



NOTICE OF A MEETING

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**Arts and Culture Deputies Meeting
Thursday, August 26, 2021
3:00 p.m. – 4:30 p.m.**

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

AGENDA

1. Board Letter: Sole Source Agreement with The Flourish Agenda
2. Free Concerts Recap
3. COVID-19 Response and Recovery
4. Culturals Corner
5. General Updates
6. Next Meeting – September 23
7. Public Comment

SOLE SOURCE CHECKLIST

Department Name: _____

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

Date Existing Contract First Approved: _____

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

Chief Executive Office

Date

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

ARTS DEPUTIES AGENDA REVIEW DATE	8/26/2021	
BOARD MEETING	9/14/2021	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Arts and Culture	
SUBJECT	Board Letter: Sole Source Agreement with the Flourish Agenda	
PROGRAM	Arts Education	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: The VPR Evaluation literature review commissioned by Arts and Culture identified several practitioners of Healing-Centered Engagement locally and nationally, however, the confirmed that Dr. Shawn Ginwright is the nation’s leading expert in the field of Healing-Centered Engagement, having coined the term in 2018 after more than 30 years of research and practice. In fact, every other practitioner interviewed and researched as part of the literature review cited Dr. Ginwright as being foundational to their work.	
DEADLINES/ TIME CONSTRAINTS	Allowing Arts and Culture to contract with the Flourish Agenda will be foundational to the evolving work in institutions and communities and will directly support the critical and groundbreaking work that Los Angeles County is currently undertaking to become an anti-racist, healing-centered steward of holistic youth development.	
COST & FUNDING	Total cost: \$500,000	Funding source: Revenue allocations appropriated in the FY21-22 adopted budget
	TERMS (if applicable): Contained in the attached Agreement.	
	Explanation: In 2020, the Flourish Agenda launched a formal certification program in Healing-Centered Engagement. It is the first and only of its kind available nationally and internationally. The certification program was developed through years of on-the-ground training with hundreds of teachers, administrators, social workers and youth development professionals working in schools and probation departments.	
PURPOSE OF REQUEST	Contract with the Flourish Agenda to design and facilitate a multi-year continuum of professional development and peer learning opportunities for community-based practitioners and County employees, in order to develop a County-wide shared language and evaluation framework for arts-based Healing-Centered Engagement.	
BACKGROUND (include internal/external issues that may exist)	Since 2014, Arts and Culture and a growing network that now includes eight County agencies and nearly four dozen community-based organizations, have been collaborating to provide year-round, arts-based youth development programs. The programmatic model has evolved within the context of a “healing-centered” approach. In order to advance this approach as a core part of its work, the LA County Arts Education Collective (Arts Ed Collective, the County’s arts education initiative coordinated by the Department of Arts and Culture), recognized the need for a	

	deeper, more comprehensive understanding of the topic. The research team identified that in order to bring arts-based healing-centered engagement to scale.
DEPARTMENTAL AND OTHER CONTACTS	<ul style="list-style-type: none">• Heather Rigby, Chief Deputy, 323-336-3122, HRigby@arts.lacounty.gov• Brandon Turner, Administrative Deputy, 323-527-4358, BTurner@Arts.lacounty.gov• Megan Moret, Board Liaison, 213-469-1163, MMoret@arts.lacounty.gov



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

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

KRISTIN SAKODA, Director

September 14, 2021

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

Dear Supervisors:

**SOLE SOURCE AGREEMENT WITH THE FLOURISH AGENDA
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Arts and Culture (Arts and Culture) intends to enter into an agreement with the Flourish Agenda to design and facilitate a multi-year continuum of professional development and peer learning opportunities for community-based practitioners and County employees, in order to develop a County-wide shared language and evaluation framework for arts-based Healing-Centered Engagement.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of Arts and Culture (Director), or her designee, for a period of two years to execute sole source agreements substantially similar to ATTACHMENT I with the Flourish Agenda to develop a County-wide shared language and evaluation framework for arts-based Healing-Centered Engagement. Said agreements shall be for an initial term not to exceed two years, with the Director's authority to exercise an option to extend said agreements for two one-year extensions, and the total amount of said agreements shall not exceed \$500,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 2014, Arts and Culture and a growing network that now includes eight County agencies and nearly four dozen community-based organizations, have been collaborating to provide year-round, arts-based youth development programs for young people in detention camps, juvenile halls, juvenile day reporting centers, continuation high schools, County parks, Short-Term Residential Therapeutic Programs (STRTPs), public housing, and for youth in diversion programs. While the work is grounded in services for young people, it also focuses on professional development for County staff working with youth in County facilities, as well as for adults in community settings.

