



ARTS COMMITTEE

Virtual Meeting
Albany, CA 94706
Monday, September 13, 2021

AGENDA

Monday, September 13, 2021 - 7 PM

COVID-19 NOTICE – PUBLIC MEETING GUIDELINES

Consistent with Executive Orders No. N-29-20 from the Executive Department of the State of California and the Alameda County Health Officer's Shelter in Place Order effective March 17, 2020, City Hall will not be open to the public and the Arts Committee members will be participating in meeting via phone/video conferencing. The public is invited to watch and submit comments via the methods below:

How to watch the meeting from home:

1. Meetings are streamed live and recorded on [YouTube](https://www.YouTube.com/AlbanyKALB) (www.YouTube.com/AlbanyKALB)
2. To listen to the meeting by phone, please call at the noticed meeting time 1 (669) 900-9128, then enter **Webinar ID: 946 6156 6297**, follow by "#". When asked for a participant id or code, press "#". Instructions on how to join a meeting by phone are available at <https://support.zoom.us/hc/en-us/articles/201362663>
3. To observe the meeting by video conference, please go to <https://zoom.us/j/94661566297> at the noticed meeting time. Instructions on how to join a by video conference are located at <https://support.zoom.us/hc/en-us/articles/201362193%20>.
4. Recorded meetings will be available for viewing/listening on City Website or YouTube within 48 hours after the meeting. <https://www.albanyca.org/meetings> or <https://www.youtube.com/albanykalb>

How to submit Public Comment:

1. Members of the public may submit comments in writing by emailing the Arts Committee at AC@albanyca.org with the Agenda item number clearly identified in the subject line of the email or by mail to City of Albany – Arts Committee Meeting Comments, 1000 San Pablo Avenue, Albany, CA 94706. All written comments received by 5 PM on the day of the meeting will be provided to the Committee and posted on the website. Other written comments received after 5 PM that addresses an item on the agenda will still be provided to the Committee and be included as part of the meeting record.
2. To comment by video conference, click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the Agenda item. You will then be unmuted when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will then be re-muted. Instructions of how to "Raise Your Hand" is available at <https://support.zoom.us/hc/en-us/articles/205566129%0D-Raise-Hand-In-Webinar>
To comment by phone, you will be prompted to "Raise Your Hand" by pressing "*9" to request to speak when public comment is being taken on the Agenda item. You will then be unmuted when it is your turn to make your comment for up to 3 minutes. You will be re-muted after the allotted time.



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1. CALL TO ORDER / ROLL CALL

2. APPROVAL OF MINUTES: July 12, 2021, Draft Minutes

3. PUBLIC COMMENT

For persons desiring to address the Advisory Body on an item that is not on the agenda please note that each speaker is limited up to three (3) minutes. The Brown Act limits the Committee's ability to take and/or discuss items that are not on the agenda; therefore, such items are normally referred to staff for comment or to a future agenda.

4. ANNOUNCEMENTS

Staff and Committee member announcements, reports and updates of status of previous agenda items.

5. PRESENTATIONS

6. DISCUSSION & POSSIBLE ACTION ON MATTERS RELATED TO THE FOLLOWING ITEMS:

6-1. Poet Laureate – Member Goodman will update the committee on the Poet Laureate program.

Attachments: Blank contract, Call for Submissions, and original Poet Laureate proposal.

6-2. Fall into Haiku – Member Goodman will update the committee on the Fall into Haiku program.

6-3. Community Center Art Gallery – Member Black will update the committee on the Albany Community Center Art Gallery.

Attachment: 2020 Albany Community Center Foyer Gallery Application

6-4. Community Projects 'Debunking Stereotypes Through Muralism'– Staff will update the committee on the 'Debunking Stereotypes Through Muralism' Community Project.

7. FUTURE AGENDA ITEMS

Committee members announce requests for future agenda items.



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8. **NEXT MEETING:** Monday, October 11, 2021 at 7 pm, virtual meeting pursuant to state and county COVID-19 guidance.
9. **ADJOURNMENT**

NOTICE

As a general policy, the Commission/Committee/Board will not begin discussion or consideration of an agenda item after 10:00 pm.

Agendas are posted for public inspection in advance of meetings at the City Hall, the Albany Community Center, and the Albany Senior Center. Agendas and supporting documents can also be found online at: www.albanyca.org. Supporting documents and any public comments received prior to 12 noon of the meeting date will be made available for public inspection online or via email request. If you have any questions pertaining to any agenda item or meeting procedure, please contact the City Clerk's Office at 1 + (510) 528-5710 or cityclerk@albanyca.org.

Council, Commission and Committee meetings are broadcast live on KALB and streamed live on the City website and YouTube. Archives of past City meetings are available on the City website and YouTube. Please note that if you provide your name and address when speaking before the Commission it will become part of the official public record, which will be posted on the Internet and broadcast on KALB.

In compliance with the Americans with Disabilities Act (ADA), and State Law, if you need special assistance to participate in this meeting, please contact the City Administration Office 1 + (510) 528-5710. Notification 48 hours prior to the meeting where possible will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102.104 ADA Title II)". Upon request, we will provide written agenda materials in appropriate alternate formats, of disability related modification or accommodation, including auxiliary aids or services to enable individuals with disabilities to participate in public meetings. Please deliver a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least two (2) days before the meeting where possible. Request should be sent to: cityclerk@albanyca.org or City Clerk, 1000 San Pablo Avenue, Albany, CA 94706.

The City of Albany is dedicated to maintaining its small town ambience, responding to the needs of a diverse community, and providing a safe, healthy and sustainable environment.



