AGENDA

SPECIAL MEETING OF THE
ARTS AND CULTURE COMMISSION

April 9, 2020 at 10:30 a.m.

This meeting will be held via teleconference. The meeting will be accessible at https://meetingsamer6.webex.com/meet/cityclerk and (408) 418-9388 (Access Code 296 024 026) at the date and time specified above.

This Meeting Place is Wheelchair Accessible

Pursuant to Executive Orders N-25-20 and N-29-20, and in response to the COVID-19 pandemic, teleconference restrictions of the Brown Act have been suspended, as well as the requirement to provide a physical location for members of the public to participate in the meeting.

Any person wishing to speak to the Arts and Culture Commission on any of these matters is invited to participate via teleconference as described above.

The City encourages submission of written comments in advance to the Arts and Culture Commission in care of Maya Williams, Staff Liaison, City of El Cerrito, 10890 San Pablo Avenue, El Cerrito, CA 94530 or mwilliams@ci.el-cerrito.ca.us prior to the meeting. You may also contact the Staff Liaison by telephone at the number noted above.

10:30 a.m. CONVENE MEETING

1. ROLL CALL – Chair Ruth Cazden; Members Allison Cooper, George Gager, Courtney Helion, Bill Nichols, Ann Wiens, Blake Washington

2. COMMISSIONERS’ REPORTS, COUNCIL LIAISON AND STAFF LIAISON REPORTS

3. COMMENTS FROM THE PUBLIC
   Comments are typically limited to three minutes per person and are limited to items not on the meeting agenda. Comments can also be heard at the time the item is discussed.

4. APPROVAL OF MINUTES
   Consider approval of the minutes of the February 24, 2020 meeting.

5. DISCUSSION AND POSSIBLE ACTION – EXTENSION OF ECCRU PROFESSIONAL AGREEMENTS
   Receive report and discussion about extending the two current ECCRU Artist-in Residence professional agreements, given the statewide Stay-At-Home Order through May 3. (Attachment)
Staff recommends the following:

- If the Order is lifted before July 1, 2020, the original agreement will remain in force.
- If the Order is lifted during the month of July 2020, the agreement will be extended through August 31, 2020.
- If the Order is lifted on or after August 1, 2020, the agreement will be considered complete.

6. DISCUSSION AND POSSIBLE ACTION – EXTENSION OF POET LAUREATE PROFESSIONAL AGREEMENT

Receive report and discussion about extending the current Poet Laureate professional agreement, given the statewide Stay-At-Home Order through May 3. (Attachment)

Staff recommends the following:

- If the Order is lifted before August 1, 2020, the original agreement will remain in force.
- If the Order is lifted during the month of August 2020, the agreement will be extended through September 30, 2020.
- If the Order is lifted on or after September 1, 2020, the agreement will be considered complete.

7. NEXT MEETING – June 22, 2019, unless otherwise rescheduled due to public health event.

8. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Staff Liaison, 510-215-4318. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title I).

Any writings or documents provided to a majority of the members regarding any item on this agenda will be made available for public inspection at www.el-cerrito.org/acc.
AGREEMENT FOR ARTIST SERVICES

THIS AGREEMENT is made and entered into as of the 12 day of November 2019, by and between the City of El Cerrito, a municipal corporation of the State of California ("City") and Risa Dye ("Artist") (each a "Party" and collectively, the "Parties").

RECITALS

The City has an Artist Residency Program at the El Cerrito Recycling+ Environmental Resource Center ("Recycling Center"), located at 7501 Schmidt Lane, El Cerrito CA, 94530. The El Cerrito Creative ReUse (ECCRU) Artist Residency Program is funded by the City’s Art in Public Places Program with and the intention to support local artists who work with recycled materials, and to encourage environmental stewardship—specifically resource conservation, recycling and upcycling—in the community through art that inspires people to think about sustainability and consumption.

The City shall provide the artist with access to certain donated materials at the Recycling Center, during regular operating hours of the Recycling Center yard. The City will provide a locked bin for storage and/or sorting located at the Recycling Center exclusively for the use by the artist. The City shall also provide support to host an exhibit and/or reception for the Artist at a mutually agreeable time and location.