The programmatic model has evolved within the context of a “healing-centered” approach. As LA County’s efforts to reimagine youth justice continue to manifest – with a focus on alternatives to incarceration – the healing-centered approach is emerging as critical for effective arts-based youth development.

This need has been echoed in the powerful recommendations put forward by the Youth Justice Working Group in *Youth Justice Reimagined*—namely, to “enhance and resource a workforce anchored in Youth Development that provides culturally rooted support and care coordination, including healing-centered support for schools and other youth-serving systems.” It is also deeply aligned with the County’s Anti-Racism, Diversity, and Inclusion (ARDI) work.

In order to advance this approach as a core part of its work, the LA County Arts Education Collective (Arts Ed Collective, the County’s arts education initiative coordinated by the Department of Arts and Culture), recognized the need for a deeper, more comprehensive understanding of the topic. To that end, Arts and Culture contracted with a research team, VPR Evaluation, to conduct a review of literature on Healing-Centered Engagement. After six months of intensive review of academic literature and interviews with research-practitioners and youth, the research team identified that in order to bring arts-based healing-centered engagement to scale, “nothing is more critical than to co-create the language that will define healing-centered engagement for the region. This process needs to include agreement on definitions for key terms and components of the shared framework for organizational partners to develop shared ownership.”

The professional development and peer learning opportunities facilitated through this project will create shared understanding and shared ownership of an arts-based, healing-centered framework that will be foundational to scaling a holistic, care-first approach for supporting systems-impacted youth across the County. After developing this shared understanding, ownership and framework, the project will engage stakeholders in developing shared methods for evaluating and measuring the impact of arts-based, healing-centered youth development programs and services. This second component directly supports and extends current evaluation efforts led by the Department of Probation (through RAND) and the Department of Public Health (through Harder and Company) to establish baseline data on youth development outcomes. It also supports work by the Office of Youth Diversion and Development to design implementation of the Youth Justice Reimagined recommendations. This project was conceived in conversation with all of these Departments and offices.

The VPR Evaluation literature review commissioned by Arts and Culture identified several practitioners of Healing-Centered Engagement locally and nationally, however, the confirmed that Dr. Shawn Ginwright is the nation’s leading expert in the field of Healing-Centered Engagement, having coined the term in 2018 after more than 30 years of research and practice. In fact, every other practitioner interviewed and researched as part of the literature review cited Dr. Ginwright as being foundational to their work.

Dr. Ginwright is the founder and CEO of the Flourish Agenda, a national nonprofit consulting firm whose mission is to design strategies that unlock the power of healing and engage youth

and adult allies in transforming their schools and communities. Dr. Ginwright is also a professor of education and senior research associate at San Francisco State University, and is the Chairman of the Board of the California Endowment.

In 2020, the Flourish Agenda launched a formal certification program in Healing-Centered Engagement. It is the first and only of its kind available nationally and internationally. The certification program was developed through years of on-the-ground training with hundreds of teachers, administrators, social workers and youth development professionals working in schools and probation departments.

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

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There is no Net County Cost impact - contracts will be funded through revenue allocations appropriated in the FY21-22 adopted budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Allowing Arts and Culture to contract with the Flourish Agenda (ATTACHMENT I) will be foundational to the evolving work in institutions and communities and will directly support the critical and groundbreaking work that Los Angeles County is currently undertaking to become an anti-racist, healing-centered steward of holistic youth development.

CONTRACTING PROCESS

Arts and Culture is recommending this sole source contract because Flourish Agenda is uniquely qualified to provide this work and is the first and only of its kind available nationally and internationally. The certification program was developed through years of on-the-ground training with hundreds of teachers, administrators, social workers and youth development professionals working in schools and probation departments.

CONCLUSION

Upon approval of this Board Letter, Arts and Culture will enter into contracts with the Flourish Agenda in order to develop a County-wide shared language and evaluation framework for arts-based Healing-Centered Engagement.

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

Respectfully submitted,

A handwritten signature in cursive script that reads "Kristin Sakoda".

KRISTIN SAKODA
Director

KS/HR/DG/BT

ATTACHMENT I

c: Chief Executive Office
County Counsel



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



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

FLOURISH AGENDA
714 FRANKLIN AVENUE, SUITE 321-100
OAKLAND, CA 94612

Project: Shared Knowledge and Understanding in Arts-Based, Healing-Centered Engagement

Maximum Sum: The maximum sum payable under the terms of this contract will be up to **One Hundred Eighty-Seven Thousand dollars (\$187,000)**. ("Contract Amount"). This amount is inclusive of all costs incurred by the Consultant related to or in performance of this contract.

