outlined below. All payments will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the Invoice Worksheet (Exhibit H) for each invoice period. Failure to submit all required documentation and invoices by the stated deadlines may result in the termination of the contract.

Description of Services	Service Period and Invoice Deadline
First Quarter- August 16, 2022, through November 15, 2022	
Quarter 1 Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered August 16, 2022 through November 15, 2022 • Participant Logs (Exhibit I) for services delivered August 16, 2022 through November 15, 2022 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submitted invoice #9 for \$23,354
Second Quarter- November 16, 2022 through February 15, 2023	
Quarter 2 Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from November 16, 2022 through February 15, 2023 • Participant Logs (Exhibit I) for services delivered from November 16, 2022 through February 15, 2023 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submitted invoice #10 for \$37,470
Third Quarter- February 16, 2023 through May 15, 2023	
Quarter 3	Submit invoice for

<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from February 16, 2023 through May 15, 2023 • Participant Logs (Exhibit I) for services delivered from February 16, 2023 through May 15, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>services delivered February 16, 2023, through May 15, 2023</p> <p>Invoice and all documentation <u>must be received on or before June 14, 2023</u></p>
Fourth Quarter- May 16, 2023 through June 30, 2023	
<p>Quarter 4</p> <p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from May 16, 2023 through June 30, 2023 • Participant Logs (Exhibit I) for services delivered from May 16, 2023 through June 30, 2023 • End of year report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	<p>Submit invoice for services delivered May 16 through June 30, 2023</p> <p>Invoice and all documentation <u>must be received on or before July 30, 2023</u></p>
Maximum Sum Payable for Initial Term and First Extension Term Combined:	\$318,000

ADDITIONAL SERVICES
July 2023 - June 30, 2024

The following table outlines the tentative deliverables and invoicing deadlines for services delivered through the contract year. Invoices must be submitted quarterly and no later than thirty (30) days after the end of the quarter, as outlined below. All payments will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the Invoice Worksheet (Exhibit H) for each invoice period. Failure to submit all required documentation and invoices by the stated deadlines may result in the termination of the contract.

Description of Services	Service Period and Invoice Deadline
First Quarter- July 1, 2023, through September 30, 2023	
<p>Quarter 1</p> <p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered July 1, 2023 through September 30, 2023 • Participant Logs (Exhibit I) for services delivered July 1, 2023 through September 30, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site 	<p>Submit invoice for services delivered July 1, 2023 through September 30, 2023</p> <p>Invoice and all documentation <u>must be received on or before October 30,</u></p>

<ul style="list-style-type: none"> • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<u>2023</u>
Second Quarter- October 1, 2023 through December 31, 2023	
<p>Quarter 2 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from October 1, 2023 through December 31, 2023 • Participant Logs (Exhibit I) for services delivered from October 1, 2023 through December 31, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered October 1, 2023 through December 31, 2023</p> <p>Invoice and all documentation <u>must be received on or before January 31, 2024</u></p>
Third Quarter- January 1, 2024 through March 31, 2024	
<p>Quarter 3 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from January 1, 2024 through March 31, 2024 • Participant Logs (Exhibit I) for services delivered from January 1, 2024 through March 31, 2024 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered January 1, 2024 through March 31, 2024</p> <p>Invoice and all documentation <u>must be received on or before April 30, 2024</u></p>
Fourth Quarter- Period One - April 1, 2024 through May 15, 2024	
<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from April 1, 2024 through May 15, 2024 • Participant Logs (Exhibit I) for services delivered from April 1, 2024 through May 15, 2024 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered April 1, 2024 through May 15, 2024</p> <p>Invoice and all documentation <u>must be received on or before June 14, 2024</u></p>
Fourth Quarter- Period Two – May 16, 2024 through June 30, 2024	
<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from May 16, 2024 through June 30, 2024 • Participant Logs (Exhibit I) for services delivered from May 16, 2024 through June 30, 2024 	<p>Submit invoice for services delivered May 16, 2024 through June 30, 2024</p> <p>Invoice and all</p>

<ul style="list-style-type: none"> • End of year report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	documentation <u>must</u> <u>be received on or</u> <u>before July 30, 2024</u>
Maximum Sum Payable for Initial Term, First Extension Term, and Second Extension Terms Combined:	\$ 1,156,730.00



Contract No. RT_005564-3

**YOUTH DEVELOPMENT THROUGH THE ARTS: ARTS INSTRUCTION FOR YOUTH IN
PROBATION CAMPS AND JUVENILE HALLS**

Amendment No. 3

THIS AMENDMENT is made and entered into on _____,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"), by and through Department of Arts
and Culture (hereafter "Arts and Culture"),

and

Arts for Healing and Justice Network (hereafter
"Consultant").

WHEREAS, reference is made to that certain document entitled "YOUTH DEVELOPMENT THROUGH THE ARTS: ARTS INSTRUCTION FOR YOUTH IN PROBATION CAMPS AND JUVENILE HALLS AGREEMENT", dated October 13, 2021, and further identified as Agreement No. RT_005564, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, on September 14, 2022, parties entered into Amendment No. 1 to update the Consultant name, extend the contract term, and increase the maximum obligation of County; and

WHEREAS, on May 25, 2023, parties entered into Amendment No. 2 to extend the contract term, adjust rates based on the Costs of Living, increase the maximum obligation of County, replace Exhibit B (Scope of Work) and Exhibit H (Invoice Worksheet), change the Agreement number; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement, to increase the maximum obligation of County by one million thirty thousand (\$1,030,000), and make other hereafter designated changes.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment will be effective upon execution.

2. Paragraph 1, **CONTRACTOR FEE**, will be deleted in its entirety and replaced as follows:

“1. **CONTRACTOR FEE:** The maximum sum payable under the terms of this contract will be increased by one million thirty thousand (\$1,030,000) to cover the cost of services delivered through the new Agreement end date. The revised maximum sum payable during this Agreement shall not exceed two million eight fifty-eight thousand nine hundred dollars (\$2,858,900) (“Contract Amount”). This amount is inclusive of all costs incurred by the Consultant related to or in performance of this contract.”

3. Exhibit B, **REVISED SCOPE OF WORK**, will be replaced with Exhibit B-3 – REVISED SCOPE OF WORK, attached hereto and incorporated herein by reference.
4. Except for the changes set forth herein above, all terms and provisions of the Agreement shall not be changed in any respect by this Amendment.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the County of Los Angeles and Contractor have caused this Amendment to be executed on their behalf by their duly authorized representatives, the day and year first above written.

COUNTY OF LOS ANGELES

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

Date: _____

CONTRACTOR

By: _____
Leticia Rhi Buckley
Board Chair, Arts for Healing and Justice Network

Date: _____

By: _____
Shelby Williams-Gonzalez
Board Vice Chair, Arts for Healing and Justice Network

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy County Counsel

EXHIBIT B-3
REVISED SCOPE OF WORK
YOUTH DEVELOPMENT THROUGH THE ARTS | ARTS INSTRUCTION FOR
YOUTH IN PROBATION CAMPS AND JUVENILE HALLS

1. Project Description

Beginning August 2021 and extending through June 30, 2024, highly qualified teaching artists from Arts for Healing and Justice Network (Consultant) will provide instruction in visual art, creative writing, music, dance, media arts or theatre for youth at LA County detention facilities (Camps and Halls) and/or other residential facilities, as assigned by the Los Angeles County Department of Arts and Culture, and in partnership with other County agencies.