A. Artist has the necessary professional skills and experience necessary to perform the services described in this Agreement;
B. Artist has a safe, appropriate off-site work space and the proper tools to create the artworks.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work.
   a. City retains Artist to perform, and Artist agrees to render, those services (the "Services") that are described in the attached Exhibit "A," which is incorporated by this reference, pursuant to this Agreement's terms and conditions.
   b. If applicable, Artist has designated those persons listed in Exhibit "A" to provide the Services to the City. Artist will not change or reassign those persons described in Exhibit "A" without prior written notice to City and will not replace those individuals with individuals to whom City has a reasonable objection.

   a. Artist acknowledges that in entering into this Agreement the City is relying on Artist’s special skills and experience to do and perform the Services in accordance with best standards of professional practice. While performing the Services, Artist will exercise the reasonable professional care and skill customarily exercised by reputable members of Artist’s profession practicing in the Northern California area. The acceptance of the Services by City does not
release Artist from these obligations.

b. Artworks created as part of the residency shall conform to the City's Art in Public Places Program's guidelines for public art including but not limited to Quality, Elements of Design, Context/Style and Nature, Originality, Conservation, Public Safety and Accessibility.

c. Artist agrees to follow all rules, guidelines and instructions from City staff regarding safe and proper conduct at the Recycling Center. On demand of City, if Artist (or any employee or subcontractor of Artist) fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the Services.

3. **Term.** Unless earlier terminated, the term of this Agreement will commence upon November 15, 2019 and will expire on July 31, 2020.

4. **Compensation.**

   a. The total fee payable for the Services to be performed during the term of this Agreement will be nine hundred dollars ($900), paid in three equal installments.

   b. The payments specified will be the only payments from City to Artist for services rendered pursuant to this Agreement. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement.

5. **Status of Artist.** Artist will perform the Services in Artist's own way and pursuant to this Agreement: as an independent contractor and in pursuit of Artist's independent calling, and not as an employee of the City. The persons used by Artist to provide the Services under this Agreement will not be considered employees of City for any purposes.

   a. The payment made to Artist pursuant to the Agreement will be the full and complete compensation to which Artist is entitled. City will not make any federal or state tax withholdings on behalf of Artist or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Artist or its employees or subcontractors. Artist agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Artist or any agent, employee, or subcontractor of Artist for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Artist.

   b. **Artist Not an Agent.** Except as City may specify in writing, Artist shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Artist shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
6. **Subcontracting.** Artist's services are unique and personal. Artist will not employ other artists or individuals, or subcontract any portion of the Services without prior written approval of City Manager or his/her designee.

   a. If Artist engages a subcontractor to perform at an event or to assist the artist with execution of the Services, Artist will be fully responsible to City for the acts, errors and omissions of Artist’s subcontractor and of the persons either directly or indirectly employed by the Subcontractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor and City. Artist will be responsible for payment of subcontractors. Artist will bind subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Artist’s work unless specifically noted to the contrary in the subcontract and approved in writing by City.

7. **Indemnification.** Artist will hold harmless, defend and indemnify City, its officers, agents, volunteers and employees from and against any and all claims, demands, costs or liability including attorney fees arising out of or in any way connected with the performance of this Agreement, caused in whole or in part by any act or omission of the Artist, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of the City.

8. **Insurance.** Artist will obtain and maintain, at its cost and expense, for the duration of the Agreement, automobile insurance coverage at levels that reach or exceed the minimum required by law. Artist will provide proof of such insurance to City before commencement of this Agreement and at any time the policy is updated or renewed. If Artist has no employees, Artist will complete a City worker’s compensation waiver form.

9. **Copyright**

   a. Artist shall retain all copyrights in and to any work(s) created for the City under this Agreement, provided that Artist hereby grant to City a perpetual, royalty-free, non-exclusive license to display any owned works and to reproduce images of any works created under this Agreement for any City purpose.

   b. City shall not be responsible for any third party infringement of Artist’s copyright.

   c. Artist agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the State of California and the United States. Artist hereby represents and warrants that the work does not, and Artist has not and will not, utilize any protected patent, trademark or copyright in performance under this Agreement unless and until Artist has obtained proper permission and all releases and other necessary documents.

   d. Artist agrees to release, indemnify, defend and save harmless City, its officers and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind resulting from the performance
under this Agreement which infringes upon any patent, trademark or copyright or other right protected by law.

10. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

**FOR LCV**
City of El Cerrito
Attn: Maya Williams
10890 San Pablo Ave.
El Cerrito, CA 94530
(510) 215-4318
mwilliams@ci.el-cerrito.ca.us

**FOR ARTIST**
Name: Risa Dye
Title: Artist in Residence

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

11. Conflicts of Interest. City will evaluate Artist's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Artist or any of Artist's employees, agents, or subcontractors. Should it be determined that disclosure is required, Artist or Artist's affected employees, agents, or subcontractors will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

a. Artist understands that its professional responsibility is solely to City. Artist warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest that would conflict with its performance of this Agreement. Artist further warrants that neither Artist, nor Artist's agents, employees, or subcontractors have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Artist will file with the City an affidavit disclosing this interest. Artist will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Artist discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Artist will promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

12. General Compliance with Laws. Artist will keep fully informed of federal, State, and local laws and ordinances and regulations which in any manner affect those employed by Artist, or in any way affect the performance of the Services by Artist. Artist will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and
regulations.