Term: The term of this contract will begin when executed by all parties hereto, no earlier than the execution of this agreement and it will end on June 30, 2022. This contract may be amended, or subsequent contracts may be issued for continued work on this project for a period not to exceed two years, with an option to further extend said agreements for two one-year periods.

Insurance:

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

It is further agreed that:

1. Consultant will keep all information which Consultant obtains related to the performance of this Agreement confidential, and will not disclose such information except where authorized by the County or as required by applicable law or court order.
2. Rebecca Renard-Wilson, Arts Education and Youth Development Senior Manager will serve as the primary contact for the County and Evert Zelaya, Director of Growth and Opportunities, Flourish Agenda, will serve as the primary contact for the Consultant.
3. Consultant shall submit invoices in conjunction with the deliverables detailed in the Scope of Work attached hereto as Exhibit B.
4. The County will not pay interest or finance charges on any outstanding balance.
5. Time will be of the essence regarding Consultant's performance of the terms and conditions of this Agreement.
6. The Consultant agrees to be bound by the terms and conditions of this Agreement, and terms and conditions of Exhibit A ("Standard Terms and Conditions") and Exhibit B ("Scope of Work"), which are attached hereto and form a part of this contract. The Consultant warrants that Consultant has read and understands the terms and conditions set forth in Exhibit A and B hereto.

7. Arts and Culture, in its sole discretion, will determine when a deliverable required under this contract is acceptable. The County will have no obligation to pay for deliverables Arts and Culture deems unacceptable.
8. This contract may be terminated for convenience at any time, for any reason, or for no stated reason, by either Arts and Culture or the Consultant upon thirty (30) calendar days written notice sent to the other party, care of the address listed above.
9. In the event of a litigation or other proceeding involving a dispute over the terms of this Agreement, the court or arbitrator having jurisdiction over such litigation or proceeding will not construe this contract for or against either party based on which part drafted the Agreement.

COUNTY OF LOS ANGELES

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

CONSULTANT

By: _____ Date: _____
Shawn Ginwright, President and Chief Executive Officer
Flourish Agenda

APPROVED AS TO FORM:
ROD CASTRO-SILVA
County Counsel

By: _____
Deputy

EXHIBIT B
SAMPLE Scope of Work
Flourish Agenda
Shared Knowledge and Understanding in Arts-Based, Healing-Centered Engagement
AE-22-XXXX

A. BACKGROUND

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

In October 2020, the Board of Supervisors adopted [Los Angeles County's New Regional Blueprint for Arts Education](#) (Arts Ed Blueprint) as both an aspirational policy statement and as a roadmap for practitioners and leaders to advance youth development over the next decade. The new Arts Ed Blueprint presents strategies for establishing and sustaining:

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

Similarly, in March 2020, the Board of Supervisors adopted the goals of the [Countywide Plan for Elevating the Arts as a Justice Reform Strategy](#) (Arts and Justice Reform Plan), which proposes arts-based strategies for furthering the transition of LA County's justice system from a punishment-based model to one that embraces trauma-informed and healing-centered approaches.

Both policies call for culturally sustaining arts instruction for young people who have been historically and systematically excluded or precluded from these experiences, as well as from the benefits and opportunities they provide. Both also cite the need for professional development for adults who serve youth to specifically address barriers and root causes faced by historically underserved populations. Additionally, both documents call for government agencies, community-based organizations, and those with lived experience to engage as thought partners in designing innovative systems-change models that use an intersectional approach for addressing the needs of historical underserved young people.

Over the past several years, the Arts Education division of the Department of Arts and Culture has been providing services for youth and the adults who support them, based on a Healing-Centered Engagement (HCE) model. Between 2018-2020, Arts and Culture partnered with the Department of Mental Health, the Office of Child Protection, and the Arts for Healing and Justice Network to develop and test a Creative Wellbeing professional development curriculum that would strengthen protective factors, cultivate resilience, and build capacity for engaging young people in arts-based, healing-centered experiences. In 2019, a substantial grant from the national Art for Justice Fund allowed for the expansion of arts-based strategies within juvenile justice reform efforts taking place across LA County. That same year, Arts and Culture released a request for proposals to identify community-based organizations that utilize an arts-based, healing-centered approach in their work. Under the banner of

the Arts Ed Collective, Arts and Culture now funds a network that includes forty-four community organizations to provide arts-based, healing-centered workshops for youth in County parks, juvenile detention facilities, public housing sites, congregate care facilities, and continuation high schools.