Consultants will provide arts instruction and associated services for youth in each assigned location, where services generally include, but are not limited to:

- **Up to three (3) days per week** of instruction (may be scheduled during the school day and/or extended into after-school hours, according to the needs of each location; sessions are most often scheduled Monday through Friday, though Saturday, Sunday, or evening workshops are sometimes requested)
- **Up to three (3) hours of instruction per day** (this could be split into multiple sessions of varying lengths, but generally will not exceed three hours total for each day of instruction)
- **Up to fifteen (15) youth per session** (instruction is provided for all students enrolled in the class);

Consultants will ensure that:

- Sessions are taught by a team of two collaborating artists with specific experience in the delivery of healing-centered, culturally responsive arts instruction;
- Curriculum is designed to meet youth development and/or social emotional learning outcomes;
- Curriculum is aligned with established themes or goals of the site, as determined in consult with classroom teachers and site administrators, where applicable;
- Work products created by students remain at each site as evidence student learning; and
- Demonstrations of student learning through culminating events, performances and / or exhibitions are included in the instructional plan.

There also may be opportunities for Consultants to provide supplemental services (to be paid in addition to the baseline instructional components described above), which may include but are not limited to:

- Standalone performances or exhibits
- Field trips to arts and/or cultural venues
- Parent/family workshops or other community engagements

- Workshops and/or training sessions for teachers, staff, or other adults who serve youth

Supplemental services may be offered and provided only as discussed and agreed upon by Arts and Culture and the site, and they must be listed in the signed Site Service Agreement for each cycle.

2. Assigned Site

Sites for the 2021-2024 program year may include, but are not limited to:

- Campus Afflerbaugh (La Verne)
- Campus Kilpatrick (Malibu)
- Dorothy Kirby Center (Commerce)
- Campus Rockey (San Dimas)
- Central Juvenile Hall (Los Angeles)
- Nidorf Juvenile Hall (Sylmar)

Please note that there may be circumstances beyond the Consultant's and/or Arts and Culture's control that prevent the start of work or that interrupt the continuation/completion of work at a given site. The assigning of a contract is NOT a guarantee of work. Exhibit D details the guidelines around cancellation of classes.

3. Payment of Artists

Arts and Culture is deeply committed to advancing pay equity within the arts education field. The fee schedule employed for all Youth Development Through the Arts contracts was developed in conversation with our community of arts partners. It is expected that all Teaching Artists who work under this contract are adequately compensated for their time and expertise. While Arts and Culture does not monitor or track payment to Teaching Artists, it is our expectation that Teaching Artists receive the full amount of the comprehensive fees allocated for their work under this contract. These fees include compensation for planning and curriculum design, direct instruction, set-up and clean-up, recruitment and community engagement, and an allocation for materials/supplies and mileage (or "miscellaneous costs" during the virtual instruction period).

4. Project Management

- Consultant will schedule and complete project planning meetings at each site prior to the launch of each cycle. Arts and Culture will be included in communication efforts to schedule meetings and will be notified of confirmed meeting dates, times and locations in a timely manner, to enable participation. Consultant agrees to comply with directives as listed in Exhibit C, Planning Guidelines.
- Arts and Culture will be included in communications between Consultant and Site staff, as outlined in Exhibit D, Scheduling, Cancellation, and Attendance Guidelines.
- Documentation of participant attendance will include a Participant Log (Exhibit I) for each site and the Workshop Sign-in Sheet (Exhibit J) for each workshop on a template provided by Arts and Culture. Upon Arts and Culture's request, Consultant will submit completed Workshop Sign-in Sheets as additional support documentation.
- Consultant will provide Requests for LiveScan and Provisional Clearance Requests in a timely manner and agrees to comply with guidelines as described in Exhibit E, Clearance Procedures.

- Consultant will submit invoices as outlined in the Deliverables and Payment Schedule section of this document.
- Consultant will submit signed approval for any large-scale visual arts projects in advance of their production, as provided in Permanent Installation Design Approval form, Exhibit F.
- Consultant will attend a year-end debrief meeting with Arts and Culture.

5. Credit and Acknowledgement

Consultant will acknowledge Youth Development through the Arts (“Project”) as follows:

Youth Development through the Arts is a project of the Los Angeles County Arts Education Collective, and is implemented as a partnership between the Los Angeles County Probation Department, Los Angeles County Department of Arts and Culture and Arts for Healing and Justice Network.

- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project digital and print communications, promotional and product materials. The Arts Ed Collective and Arts and Culture logos must be no smaller than one inch in width, no smaller than the Consultant logo, and be placed as a standalone.
- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project web pages and will hyperlink the Arts Ed Collective logo to www.lacountyartsedcollective.org, and the Arts and Culture logo to www.lacountyarts.org.
- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project email blasts.
- Consultant will verbally share the above acknowledgement in all events and presentations of the Project.
- Consultant will include the above acknowledgement on all student work products to remain at each facility, including Project mural installation displays.
- Consultant will include the above acknowledgement in all press materials and releases.
- Consultant will submit all digital and print materials featuring the Arts Ed Collective and Arts and Culture logos, as well as all draft press releases announcing the Project, to Arts and Culture’s Director of Communications and Public Affairs for review and approval before finalizing, printing, or distributing.
- Consultant will provide a minimum of 48 hours’ notice for review and approval of credit and acknowledgment in all digital and print communications, promotional, press and product materials.
- This provision shall survive termination or expiration of this Agreement.

6. Reporting and Documentation

The submission of the following documents is required for all services, in accordance with the Deliverables and Payment Schedule below. Payments are contingent upon acceptable completion and submission of all deliverables and a final debrief meeting with Arts and Culture.

- **Exhibit F, Permanent Installation Design Approval Form** – If a permanent arts installation is planned for a site, it should be noted on the Site Service Agreement (Exhibit G). Detailed renderings of the design and content must be submitted for approval to the Department of Probation along with the Permanent Installation Design Approval Form (Exhibit F) provided by Arts and Culture. Approved renderings and signed approval form must be promptly reported to Arts and Culture.
- **Exhibit G, Site Service Agreement** – The workshop schedule, as well as the teaching artist(s) and Probation personnel assigned to the project, should be confirmed at an initial planning meeting and must be submitted on the Site Services Agreement. Revisions to the schedule must be noted and submitted in accordance with the instructions detailed in Exhibit G.
- **Exhibit H, Invoice Worksheet** – Documentation of the actual services delivered at each site must be submitted on a template provided by Arts and Culture.
- **Exhibit I, Participant Log** – Documentation of student participation in each workshop must be submitted on a template provided by Arts and Culture. The Participant Log is a summary of all participants during all sessions of the cycle. In the event that questions arise regarding youth participation, Arts and Culture may request that the Consultant also submit **Exhibit J, Sign-In Sheets**, as supporting documentation.
- **Photographic Documentation of Student Work** – High resolution photographic images in digital format of students engaged in art-making and/or student work must be submitted.
- **Exhibit K, End of Cycle Report** – A written report must be submitted to Arts and Culture in accordance with the deliverables and payment schedule below, using a template provided by Arts and Culture. Reports will include but are not limited to a written narrative summarizing instruction provided at each site, the successes and challenges of the project, and recommendations for improvement and participation data.
- **Proposed Curriculum** (curriculum map or individual lesson plans) for instruction to be provided at each site.
- **Documentation of any press or media coverage** that featured this project.