13. Discrimination and Harassment Prohibited. Artist will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

14. Termination. Either Party, upon tendering sixty (60) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Artist will assemble all completed work product without charge and deliver it to City. Artist will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

15. Dispute Resolution. Should any dispute arise out of this Agreement, either Party may request that it be submitted to mediation. The Parties will meet in mediation within thirty (30) days of a request. The cost of mediation will be borne equally by the Parties. Neither Party will be deemed the prevailing party. No Party will be permitted to file a legal action without first requesting mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, will last until agreement is reached by the Parties but not more than sixty (60) days unless the maximum time is extended by the parties.

16. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

17. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Artist without the prior written consent of City, which will not be unreasonably withheld.

18. Section Headings. Section headings as used in this Agreement are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.

19. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other
Party of any term, covenant, or condition of this Agreement or any applicable law.

20. **Entire Agreement.** This Agreement, together with any other written document referred to or contemplated by it, embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing executed by both Parties.

21. **Authority.** The individuals executing this Agreement and the instruments referenced in it on behalf of Artist each represent and warrant that they have the legal power, right and actual authority to bind Artist to the terms and conditions of this Agreement.

22. **Severability.** If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

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**ARTIST**

By: [Signature]

Risa Dye

Printed Name

**CITY**

By: [Signature]

Mava Williams

Printed Name

**ECCRU Artist in Residence**

Title

**Assistant to the City Manager**

Title
EXHIBIT A
SERVICES TO BE PROVIDED BY ARTIST ERIN MCCLUSKEY WHEELER

The El Cerrito Creative ReUse ("ECCRU") Artist Residency provides the artist with a stipend, access to materials at the Recycling Center for use in artistic projects, an on-site storage bin for materials, and support for an exhibition at the end of the residency. Artwork will be created in the artist's own workspace, which is not provided. The artworks created utilizing the provided recycled materials should strive to encourage environmental stewardship and inspire people to think about sustainability and consumption.

Duties and Requirements of the ECCRU Artist
During their term, the ECCRU Artist is expected to:

1. Create New, Original Artworks Using Materials Sourced from the Recycling Center
   1. Create artwork primarily using materials they find at the Recycling Center.
      i) Artist shall give reasonable access to the City staff or other person or group approved to document the creative process.
      ii) Artist should keep a record of all materials taken from the Recycling Center. City staff may assign a value to the materials collected by the artist, with the exception that Exchange Zone material collected within the daily limit for the public shall not be included in the valuation.
      iii) At the end of the residency, Artist must return unused items to the Recycling Center.

2. Conduct Two Workshops
   2. Conduct at least two workshops or other educational programs at the Recycling Center, or other City facility, or school in El Cerrito.

3. Make a Presentation to the Commission
   3. Halfway through the residency term, the Artist will give a presentation to the ACC demonstrating their progress and plan for the remainder of the residency.

4. Participate in an Exhibition
   4. At the end of the residency, the artwork will be shown at an exhibition, with the duration and location of the show depending on the availability of City space and the nature of the work. The ACC will determine work(s) to be exhibited, and the Artist will assist in installation of the exhibition.

5. Donate One Piece to the City
   5. Artist shall donate to the City one piece created during the ECCRU Residency. This piece shall become the property of the City.
      a. The City shall have all rights over exhibition, placement, and any other use of recycled and purchased artworks.
      b. In the event that the City determines that the artwork should be relocated, sold, or otherwise disposed of, the City will follow the decommission procedure in effect for the reclaimed artwork.
adopted Arts & Culture Master Plan. If the piece is to be sold, the City shall give the Artist first rights to purchase it back at a price to be determined at that time by the City.

Length of Term
The artist will be appointed to serve a nine-month term.

Local Employment or Residency Requirement
The artist must maintain residency or employment in either Contra Costa or Alameda County during the term.

Honorarium
The artist will receive a stipend of $900 for the nine-month term. The honorarium will be distributed in three payments of $300. The Artist is responsible to submit invoices in a manner and form acceptable by the City.
AGREEMENT FOR ARTIST SERVICES

THIS AGREEMENT is made and entered into as of the 1st day of September, 2018 by and between the City of El Cerrito, a municipal corporation of the State of California ("City") and Danielle Gabriel ("Artist") (each a "Party" and collectively, the "Parties").