While the academic field of HCE is nascent, healing-centered relationships and practices have been used by community-based arts partners—and especially Black, Indigenous, Latinx and other POC practitioners—for generations. In 2020 VPR Evaluation was contracted to conduct a Review of Literature to better understand the theoretical underpinnings and practices of arts-based HCE. Building on this research, and to ensure these efforts continue to be successful and sustainable across LA County, it is essential that a broad coalition of government and community-based partners share a foundational knowledge of the basic tenets of healing-centered engagement, and for there to be a deeper exploration of how these tenets manifest through an arts-centered lens.

B. PURPOSE AND OBJECTIVES

The purposes of this project are to:

- 1) cultivate a shared understanding of the basic tenets of Healing Centered Engagement across a broad spectrum of key partners, within both County agencies and community-based spaces;
- 2) foster a shared understanding of arts-based Healing-Centered Engagement within our network of community-based arts partners; and
- 3) develop a shared evaluation framework for measuring the impact of arts-based Healing Centered Engagement.

The Consultant will complete the following tasks and provide the deliverables, as listed below:

Task #1—Planning

Upon execution of contract to October 31, 2021:

- Meet with Arts and Culture staff to engage in a generative discussion about the Arts Ed Collective’s background, goals, activities, and outcomes regarding equity and working with students of color, as well as the initiative’s theory of change, logic model, and culture.
- Read and analyze the *Healing Centered Engagement Review of Literature, Regional Blueprint for Arts Education, Arts and Justice Reform Plan, Youth Justice Reimagined*, and other relevant documents related to arts-based healing-centered engagement and the current context of youth development in LA County.
- Develop a “road map” that documents and details the full plan for achieving the objectives described above, including any and all agreements made during the planning stage.

Task #2—Healing Centered Engagement (HCE 101) Workshops

November 1, 2021 through January 31, 2022:

- Develop, schedule, coordinate, and facilitate no less than four (4) and up to eight (8) ninety-minute to two-hour virtual workshops that introduce key concepts connected to Healing Centered Engagement (“HCE 101”) for a broad spectrum of stakeholders, including but not limited to: staff from the LA County Departments of Arts and Culture, Parks and Recreation, Probation, Public Health, Mental Health, Children and Family Services, and/or the Offices of Child Protection and Youth Diversion and Development; staff and teaching artists from community-based organizations; and/or educators, administrators, counselors or psychologists from partner school districts.
- Develop marketing language and materials to promote the HCE 101 workshops, in collaboration with Arts and Culture staff to ensure proper branding

Task #3—Building a Shared Understanding of Arts-Based Healing-Centered Engagement

November 1, 2021 through May 31, 2022:

- In collaboration with Arts and Culture and key community-based teaching artists, develop a scope and sequence for a Peer Learning Community (PLC) centered around the Flourish Agenda’s Healing-Centered Engagement Certification curriculum, that:
 - builds on learning outcomes introduced in the HCE 101 workshops
 - generates, supports, and advances additional learning outcomes defined by participants
 - explores each of the seven modules that comprise the Flourish Agenda’s Certification curriculum
 - examines ways HCE tenets are manifest through an arts-based lens
 - is responsive and adaptive to the specific needs of participants
 - incorporates learning exchanges among community-based arts practitioners
 - develops and promotes shared knowledge and understanding of arts-based, healing-centered engagement
 - culminates in the identification and promotion of successful implementation strategies and practices
- Schedule, coordinate, facilitate, and document up to fourteen (14) hours of collaborative learning for the arts-based HCE PLC
- Provide stipends to each participant who completes at least 80% of the arts-based HCE PLC curriculum, including self-guided (online modules) and collaborative (in person and/or virtual) learning

C. COMMUNICATION AND REPORTING

Staff from Flourish Agenda and Arts and Culture will meet no less than twice a month to assess progress and to ensure benchmarks are met within the specified time frame. A more detailed communications schedule will be developed during the planning phase to address any additional needs for collaboration or increased communication to adequately support successful implementation.

Flourish Agenda will also complete one (1) written final report to be delivered by June 15, 2022. The written report form provided by Arts and Culture will address the project’s status, including accomplishments, challenges, and progress made toward achieving the stated objectives. Event documentation, including but not limited to presentation materials and participant data, will be attached to the final report. Arts and Culture may also request additional information or changes to a submitted deliverable to bring it into conformance with the requirements of the contract.