7. Deliverables and Payment Schedule

September 2021 - August 2022

The following table provides the tentative deliverables, invoicing deadlines, and maximum invoice amounts for this scope of work. All invoicing and payment will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the invoice Worksheet (Exhibit H) for each invoice period. All reimbursable payments require receipts for food and supplies and signed vouchers from individuals as documentation. A complete list of all reimbursable charges indexed to receipts and vouchers must be provided on a separate page.

Description of Services	Deadline	Payments
FALL CYCLE—September – December 2021		

<p><i>Deliverable Set 1</i> Consultant will complete Fall Cycle project planning meetings at each assigned site Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Signed Site Service Agreement (Exhibit G) • Proposed curriculum (curriculum map or individual lesson plans) 	Upon signing of contract	No invoice submitted
<p><i>Deliverable Set 2</i> Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services through the invoice date • Participant Logs (Exhibit I) for services through the invoice date • CBO Monthly Service Delivery Forms 	October 29, 2021	Submitted invoice for \$36,729
<p><i>Deliverable Set 3</i> Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • Participant Logs (Exhibit I) for services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • End of Cycle report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	January 7, 2022	Submitted invoice for \$36,728
SPRING CYCLE January – June 2022		
<p><i>Deliverable Set 4</i> Consultant will complete Spring Cycle project planning meetings at each assigned site Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Signed Site Service Agreement (Exhibit G) • Proposed curriculum (curriculum map or individual lesson plans) 	January 14, 2022	No invoice submitted

<i>Deliverable Set 5</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services through the invoice date • Participant Logs (Exhibit I) for services through the invoice date • CBO Monthly Service Delivery Forms 	March 18, 2022	Submitted invoice #5 for \$61,491
<i>Deliverable Set 6</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • Participant Logs (Exhibit I) for services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • End of Cycle report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	June 17, 2022	Submitted invoice #6 for \$55,078

SUMMER CYCLE June- August 2022		
<i>Deliverable Set 7</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from last invoice date through August 31, 2022 • Participant Logs (Exhibit I) for services delivered from last invoice date through August 31, 2022 • End of Cycle report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	September 15, 2022	Submitted invoice #7 for \$52,581

ADDITIONAL SERVICES
August 2022 - June 30, 2023

The following table outlines the tentative deliverables and invoicing deadlines for services delivered through the contract year. Invoices must be submitted quarterly and no later than thirty (30) after the end of the quarter, as outlined below. All payments will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the Invoice Worksheet (Exhibit H) for each invoice period. Failure to submit all required documentation and invoices by the stated deadlines may result in the termination of the contract.

Description of Services	Service Period and Invoice Deadline
First Quarter- August 16, 2022, through November 15, 2022	
<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered August 16, 2022 through November 15, 2022 • Participant Logs (Exhibit I) for services delivered August 16, 2022 through November 15, 2022 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submitted invoice #8 for \$115,123
Second Quarter- November 16, 2022 through February 15, 2023	
<p>Quarter 2</p> <p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from November 16, 2022 through February 15, 2023 • Participant Logs (Exhibit I) for services delivered from November 16, 2022 through February 15, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submitted invoice #9 for \$179,463
Third Quarter- February 16, 2023 through May 15, 2023	
<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from February 16, 2023 through May 15, 2023 • Participant Logs (Exhibit I) for services delivered from February 16, 2023 through May 15, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered February 16, 2023, through May 15, 2023</p> <p>Invoice and all documentation <u>must be received on or before</u> <u>June 14, 2023</u></p>
Fourth Quarter- May 16, 2023 through June 30, 2023	
<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from May 16, 2023 through June 30, 2023 • Participant Logs (Exhibit I) for services delivered from May 16, 2023 through June 30, 2023 • End of year report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	<p>Submit invoice for services delivered May 16 through June 30, 2023</p> <p>Invoice and all documentation <u>must be received on or before</u> <u>July 30, 2023</u></p>
Maximum Sum Payable for Initial Term and First Extension Term Combined:	\$750,000

**ADDITIONAL SERVICES
July 2023 - June 30, 2024**

The following table outlines the tentative deliverables and invoicing deadlines for services delivered through the contract year. Invoices must be submitted quarterly and no later than thirty (30) days after the end of the quarter, as outlined below. All payments will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the Invoice Worksheet (Exhibit H) for each invoice period. Failure to submit all required documentation and invoices by the stated deadlines may result in the termination of the contract.

Description of Services	Service Period and Invoice Deadline
First Quarter- July 1, 2023, through September 30, 2023	
<p>Quarter 1 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered July 1, 2023 through September 30, 2023 • Participant Logs (Exhibit I) for services delivered July 1, 2023 through September 30, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered July 1, 2023 through September 30, 2023</p> <p>Invoice and all documentation <u>must be received on or before October 30, 2023</u></p>
Second Quarter- October 1, 2023 through December 31, 2023	
<p>Quarter 2 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from October 1, 2023 through December 31, 2023 • Participant Logs (Exhibit I) for services delivered from October 1, 2023 through December 31, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered October 1, 2023 through December 31, 2023</p> <p>Invoice and all documentation <u>must be received on or before January 31, 2024</u></p>
Third Quarter- January 1, 2024 through March 31, 2024	
<p>Quarter 3 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from January 1, 2024 through March 31, 2024 • Participant Logs (Exhibit I) for services delivered from January 1, 2024 through March 31, 2024 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered January 1, 2024 through March 31, 2024</p> <p>Invoice and all documentation <u>must be received on or before April 30, 2024</u></p>
Fourth Quarter- Period One - April 1, 2024 through May 15, 2024	

<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from April 1, 2024 through May 15, 2024 • Participant Logs (Exhibit I) for services delivered from April 1, 2024 through May 15, 2024 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered April 1, 2024 through May 15, 2024</p> <p>Invoice and all documentation <u>must be received on or before</u> <u>June 14, 2024</u></p>
<p>Fourth Quarter- Period Two – May 16, 2024 through June 30, 2024</p>	
<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from May 16, 2024 through June 30, 2024 • Participant Logs (Exhibit I) for services delivered from May 16, 2024 through June 30, 2024 • End of year report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	<p>Submit invoice for services delivered May 16, 2024 through June 30, 2024</p> <p>Invoice and all documentation <u>must be received on or before</u> <u>July 30, 2024</u></p>
<p>Maximum Sum Payable for Initial Term, First Extension Term, and Second Extension Terms Combined:</p>	<p>\$ 2,858,900.00</p>



Contract No. RT_005547-3

**YOUTH DEVELOPMENT THROUGH THE ARTS: ARTS IN JUVENILE DAY REPORTING
CENTERS AND OTHER EDUCATIONAL SETTINGS**

Amendment No. 3

THIS AMENDMENT is made and entered into on _____,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"), by and through Department of Arts
and Culture (hereafter "Arts and Culture"),

and

Spirit Awakening Foundation (hereafter
"Consultant").