RECITALS

A. The City wishes to have a poet laureate for the City to raise the status of poetry in the everyday consciousness of El Cerrito residents and inspire writing and performances of poetry among community members. The Poet Laureate Program is funded by the City's Art in Public Places Program with the intention to:

- Promote literature and the arts in the City
- Inspire/encourage residents in their writing and personal expression
- Bring attention to poetry in less traditional settings
- Initiate a dialogue between local poets, cultural organizations, and community institutions

B. Artist has the necessary professional skills and experience necessary to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work.
   a. City retains Artist to perform, and Artist agrees to render, those services (the "Services") that are described in the attached Exhibit "A," which is incorporated by this reference, pursuant to this Agreement's terms and conditions.
   b. If applicable, Artist has designated those persons listed in Exhibit "A" to provide the Services to the City. Artist will not change or reassign those persons described in Exhibit "A" without prior written notice to City and will not replace those individuals with individuals to whom City has a reasonable objection.

2. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and will expire on August 31, 2020.

3. Compensation.
   a. The total fee payable for the Services to be performed during the term of this Agreement will be two thousand four hundred dollars ($2,400), payable in four installments, AND up to two hundred dollars ($200) per event for reimbursable incidental expenses related to program events, AND, at the discretion of the Arts and Culture Commission, upon the Commission's approval, reimbursement of reasonable expenses for the Artist to attend one
Bay Area poetry conference or seminar related to the Artist’s professional
development.

b. The payments specified will be the only payments from City to Artist for
services rendered pursuant to this Agreement. No other compensation for the
Services will be allowed except for items covered by subsequent amendments
to this Agreement.

4. Status of Artist. Artist will perform the Services in Artist’s own way and pursuant to
this Agreement as an independent contractor and in pursuit of Artist’s independent
calling, and not as an employee of the City. The persons used by Artist to provide the
Services under this Agreement will not be considered employees of City for any
purposes.

a. The payment made to Artist pursuant to the Agreement will be the full and
complete compensation to which Artist is entitled. City will not make any federal
or state tax withholdings on behalf of Artist or its agents, employees or
subcontractors. City will not pay any workers’ compensation insurance,
retirement contributions or unemployment contributions on behalf of Artist or
its employees or subcontractors. Artist agrees to indemnify and pay City within
thirty (30) days for any tax, retirement contribution, social security, overtime
payment, unemployment payment or workers’ compensation payment which
City may be required to make on behalf of Artist or any agent, employee, or
contractor of Artist for work done under this Agreement. At the City’s election,
City may deduct the amounts paid pursuant to this Section, from any balance
owing to Artist.

b. Artist Not an Agent. Except as City may specify in writing, Artist shall have no
authority, express or implied, to act on behalf of City in any capacity whatsoever
as an agent. Artist shall have no authority, express or implied, pursuant to this
Agreement to bind City to any obligation whatsoever.

5. Subcontracting. Artist’s services are unique and personal. Artist will not employ
other artists or individuals or subcontract any portion of the Services without prior
written approval of City Manager or his/her designee.

a. If Artist engages a subcontractor to perform at an event or to assist the artist
with execution of the Services, Artist will be fully responsible to City for the acts,
errors and omissions of Artist’s subcontractor and of the persons either directly
or indirectly employed by the Subcontractor. Nothing contained in this
Agreement will create any contractual relationship between any subcontractor
and City. Artist will be responsible for payment of subcontractors. Artist will bind
subcontractor and every subcontractor of a subcontractor by the terms of this
Agreement applicable to Artist’s work unless specifically noted to the contrary in
the subcontract and approved in writing by City.

6. Indemnification. Artist will hold harmless, defend and indemnify City, its officers,
agents, volunteers and employees from and against any and all claims, demands,
costs or liability including attorney fees arising out of or in any way connected with
the performance of this Agreement, caused in whole or in part by any act or omission
of the Artist, any of its subcontractors, anyone directly or indirectly employed by any
of them or anyone for whose acts any of them may be liable, except to the extent
caused by the active negligence, sole negligence, or willful misconduct of the City.

7. **Insurance.** Artist will obtain and maintain, at its cost and expense, for the duration
of the Agreement, automobile insurance coverage at levels that reach or exceed the
minimum required by law. Artist will provide proof of such insurance to City before
commencement of this Agreement and at any time the policy is updated or renewed.
If Artist has no employees, Artist will complete a City worker's compensation waiver
form.