D. CREDIT AND ACKNOWLEDGEMENT

Consultant will acknowledge the Los Angeles Arts Education Collective and the Los Angeles Department of Arts and Culture in all digital and print communications, promotional, press, and production materials, as follows:

This is a project of the LA County Arts Education Collective, developed and implemented by the Flourish Agenda in partnership with the Los Angeles County Department of Arts and Culture, to advance the shared vision that every young person in LA County engages in the arts all year, every year, because the arts are fundamental to human growth and development.

Consultant will include the above acknowledgement, the Arts Ed Collective logo, and the Department of Arts and Culture logo on all digital and print communications, promotional, press and product materials related to this scope of work. Both logos must be no smaller than one inch in width, no smaller than the Consultant logo, and be placed as standalones. Consultant will submit all digital and print materials

featuring the Arts Ed Collective and Department of Arts and Culture logos to Arts and Culture’s Director of Communications for review and approval before finalizing, printing, publishing, or distributing.

- Consultant will include the above acknowledgement, the Arts Ed Collective logo, and the Arts and Culture logo on all related web pages and email blasts, and will hyperlink the Arts Ed Collective logo to LACountyArtsEdCollective.org and the Arts and Culture logo to lacountyarts.org.
- Consultant will verbally share the above acknowledgement in all related events and presentations.
- Consultant will include the above acknowledgement in all related press materials and releases. Consultant will submit draft press releases related to this project to Arts and Culture’s Director of Communications for review and approval before finalizing or distributing the release.
- Consultant will provide a minimum of 3 business days for review and approval of credit and acknowledgment in all digital and print communications, promotional, press, and product materials related to this scope of work.
- This provision shall survive termination or expiration of this Agreement and will apply to all future iterations or derivative works based on the product materials resulting from, arising out of, or pursuant to this Agreement.

E. EXPENSES

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

F. OWNERSHIP OF DELIVERABLES

All deliverables created by Consultant pursuant or related to this contract, including but not limited to any and all writings, notes, designs, sketches, drawings, graphics, displays, still images, moving images, videos, music, computer files, data, hardware and/or software, will be the sole and exclusive property of the County. Proprietary materials developed by the Consultant prior to the start of this contract, including but not limited to Healing-Centered Engagement curriculum and online instructional modules, will remain the sole and exclusive property of the Consultant. Consultant acknowledges that all services Consultant provides under this contract are provided as an independent contractor on a work-for-hire basis. Copyright and any other intellectual property right in any work resulting from the performance of the services under this contract will vest and be held in the name of the County.

G. DELIVERABLES AND PAYMENT SCHEDULE

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

Deliverables	Deadline	Payment
Consultant will complete all tasks, and submit all deliverables outlined in Task #1, above: <ul style="list-style-type: none"> • Meet with Arts and Culture staff to engage in a generative discussion about the Arts Ed Collective’s background, goals, activities, and outcomes regarding equity and working with students of color, as well as the initiative’s theory of change, logic model, and culture. • Read and analyze documents related to arts-based, healing-centered engagement and the current context of youth development in LA County. • Develop a “road map” that documents and details the full project plan for achieving the objectives of this contract. 	To be completed by October 31, 2021	Upon acceptable completion, submit <i>itemized invoice #1</i> for up to \$39,000
Consultant will complete all tasks, and submit all deliverables outlined in Task #2, above: <ul style="list-style-type: none"> • Develop, schedule, coordinate, and facilitate up to eight (8) 90-minute to 2-hour interactive, virtual workshops that introduce key concepts connected to Healing Centered Engagement • Develop marketing materials to promote the HCE 101 workshops 	To be completed by January 31, 2022	Upon acceptable completion, submit <i>itemized invoice #2</i> for up to \$28,000
Consultant will complete all tasks, and submit all deliverables outlined in Task #3, above: <ul style="list-style-type: none"> • Develop a scope and sequence for a Peer Learning Community (PLC) centered around the Flourish Agenda’s Healing-Centered Engagement Certification curriculum • Schedule, coordinate, facilitate, and document approximately fourteen (14) hours of collaborative learning for the arts-based HCE PLC • Provide stipends to each participant who completes at least 80% of the arts-based HCE PLC curriculum • Final report, addressing accomplishments, challenges, and progress made toward achieving the stated objectives, using the written report form provided by Arts and Culture 	To be completed by June 15, 2022	Upon acceptable completion, submit <i>itemized invoice #3</i> for up to \$120,000
Total		\$187,000