WHEREAS, reference is made to that certain document entitled " YOUTH DEVELOPMENT THROUGH THE ARTS: ARTS IN JUVENILE DAY REPORTING CENTERS AND OTHER EDUCATIONAL SETTINGS AGREEMENT ", dated August 27, 2021, and further identified as Agreement No. AE 22-5547, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, on August 26, 2022, parties entered into Amendment No. 1 to extend the contract term, and increase the maximum obligation of County; and

WHEREAS, on June 15, 2023, parties entered into Amendment No. 2 to extend the contract term, adjust rates based on the Costs of Living, increase the maximum obligation of County, replace Exhibit B (Scope of Work) and Exhibit H (Invoice Worksheet), change the Agreement number; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement, to increase the maximum obligation of County by three hundred twenty-five thousand (\$325,000), and make other hereafter designated changes.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment will be effective upon execution.
2. Paragraph 1, **CONTRACTOR FEE**, will be deleted in its entirety and replaced as follows:

 “1. **CONTRACTOR FEE:** The maximum sum payable under the terms of this contract will be increased by three hundred twenty-five thousand (\$325,000) to cover the cost of services delivered through the new Agreement end date. The revised maximum sum payable during this Agreement shall not exceed one million four seventy-eight thousand two hundred fourteen dollars (\$1,478,214) (“Contract Amount”). This amount is inclusive of all costs incurred by the Consultant related to or in performance of this contract.”
3. Exhibit B, **REVISED SCOPE OF WORK**, will be replaced with Exhibit B-3 – REVISED SCOPE OF WORK, attached hereto and incorporated herein by reference.
4. Except for the changes set forth herein above, all terms and provisions of the Agreement shall not be changed in any respect by this Amendment.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the County of Los Angeles and Contractor have caused this Amendment to be executed on their behalf by their duly authorized representatives, the day and year first above written.

COUNTY OF LOS ANGELES

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

Date: _____

CONTRACTOR

By: _____
Akuyoe Graham, Executive Director
Spirit Awakening Foundation

Date: _____

By: _____
Bertrand Christian, Esq., Treasurer
Spirit Awakening Foundation

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy County Counsel

EXHIBIT B-3

REVISED SCOPE OF WORK YOUTH DEVELOPMENT THROUGH THE ARTS | ARTS IN JUVENILE DAY REPORTING CENTERS AND OTHER EDUCATIONAL SETTINGS

1. Project Description

Beginning August 2021 and extending through June 30, 2024, highly qualified teaching artists from Spirit Awakening Foundation (Consultant) will provide instruction in visual art, creative writing, music, dance, media arts or theatre for youth at Los Angeles County Juvenile Day Reporting Centers (JDRC), continuation high schools, and other educational settings, as assigned by the Los Angeles County Department of Arts and Culture (Arts and Culture), and in partnership with other County agencies.

Consultants will provide arts instruction and associated services for youth in each assigned location, where services generally include, but are not limited to:

- **Up to three (3) days per week** of instruction (may be scheduled during the school day and/or extended into after-school hours, according to the needs of each location; sessions are most often scheduled Monday through Friday, though Saturday, Sunday, or evening workshops are sometimes requested)
- **Up to three (3) hours of instruction per day** (this could be split into multiple sessions of varying lengths, but generally will not exceed three hours total for each day of instruction)
- **Up to thirty-five (35) youth per session** (instruction is provided for all students enrolled in the class);

Consultants will ensure that:

- Sessions are taught by a team of two collaborating artists with specific experience in the delivery of healing-centered, culturally responsive arts instruction;
- Curriculum is designed to meet youth development and/or social emotional learning outcomes;
- Curriculum is aligned with established themes or goals of the site, as determined in consult with classroom teachers and site administrators, where applicable;
- Work products created by students remain at each site as evidence student learning; and
- Demonstrations of student learning through culminating events, performances and / or exhibitions are included in the instructional plan.

There also may be opportunities for Consultants to provide supplemental services (to be paid in addition to the baseline instructional components described above), which may include but are not limited to:

- Standalone performances or exhibits
- Field trips to arts and/or cultural venues
- Parent/family workshops or other community engagements
- Workshops and/or training sessions for teachers, staff, or other adults who serve youth
- Youth Development Support Services that are delivered by case managers and/or mentors with expertise in serving youth in areas such as mental health, social and emotional learning, positive youth development, and indigenous or cultural practices
- Stipends for students taking on leadership roles, or for participation in key events
- Hot meals, snacks and/or beverages for youth during afterschool time

Supplemental services may be offered and provided only as discussed and agreed upon by Arts and Culture and the site, and they must be listed in the signed Site Service Agreement for each cycle.

2. Assigned Site

Sites for the 2021-2024 program year may include, but are not limited to:

- Whittier
- Tri-C
- Frontier
- Dorothy Kirby Center

Please note that there may be circumstances beyond the Consultant's and/or Arts and Culture's control that prevent the start of work or that interrupt the continuation/completion of work at a given site. The assigning of a contract is NOT a guarantee of work. Exhibit D details the guidelines around cancellation of classes.

3. Payment of Artists

Arts and Culture is deeply committed to advancing pay equity within the arts education field. The fee schedule employed for all Youth Development Through the Arts contracts was developed in conversation with our community of arts partners. It is expected that all Teaching Artists who work under this contract are adequately compensated for their time and expertise. While Arts and Culture does not monitor or track payment to Teaching Artists, it is our expectation that Teaching Artists receive the full amount of the comprehensive fees allocated for their work under this contract. These fees include compensation for planning and curriculum design, direct instruction, set-up and clean-up, recruitment and community engagement, and an allocation for materials/supplies and mileage (or "miscellaneous costs" during the virtual instruction period).

4. Project Management

- Consultant will schedule and complete project planning meetings at each site prior to the launch of each cycle. Arts and Culture will be included in communication efforts to schedule meetings and will be notified of confirmed meeting dates, times and locations in a timely manner, to enable participation. Consultant agrees to comply with directives as listed in Exhibit C, Planning Guidelines.
- Arts and Culture will be included in communications between Consultant and Site staff, as outlined in Exhibit D, Scheduling, Cancellation, and Attendance Guidelines.
- Documentation of participant attendance will include a Participant Log (Exhibit I) for each site and the Workshop Sign-in Sheet (Exhibit J) for each workshop on a template provided by Arts and Culture. Upon Arts and Culture's request, Consultant will submit completed Workshop Sign-in Sheets as additional support documentation.
- Consultant will provide Requests for LiveScan and Provisional Clearance Requests in a timely manner and agrees to comply with guidelines as described in Exhibit E, Clearance Procedures.
- Consultant will submit invoices as outlined in the Deliverables and Payment Schedule section of this document.
- Consultant will submit signed approval for any large-scale visual arts projects in advance of their production, as provided in Permanent Installation Design Approval form, Exhibit F.
- Consultant will attend a year-end debrief meeting with Arts and Culture.