8. **Ownership Rights.**
   a. **Copyrights.**
      i. Artist shall retain all copyrights in and to any work(s) created for the
         City under this Agreement, provided that Artist hereby grants to City a
         perpetual, royalty-free, non-exclusive license to reproduce or perform
         any works created under this Agreement for any City purpose.
      ii. City shall not be responsible for any third-party infringement of
          Artist’s copyright.
      iii. Artist agrees that all work performed under this Agreement shall
          comply with all applicable patent, trademark and copyright laws, rules,
          regulations and codes of the State of California and the United States.
          Artist hereby represents and warrants that the work does not, and
          Artist has not and will not, utilize any protected patent, trademark or
          copyright in performance under this Agreement unless and until Artist
          has obtained proper permission and all releases and other necessary
          documents.
      iv. Artist agrees to release, indemnify, defend and save harmless City, its
          officers and employees from any and all claims, damages, suits, costs,
          expenses, liabilities, actions or proceedings of any kind resulting from
          the performance under this Agreement which infringes upon any
          patent, trademark or copyright or other right protected by law.
9. **Notices.** Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

**For City**  
City of El Cerrito  
Attn: Maya Williams  
10890 San Pablo Ave., El Cerrito, 94530  
(510) 215-4318  
mwilliams@ci.el-cerrito.ca.us

**For Artist**  
Name: Danielle (Dani) Gabriel  
Title: Poet Laureate

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

10. **Termination.** Either Party, upon tendering sixty (60) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Artist will assemble all completed work product without charge and deliver it to City. Artist will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

11. **Dispute Resolution.** Should any dispute arise out of this Agreement, either Party may request that it be submitted to mediation. The Parties will meet in mediation within thirty (30) days of a request. The cost of mediation will be borne equally by the Parties. Neither Party will be deemed the prevailing party. No Party will be permitted to file a legal action without first requesting mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator will last until agreement is reached by the Parties but not more than sixty (60) days, unless the maximum time is extended by the parties.

12. **Jurisdiction, Venue and Governing Law.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.
13. **Successors and Assigns.** It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Artist without the prior written consent of City, which will not be unreasonably withheld.

14. **Section Headings.** Section headings as used in this Agreement are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.

15. **Waivers.** The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

16. **Entire Agreement.** This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing executed by both Parties.

17. **Authority.** The individuals executing this Agreement and the instruments referenced in it on behalf of Artist each represent and warrant that they have the legal power, right and actual authority to bind Artist to the terms and conditions of this Agreement.
18. **Severability.** If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

**ARTIST**  
By: 
[Signature]  
Printed Name: Danielle Gabriel  
Poet Laureate  
Title: 

**CITY**  
By: 
[Signature]  
Printed Name: Maya Williams  
Assistant to the City Manager  
Title:
EXHIBIT A

SERVICES TO BE PROVIDED BY ARTIST DANIELLE GABRIEL

The poet laureate will encourage the poetic energy of the El Cerrito community by creating and leading activities that inspire writing and performances of poetry among all age groups while initiating a dialogue between local poets, cultural organizations, and community institutions. In an effort to promote literature and the arts in the City, the laureate will bring attention to poetry in less traditional settings and encourage residents in their writing and personal expression.

Duties and Requirements of the Poet Laureate
The laureate is expected to provide a minimum of two readings and three community events each year but is free to do more. The laureate will develop and lead their own activities. The Arts and Culture Commission and its staff liaison will provide logistical support for organizing and publicizing the events as well as assist the laureate to work with business owners and other agencies if use of non-City venues are planned.

- **Two Public Readings Each Year:** The laureate will give a public reading of their new work during each year of their tenure. The laureate will also present a poem during each year of their tenure at a City event, such as the annual Earth Day, Martin Luther King Day, or October Arts Day celebrations.

- **Three Community Events Each Year:** The laureate will provide opportunities for community members to write and/or share their own poems.

Length of Term
The laureate will be appointed to serve a two-year (24 month) term.

Residency
The poet laureate must maintain their residency in the City of El Cerrito, CA, during the term.

Honorarium
The laureate will receive a stipend of $2,400 for the two-year term. The honorarium will be distributed semi-annually in four payments of $600. The Artist is responsible to submit quarterly invoices in a manner and form acceptable by the City.

Creative/Professional Development (optional):
At the discretion of the Arts and Culture Commission, the Commission may choose to cover expenses for the poet laureate to attend one Bay Area poetry conference or seminar of his or her choice related to the Artist’s professional development during the term.