

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002544
WITH KIMZIN CREATIVE LLC**

This Second Amendment to Agreement number _____ dated May 10, 2022 ("Agreement") is made as of this _____ day of _____, 2023, by and between the City of Santa Rosa, a municipal corporation ("City"), and Kimzin Creative LLC ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide arts & equity consulting services for the Public Art Program.
- B. City and Consultant entered into the First Amendment on November 3, 2022 for the purpose of increasing Compensation.
- C. City and Consultant now desire to amend the Agreement for the purpose of revising the Scope of Services, increasing the Compensation and extending the Time of Performance.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. Section 1. Scope of Services

Exhibit A to the Agreement is replaced by Exhibit A-1 to this Amendment.

- 2. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$66,000.00 to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of one hundred fifty-six thousand dollars and no cents (\$156,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Numbers: JL Keys 09704 and 08015.

- 3. Section 12. Time of Performance

The last sentence of Section 12 is amended to read as follows:

"Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of the City, not later than December 31, 2024."

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA

a Municipal Corporation

Name of Firm: Kimzin Creative LLC

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

Print Name: _____

Title: _____

____ Individual/Sole Proprietor

____ Partnership

____ Corporation

X Limited Liability Company

____ Other (please specify: _____)

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____

Office of the City Attorney

Print Name: Nikko Kimzin

Title: Founder

City of Santa Rosa Business Tax Cert. No.

06528670

Attachment: Exhibit A-1 - Scope of Services

EXHIBIT A-1

SCOPE OF SERVICES & COMPENSATION

Kimzin Creative LLC will provide arts & equity consulting services for the City of Santa Rosa Public Art Program. City shall pay Consultant up to one hundred fifty-six thousand dollars and no cents (\$156,000.00). Payments to Consultant will be made at the rate of \$200 per hour within thirty (30) days after receipt of Consultant's invoices.

The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

1. Workshops and training with City of Santa Rosa Art in Public Places Committee (APPC), including collaborative design with committee members to identify key lessons to be learned. Topics to include how to ensure that diverse voices are represented, included, and celebrated within the programming, process, outreach, and infrastructure of the Public Art Program; how to build stronger relationships with culturally diverse local and regional community organizations and associations; and how to create specific criteria related to diversity and inclusion for consideration when developing and approving new projects.
 - a. Goal is to get the committee to understand EDI and confidence to back it in Public Art EDI practices
 - b. Sessions to be scheduled as items on regular or special APPC meeting agenda
 - c. Services Provided: 4 (1.5 hour) Professional Development Workshops
2. Coaching with (2) 2-member APPC task forces, including Diversity, Equity, Inclusion & Access Taskforce; and Engagement Taskforce.
 - a. DEIA Taskforce: how to be a visible and trusted partner in a diverse community
 - b. Engagement Taskforce: How to increase community participation in the Public Art Program
 - c. Sessions to be scheduled individually with Public Art Program Staff and members of each taskforce
 - d. Services Provided: 2 (10 hour) (20 hours total) coaching sessions to be utilized by DEIA Task Force and Engagement Taskforce
3. In collaboration with City of Santa Rosa's Art in Public Places Committee, Arts & Culture Manager, and Equity and Public Health Planner- Kimzin Creative will ideate and craft the scope of work for pre-production, production, and post-production arts as community engagement experiences.
 - a. Phase 1: Pre-production will include preparation of project description, budgets, timeline and desired impact goals. All public art engagement planning will be in strategy with the desired impact goals and data collection necessary to contribute to the General Plan Update.
 - b. Phase 2: Production will include the project management and facilitation of up to 10 public art works/events. Kimzin Creative will oversee the implementation and training for culturally responsive community engagement and data collection processes for all necessary staff, artists, and community members.
 - c. Phase 3: Post-production, at the conclusion of the production process, Kimzin Creative

will compile all data collected (photo/video, surveys, transcriptions, written, recorded testimonials) and create a final report outlining the intent, process and offerings contributed by the public art engagement process. The final report will include all artist and community contributed data. A segment of the final report will detail the culturally responsive processes in which the project manager acquired all contributed information.

4. Research and Program Development for various Public Art Program needs, including Tool Kits, Public Art Audit, and other strategies and tactics identified in the Public Art Strategic Plan and as assigned.
 - a. In collaboration with the City of Santa Rosa's Art in Public Places Committee, and the Arts & Culture Manager, Kimzin Creative will co-create and refine the key set of desired results, project development timeline, and execution plan for each requested deliverable.
 - b. Kimzin Creative will assist in the project management of various projects identified by Public Art staff including all pre-production, production, and post-production procedures. In addition, Kimzin Creative will support research and development of existing and new products/systems as it relates to the Public Art Strategic Plan.