5. Credit and Acknowledgement

Consultant will acknowledge Youth Development through the Arts ("Project") as follows:

Youth Development through the Arts is a project of the Los Angeles County Arts Education Collective, and is implemented as a partnership between the Los Angeles County Probation Department, Los Angeles County Department of Arts and Culture and Spirit Awakening Foundation.

- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project digital and print communications, promotional and product materials. The Arts Ed Collective and Arts and Culture logos must be no smaller than one inch in width, no smaller than the Consultant logo, and be placed as a standalone.
- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project web pages and will hyperlink the Arts Ed Collective logo to www.lacountyartsedcollective.org, and the Arts and Culture logo to www.lacountyarts.org.

- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project email blasts.
- Consultant will verbally share the above acknowledgement in all events and presentations of the Project.
- Consultant will include the above acknowledgement on all student work products to remain at each facility, including Project mural installation displays.
- Consultant will include the above acknowledgement in all press materials and releases.
- Consultant will submit all digital and print materials featuring the Arts Ed Collective and Arts and Culture logos, as well as all draft press releases announcing the Project, to Arts and Culture's Director of Communications and Public Affairs for review and approval before finalizing, printing, or distributing.
- Consultant will provide a minimum of 48 hours' notice for review and approval of credit and acknowledgment in all digital and print communications, promotional, press and product materials.
- This provision shall survive termination or expiration of this Agreement.

6. Reporting and Documentation

The submission of the following documents is required for all services, in accordance with the Deliverables and Payment Schedule below. Payments are contingent upon acceptable completion and submission of all deliverables and a final debrief meeting with Arts and Culture.

- **Exhibit F, Permanent Installation Design Approval Form** – If a permanent arts installation is planned for a site, it should be noted on the Site Service Agreement (Exhibit G). Detailed renderings of the design and content must be submitted for approval to the Department of Probation along with the Permanent Installation Design Approval Form (Exhibit F) provided by Arts and Culture. Approved renderings and signed approval form must be promptly reported to Arts and Culture.
- **Exhibit G, Site Service Agreement** – The workshop schedule, as well as the teaching artist(s) and Probation personnel assigned to the project, should be confirmed at an initial planning meeting and must be submitted on the Site Services Agreement. Revisions to the schedule must be noted and submitted in accordance with the instructions detailed in Exhibit G.
- **Exhibit H, Invoice Worksheet** – Documentation of the actual services delivered at each site must be submitted on a template provided by Arts and Culture.
- **Exhibit I, Participant Log** – Documentation of student participation in each workshop must be submitted on a template provided by Arts and Culture. The Participant Log is a summary of all participants during all sessions of the cycle. In the event that questions arise regarding youth participation, Arts and Culture may request that the Consultant also submit **Exhibit J, Sign-In Sheets**, as supporting documentation.

- **Photographic Documentation of Student Work** – High-resolution photographic images in digital format of students engaged in art-making and/or student work must be submitted.
- **Exhibit K, End of Cycle Report** – A written report must be submitted to Arts and Culture in accordance with the deliverables and payment schedule below, using a template provided by Arts and Culture. Reports will include but are not limited to a written narrative summarizing instruction provided at each site, the successes and challenges of the project, and recommendations for improvement and participation data.
- **Proposed Curriculum** (curriculum map or individual lesson plans) for instruction to be provided at each site.
- **Documentation of any press or media coverage** that featured this project.

7. Deliverables and Payment Schedule

September 2021 - August 2022

The following table provides the tentative deliverables, invoicing deadlines, and maximum invoice amounts for this scope of work. All invoicing and payment will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the invoice Worksheet (Exhibit H) for each invoice period. All reimbursable payments require receipts for food and supplies and signed vouchers from individuals as documentation. A complete list of all reimbursable charges indexed to receipts and vouchers must be provided on a separate page.

Description of Services	Deadline	Payments
FALL CYCLE—September – December 2021		
<i>Deliverable Set 1</i> Consultant will complete Fall Cycle project planning meetings at each assigned site Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Signed Site Service Agreement (Exhibit G) • Proposed curriculum (curriculum map or individual lesson plans) 	Upon signing of contract	Submitted invoice 1 for \$16,000
<i>Deliverable Set 2</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services through the invoice date • Participant Logs (Exhibit I) for services through the invoice date • CBO Monthly Service Delivery Forms 	October 29, 2021	Submitted invoice 2 for \$73,600

<i>Deliverable Set 3</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • Participant Logs (Exhibit I) for services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • End of Cycle report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	January 7, 2022	Submitted invoice 3 for \$43,891
SPRING CYCLE January – June 2022		
<i>Deliverable Set 4</i> Consultant will complete Spring Cycle project planning meetings at each assigned site Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Signed Site Service Agreement (Exhibit G) • Proposed curriculum (curriculum map or individual lesson plans) 	January 14, 2022	Submitted invoice 4 for \$22,000
<i>Deliverable Set 5</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services through the invoice date • Participant Logs (Exhibit I) for services through the invoice date • CBO Monthly Service Delivery Forms 	March 18, 2022	Submitted invoice #5 for \$99,100

<i>Deliverable Set 6</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • Participant Logs (Exhibit I) for services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • End of Cycle report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	June 17, 2022	Submitted invoice #6 for \$57,371
SUMMER CYCLE June- August 2022		
<i>Deliverable Set 7</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from last invoice date through August 31, 2022 • Participant Logs (Exhibit I) for services delivered from last invoice date through August 31, 2022 • End of Cycle report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	September 15, 2022	Submitted invoice #7 for \$83,422

August 2022 - June 30, 2023

The following table outlines the tentative deliverables and invoicing deadlines for services delivered through the contract year. Invoices must be submitted quarterly and no later than thirty (30) after the end of the quarter, as outlined below. All payment will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the Invoice Worksheet (Exhibit H) for each invoice period. Failure to submit all required documentation and invoices by the stated deadlines may result in the termination of the contract.

Description of Services	Service Period and Invoice Deadline
First Quarter- August 16, 2022, through November 15, 2022	
Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered August 16, 2022 through November 15, 2022 • Participant Logs (Exhibit I) for services delivered August 16, 2022 through November 15, 2022 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site 	Submitted invoice #8 for \$75,238

<ul style="list-style-type: none"> • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	
Second Quarter- November 16, 2022 through February 15, 2023	
Quarter 2 Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from November 16, 2022 through February 15, 2023 • Participant Logs (Exhibit I) for services delivered from November 16, 2022 through February 15, 2023 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submitted invoice #9 for \$4,980 and 10 for \$60,025
Third Quarter- February 16, 2023 through May 15, 2023	
Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from February 16, 2023 through May 15, 2023 • Participant Logs (Exhibit I) for services delivered from February 16, 2023 through May 15, 2023 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submit invoice for services delivered February 16, 2023, through May 15, 2023 Invoice and all documentation <u>must be received on or before</u> <u>June 14, 2023</u>
Fourth Quarter- May 16, 2023 through June 30, 2023	
Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from May 16, 2023 through June 30, 2023 • Participant Logs (Exhibit I) for services delivered from May 16, 2023 through June 30, 2023 • End of year report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	Submit invoice for services delivered May 16 through June 30, 2023 Invoice and all documentation <u>must be received on or before</u> <u>July 30, 2023</u>
Maximum Sum Payable for Initial Term and First Extension Term Combined:	\$863,114

ADDITIONAL SERVICES
July 2023 - June 30, 2024

The following table outlines the tentative deliverables and invoicing deadlines for services delivered through the contract year. Invoices must be submitted quarterly and no later than thirty (30) days after the end of the quarter, as outlined below. All payments will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the Invoice Worksheet (Exhibit H) for each invoice period. Failure to submit all required documentation and invoices by the stated deadlines may result in the termination of the contract.

Description of Services	Service Period and Invoice Deadline
First Quarter- July 1, 2023, through September 30, 2023	
<p>Quarter 1 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered July 1, 2023 through September 30, 2023 • Participant Logs (Exhibit I) for services delivered July 1, 2023 through September 30, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered July 1, 2023 through September 30, 2023</p> <p>Invoice and all documentation <u>must be received on or before October 30, 2023</u></p>
Second Quarter- October 1, 2023 through December 31, 2023	
<p>Quarter 2 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from October 1, 2023 through December 31, 2023 • Participant Logs (Exhibit I) for services delivered from October 1, 2023 through December 31, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered October 1, 2023 through December 31, 2023</p> <p>Invoice and all documentation <u>must be received on or before January 31, 2024</u></p>
Third Quarter- January 1, 2024 through March 31, 2024	
<p>Quarter 3 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from January 1, 2024 through March 31, 2024 • Participant Logs (Exhibit I) for services delivered from January 1, 2024 through March 31, 2024 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered January 1, 2024 through March 31, 2024</p> <p>Invoice and all documentation <u>must be received on or before April 30, 2024</u></p>
Fourth Quarter- Period One - April 1, 2024 through May 15, 2024	
<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from April 1, 2024 through May 15, 2024 • Participant Logs (Exhibit I) for services delivered from 	<p>Submit invoice for services delivered April 1, 2024 through May 15, 2024</p>

<p>April 1, 2024 through May 15, 2024</p> <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Invoice and all documentation <u>must be received on or before June 14, 2024</u></p>
<p>Fourth Quarter- Period Two – May 16, 2024 through June 30, 2024</p>	
<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from May 16, 2024 through June 30, 2024 • Participant Logs (Exhibit I) for services delivered from May 16, 2024 through June 30, 2024 • End of year report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	<p>Submit invoice for services delivered May 16, 2024 through June 30, 2024</p> <p>Invoice and all documentation <u>must be received on or before July 30, 2024</u></p>
<p>Maximum Sum Payable for Initial Term, First Extension Term, and Second Extension Terms Combined:</p>	<p>\$ 1,478,214.00</p>



Contract No. RT_005552-3

YOUTH DEVELOPMENT THROUGH THE ARTS: ARTS IN COMMUNITIES

Amendment No. 3

THIS AMENDMENT is made and entered into on _____,

by and between COUNTY OF LOS ANGELES (hereafter "County"), by and through Department of Arts and Culture (hereafter "Arts and Culture"),

and Homeboy Industries (hereafter "Consultant").

WHEREAS, reference is made to that certain document entitled "YOUTH DEVELOPMENT THROUGH THE ARTS: ARTS IN COMMUNITIES AGREEMENT", dated October 8, 2021, and further identified as Agreement No. RT_005552, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, on September 14, 2022, parties entered into Amendment No. 1 to extend the contract term, and increase the maximum obligation of County; and

WHEREAS, on May 26, 2023, parties entered into Amendment No. 2 to extend the contract term, adjust rates based on the Costs of Living, increase the maximum obligation of County, replace Exhibit B (Scope of Work) and Exhibit H (Invoice Worksheet), change the Agreement number; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement, to increase the maximum obligation of County by one hundred thousand (\$100,000), and make other hereafter designated changes.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment will be effective upon execution.

2. Paragraph 1, **CONTRACTOR FEE**, will be deleted in its entirety and replaced as follows:

“1. **CONTRACTOR FEE:** The maximum sum payable under the terms of this contract will be increased by one hundred thousand (\$100,000) to cover the cost of services delivered through the new Agreement end date. The revised maximum sum payable during this Agreement shall not exceed three hundred twenty-five thousand four hundred dollars (\$325,400) (“Contract Amount”). This amount is inclusive of all costs incurred by the Consultant related to or in performance of this contract.”

3. Exhibit B, **REVISED SCOPE OF WORK**, will be replaced with Exhibit B-3 – REVISED SCOPE OF WORK, attached hereto and incorporated herein by reference.
4. Except for the changes set forth herein above, all terms and provisions of the Agreement shall not be changed in any respect by this Amendment.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the County of Los Angeles and Contractor have caused this Amendment to be executed on their behalf by their duly authorized representatives, the day and year first above written.

COUNTY OF LOS ANGELES

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

Date: _____

CONTRACTOR

By: _____
Thomas Vozzo, CEO
Homeboy Industries

Date: _____

By: _____
Gilbert Muro, CFO
Homeboy Industries

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy County Counsel

EXHIBIT B-3
REVISED SCOPE OF WORK
YOUTH DEVELOPMENT THROUGH THE ARTS | ARTS IN COMMUNITIES

1. Project Description

Beginning September 2021 and extending through June 30, 2024, highly qualified teaching artists from Homeboy Industries (Consultant) will provide instruction in visual art, creative writing, music, dance, media arts or theatre for youth at LA County parks, public housing, or other community-based sites, as assigned by the Los Angeles County Department of Arts and Culture, and in close partnership with other County agencies.

Consultants will provide arts instruction and associated services for youth in each assigned location, where services generally include, but art not limited to:

- **Up to three (3) days per week** of instruction (most often scheduled Monday through Friday, though Saturday, Sunday, or evening workshops are sometimes requested)
- **Up to three (3) hours of instruction per day** (this could be split into multiple sessions of varying lengths, but generally will not exceed three hours total for each day of instruction)
- **Up to twenty (20) youth per session**

Consultants will ensure that:

- Sessions are taught by a team of two collaborating artists with specific experience in the delivery of healing-centered, culturally responsive arts instruction;
- Healing-centered curriculum is designed to meet youth development, career readiness, and/or social emotional learning outcomes;
- Curriculum that is aligned with established principles, themes and goals or Project Based Learning, as determined by site administrators
- Work products created by students remain at each site as evidence student learning; and
- Demonstrations of student learning through culminating events, performances and / or exhibitions are included in the instructional plan.

In addition, there is the opportunity to provide supplemental arts engagements or activities with youth, families, and/or staff at the assigned site or at other sites, as assigned by Arts and Culture. One 90-minute engagement for staff at the assigned site and one 3-hour family/intergenerational engagement are already included as optional elements of the contract per cycle. Any engagements beyond the number or type listed here must be discussed with and approved by Arts and Culture prior to delivery.

2. Assigned Site

Sites for the 2021-2024 program year may include, but are not limited to: Lennox Park. The assigned sites may change during the program year, based on an assessment of the success of the program at the site. This assessment would be done in conversation with Parks staff, Arts and Culture staff, and Consultant.

Please note that there may be circumstances beyond the Consultant's and/or Arts and Culture's control that prevent the start of work or that interrupt the continuation/completion of work at a given site. The assigning of a contract is NOT a guarantee of work. Exhibit D details the guidelines around cancellation of classes.

3. Payment of Artists

Arts and Culture is deeply committed to advancing pay equity within the arts education field. The fee schedule employed for all Youth Development Through the Arts contracts was developed in conversation with our community of arts partners. It is expected that all Teaching Artists who work under this contract are adequately compensated for their time and expertise. While Arts and Culture does not monitor or track payment to Teaching Artists, it is our expectation that Teaching Artists receive the full amount of the comprehensive fees allocated for their work under this contract. These fees include compensation for planning and curriculum design, direct instruction, set-up and clean-up, recruitment and community engagement, and an allocation for materials/supplies and mileage (or "miscellaneous costs" during the virtual instruction period).

4. Project Management

- Consultant will schedule and complete project planning meetings at each site prior to the launch of each cycle. Arts and Culture will be included in communication efforts to schedule meetings and will be notified of confirmed meeting dates, times and locations in a timely manner, to enable participation. Consultant agrees to comply with directives as listed in Exhibit C, Planning Guidelines.
- Arts and Culture will be included in communications between Consultant and Site staff, as outlined in Exhibit D, Scheduling, Cancellation, and Attendance Guidelines.
- Documentation of participant attendance will include a Participant Log (Exhibit I) for each site and the Workshop Sign-in Sheet (Exhibit J) for each workshop on a template provided by Arts and Culture. Upon Arts and Culture's request, Consultant will submit completed Workshop Sign-in Sheets as additional support documentation.
- Consultant will provide Requests for LiveScan and Provisional Clearance Requests in a timely manner and agrees to comply with guidelines as described

in Exhibit E, Clearance Procedures.

- Consultant will submit invoices as outlined in the Deliverables and Payment Schedule section of this document.
- Consultant will submit signed approval for any large-scale visual arts projects in advance of their production, as provided in Permanent Installation Design Approval form, Exhibit F.
- Consultant will attend a year-end debrief meeting with Arts and Culture.

5. Credit and Acknowledgement

- Consultant will acknowledge Youth Development through the Arts (“Project”) as follows:
Youth Development through the Arts is a project of the Los Angeles County Arts Education Collective and is implemented as a partnership between the Los Angeles County Probation Department, Los Angeles County Department of Arts and Culture and Homeboy Industries.
- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project digital and print communications, promotional and product materials. The Arts Ed Collective and Arts and Culture logos must be no smaller than one inch in width, no smaller than the Consultant logo, and be placed as a standalone.
- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project web pages and will hyperlink the Arts Ed Collective logo to www.lacountyartsedcollective.org, and the Arts and Culture logo to www.lacountyarts.org.
- Consultant will include the above acknowledgement and the Arts Ed Collective and Arts and Culture logos on all Project email blasts.
- Consultant will verbally share the above acknowledgement in all events and presentations of the Project.
- Consultant will include the above acknowledgement on all student work products to remain at each facility, including Project mural installation displays.
- Consultant will include the above acknowledgement in all press materials and releases.
- Consultant will submit all digital and print materials featuring the Arts Ed Collective and Arts and Culture logos, as well as all draft press releases announcing the Project, to Arts and Culture’s Director of Communications and Public Affairs for review and approval before finalizing, printing, or distributing.
- Consultant will provide a minimum of 48 hours notice for review and approval of credit and acknowledgment in all digital and print communications, promotional, press and product materials.
- This provision shall survive termination or expiration of this Agreement.

6. Reporting and Documentation

The submission of the following documents is required for all services, in accordance with the Deliverables and Payment Schedule below. Payments are contingent upon acceptable completion and submission of all deliverables and a final debrief meeting

with Arts and Culture.

- **Exhibit F, Permanent Installation Design Approval Form** – If a permanent arts installation is planned for a site, it should be noted on the Site Service Agreement (Exhibit G). Detailed renderings of the design and content must be submitted for approval to the Department of Probation along with the Permanent Installation Design Approval Form (Exhibit F) provided by Arts and Culture. Approved renderings and signed approval form must be promptly reported to Arts and Culture.
- **Exhibit G, Site Service Agreement** – The workshop schedule, as well as the teaching artist(s) and Probation personnel assigned to the project, should be confirmed at an initial planning meeting and must be submitted on the Site Services Agreement. Revisions to the schedule must be noted and submitted in accordance with the instructions detailed in Exhibit G.
- **Exhibit H, Invoice Worksheet** – Documentation of the actual services delivered at each site must be submitted on a template provided by Arts and Culture.
- **Exhibit I, Participant Log** – Documentation of student participation in each workshop must be submitted on a template provided by Arts and Culture. The Participant Log is a summary of all participants during all sessions of the cycle. In the event that questions arise regarding youth participation, Arts and Culture may request that the Consultant also submit **Exhibit J, Sign-In Sheets**, as supporting documentation.
- **Photographic Documentation of Student Work** – High-resolution photographic images in digital format of students engaged in art-making and/or student work must be submitted.
- **Exhibit K, End of Cycle Report** – A written report must be submitted to Arts and Culture in accordance with the deliverables and payment schedule below, using a template provided by Arts and Culture. Reports will include but are not limited to a written narrative summarizing instruction provided at each site, the successes and challenges of the project, and recommendations for improvement and participation data.
- **Proposed Curriculum** (curriculum map or individual lesson plans) for instruction to be provided at each site.
- **Documentation of any press or media coverage** that featured this project.

7. Deliverables and Payment Schedule

September 2021 - August 2022

The following table provides the tentative deliverables, invoicing deadlines, and maximum invoice amounts for this scope of work. All invoicing and payment will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the invoice Worksheet (Exhibit H) for

each invoice period. All reimbursable payments require receipts for food and supplies and signed vouchers from individuals as documentation. A complete list of all reimbursable charges indexed to receipts and vouchers must be provided on a separate page.

Description of Services	Deadline	Payments
FALL CYCLE—September – December 2021		
<i>Deliverable Set 1</i> Consultant will complete Fall Cycle project planning meetings at each assigned site Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Signed Site Service Agreement (Exhibit G) • Proposed curriculum (curriculum map or individual lesson plans) 	Upon signing of contract	Submitted invoice 1 for \$17,000.00
<i>Deliverable Set 2</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services through the invoice date • Participant Logs (Exhibit I) for services through the invoice date • CBO Monthly Service Delivery Forms 	November 19, 2021	Did not submit invoice for this period
<i>Deliverable Set 3</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • Participant Logs (Exhibit I) for services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date • End of Cycle report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	January 7, 2022	Did not submit invoice for this period
SPRING CYCLE January – June 2022		
<i>Deliverable Set 4</i> Consultant will complete Spring Cycle project planning meetings at each assigned site Consultant will submit to Arts and Culture for each assigned site:	January 28, 2022	Did not submit invoice for this period

<ul style="list-style-type: none"> Signed Site Service Agreement (Exhibit G) Proposed curriculum (curriculum map or individual lesson plans) 		
<i>Deliverable Set 5</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> Invoice Worksheet (Exhibit H) detailing services through the invoice date Participant Logs (Exhibit I) for services through the invoice date CBO Monthly Service Delivery Forms 	March 18, 2022	Did not submit invoice for this period
<i>Deliverable Set 6</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> Invoice Worksheet (Exhibit H) detailing services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date Participant Logs (Exhibit I) for services delivered from the mid-cycle invoice date (if applicable) through the end-of-cycle date End of Cycle report (Exhibit K) Documentation of Student Work Documentation of any press or media coverage that featured this project 	June 3, 2022	Submitted invoice 6A for \$3,201
SUMMER CYCLE June- August 2022		
<i>Deliverable Set 7</i> Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> Invoice Worksheet (Exhibit H) detailing services delivered from last invoice date through August 31, 2022 Participant Logs (Exhibit I) for services delivered from last invoice date through August 31, 2022 End of Cycle report (Exhibit K) Documentation of Student Work Documentation of any press or media coverage that featured this project 	September 15, 2022	Submitted invoice #7 for \$39,937

ADDITIONAL SERVICES
August 2022 - June 30, 2023

The following table outlines the tentative deliverables and invoicing deadlines for services delivered through the contract year. Invoices must be submitted quarterly and no later than thirty (30) after the end of the quarter, as outlined below. All payments will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the Invoice Worksheet (Exhibit H) for each invoice period. Failure to submit all required documentation and invoices by the stated deadlines may result in the termination of the contract.

Description of Services	Service Period and Invoice Deadline
First Quarter- August 16, 2022, through November 15, 2022	
<p>Quarter 1 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered August 16, 2022 through November 15, 2022 • Participant Logs (Exhibit I) for services delivered August 16, 2022 through November 15, 2022 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submitted invoice #8 for \$23,645
Second Quarter- November 16, 2022 through February 15, 2023	
<p>Quarter 2 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from November 16, 2022 through February 15, 2023 • Participant Logs (Exhibit I) for services delivered from November 16, 2022 through February 15, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submitted invoice #9 for \$15,136
Third Quarter- February 16, 2023 through May 15, 2023	
<p>Quarter 3 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from February 16, 2023 through May 15, 2023 • Participant Logs (Exhibit I) for services delivered from February 16, 2023 through May 15, 2023 	<p>Submit invoice for services delivered February 16, 2023, through May 15, 2023</p> <p>Invoice and all</p>

And if applicable this billing period, consultant will:	documentation <u>must be received on or before June 14, 2023</u>
<ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	
Fourth Quarter- May 16, 2023 through June 30, 2023	
Quarter 4 Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from May 16, 2023 through June 30, 2023 • Participant Logs (Exhibit I) for services delivered from May 16, 2023 through June 30, 2023 • End of year report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	Submit invoice for services delivered May 16 through June 30, 2023 Invoice and all documentation <u>must be received on or before July 30, 2023</u>
Maximum Sum Payable for Initial Term and First Extension Term Combined:	\$160,000

ADDITIONAL SERVICES
July 2023 - June 30, 2024

The following table outlines the tentative deliverables and invoicing deadlines for services delivered through the contract year. Invoices must be submitted quarterly and no later than thirty (30) days after the end of the quarter, as outlined below. All payments will follow the successful completion and submission of work as stated. Actual payment amounts are determined by and based on services provided and reported on the Invoice Worksheet (Exhibit H) for each invoice period. Failure to submit all required documentation and invoices by the stated deadlines may result in the termination of the contract.

Description of Services	Service Period and Invoice Deadline
First Quarter- July 1, 2023, through September 30, 2023	
Quarter 1 Consultant will submit to Arts and Culture for each assigned site: <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered July 1, 2023 through September 30, 2023 • Participant Logs (Exhibit I) for services delivered July 1, 2023 through September 30, 2023 And if applicable this billing period, consultant will: <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	Submit invoice for services delivered July 1, 2023 through September 30, 2023 Invoice and all documentation <u>must be received on or before October 30, 2023</u>
Second Quarter- October 1, 2023 through December 31, 2023	

<p>Quarter 2 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from October 1, 2023 through December 31, 2023 • Participant Logs (Exhibit I) for services delivered from October 1, 2023 through December 31, 2023 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered October 1, 2023 through December 31, 2023</p> <p>Invoice and all documentation <u>must be received on or before January 31, 2024</u></p>
<p align="center">Third Quarter- January 1, 2024 through March 31, 2024</p>	
<p>Quarter 3 Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from January 1, 2024 through March 31, 2024 • Participant Logs (Exhibit I) for services delivered from January 1, 2024 through March 31, 2024 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered January 1, 2024 through March 31, 2024</p> <p>Invoice and all documentation <u>must be received on or before April 30, 2024</u></p>
<p align="center">Fourth Quarter- Period One - April 1, 2024 through May 15, 2024</p>	
<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from April 1, 2024 through May 15, 2024 • Participant Logs (Exhibit I) for services delivered from April 1, 2024 through May 15, 2024 <p>And if applicable this billing period, consultant will:</p> <ul style="list-style-type: none"> • Complete project planning meetings at each assigned site • Submit Site Service Agreement (Exhibit G) • Submit proposed curriculum (curriculum map or individual lesson plans) 	<p>Submit invoice for services delivered April 1, 2024 through May 15, 2024</p> <p>Invoice and all documentation <u>must be received on or before June 14, 2024</u></p>
<p align="center">Fourth Quarter- Period Two – May 16, 2024 through June 30, 2024</p>	
<p>Consultant will submit to Arts and Culture for each assigned site:</p> <ul style="list-style-type: none"> • Invoice Worksheet (Exhibit H) detailing services delivered from May 16, 2024 through June 30, 2024 • Participant Logs (Exhibit I) for services delivered from May 16, 2024 through June 30, 2024 • End of year report (Exhibit K) • Documentation of Student Work • Documentation of any press or media coverage that featured this project 	<p>Submit invoice for services delivered May 16, 2024 through June 30, 2024</p> <p>Invoice and all documentation <u>must be received on or before July 30, 2024</u></p>

Maximum Sum Payable for Initial Term, First Extension Term, and Second Extension Terms Combined:	\$ 325,400.00