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MINUTES VIRTUAL MEETING

Monday, July 12, 2021 - 7 PM

1. **CALL TO ORDER / ROLL CALL – 7 pm**
Committee Members present: Abrams, Bergman, Gach, Goodman
Commissioners absent: Black, Samonsky
Staff present: Liam Kelly, Keenan McCarron
2. **APPROVAL OF MINUTES: June 14, 2021 Meeting**

Motion to approve the minutes of the June 14, 2021 meeting as presented was made by Member Black and seconded by Member Samonsky.

Ayes: Members Abrams, Bergman, Gach, Goodman
Noes: None
Abstain: None
Absent: None

Motion carried.
3. **PUBLIC COMMENT**
For persons desiring to address the Commission/Committee/Board on an item that is not on the agenda please note that each speaker is limited up to three (3) minutes. The Brown Act limits the Committee's ability to take and/or discuss items that are not on the agenda; therefore, such items are normally referred to staff for comment or to a future agenda.
4. **ANNOUNCEMENTS**
Staff and Committee member announcements, reports and updates of status of previous agenda items.
5. **PRESENTATIONS**
6. **DISCUSSION & POSSIBLE ACTION ON MATTERS RELATED TO THE FOLLOWING ITEMS:**
 - 6-1. **Spring into Haiku** - Member Goodman provided an update on the Spring into Haiku program.



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- 6-2. Community Projects Update** – Staff updated the committee on the status of the Community Projects mural “Debunking Stereotypes Through Muralism”. The committee discussed potential next steps and review an updated timeline.

Motion: A motion was made by Chair Gach and seconded by Member Abrams requesting staff continue to communicate with the current artist before the September Albany Arts Committee Meeting. If staff cannot communicate with the current artists of the “Debunking Stereotypes Through Muralism” Community Project Staff will update the past RFP for approval by the Albany Arts Committee and Albany City Council.

Ayes: Members Abrams, Bregman, Goodman, Gach
Noes: None
Abstain: None
Motion carried.

- 6-3. Review of Updated Work Plan 2021-2023 Draft** – Committee reviewed the updated draft of the Arts Committee Work Plan 2021-2023.

7. FUTURE AGENDA ITEMS

Spring into Haiku, Albany Creative Justice Art Project, Sculpture Loan, Community Projects

- 8. NEXT MEETING:** Monday, September 13, 2021, at 7 pm, virtual meeting pursuant to state and county COVID-19 guidance.
- 9. ADJOURNMENT:** 8:10 pm

NOTICE

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PROPOSAL

A Poet Laureate for the City of Albany

The Albany Arts Committee proposes that the City of Albany establish a Poet Laureate program.

Role of the Poet Laureate in the Community

Appointing a poet laureate publicly demonstrates a city's commitment to education, literacy, poetry, and culture. The position of poet laureate has two main functions:

1. **LITERARY:** To increase awareness and appreciation of poetry; to draw attention to a city's support of education, literacy, and the arts in general; to honor the literary accomplishments of noted citizens and to acknowledge the many writers and poets who live in our community.
2. **OCCASIONAL:** To celebrate and to publicly observe events that are important in the life of a city and its residents.

Background

The position of "poet laureate" developed in medieval Britain from the practice of having an official chronicler among the king's retinue. As the function evolved, the honorary title of Poet Laureate came to be bestowed upon a poet whose role it was to write verses to commemorate important royal and public occasions. In England the title was first officially given to John Dryden and was subsequently held by the likes of Shadwell, Wordsworth, Tennyson and, in recent times, John Masefield and Ted Hughes.

The equivalent position in the United States was established in 1937 as "consultant in poetry to the Library of Congress" whose function includes "serv[ing] as the nation's official lightning rod for the poetic impulse of Americans." In 1985 the position was formally established as "poet laureate." The U.S. poet laureate is appointed annually by the Librarian of Congress and receives a stipend of \$35,000 per year. Most U.S. poets laureate serve for two years. Berkeley poet Robert Hass was US poet laureate in 1995–97.

The State of California was the first state to have a designated poet laureate, although the position was not officially established until 2001. The current California Poet Laureate is Al Young (b. 1939) of Palo Alto; he receives an honorarium of \$10,000 for a two-year term. Some 40 states now have official poets laureate.

Many cities in the United States have designated their own poet laureate. Among them are Duluth, Washington, D.C., Denver, and Portsmouth (NH). Some 50 cities in California have laureates, including Brentwood, Pleasanton, San Francisco, and Santa Barbara. There are 6 Canadian cities with laureates. Duties, activities, and compensation vary, although most laureates receive some form of honorarium.

Program Guidelines

The Albany Arts Committee proposes that the City of Albany establish a position of Poet Laureate (PL) under the following guidelines:

1. The PL will be appointed by the City Council after considering the recommendations of the Albany Arts Committee.
2. The administration of the PL Program will be overseen by a subcommittee of the Albany Arts Committee.
3. The term of the PL will be two years and may be renewed for one term at the option of the City Council.
4. The PL will receive an honorarium of \$750 per year (paid in stages; see contract for details).
5. The PL will enter into a contract or letter of agreement with the City covering obligations, term, remuneration, copyright issues, and other conditions of his/her appointment.
6. Duties of the PL.
 - a. The PL will write and publicly present to the City at least 4 new poems each year for public occasions (example: First Day of Spring, Memorial Day Services, July 4th, Thanksgiving) as determined by the PL Subcommittee.
 - b. The PL will hold a poetry workshop at a lower-level school (middle or elementary) in year 1 of the term and at the high school in year 2 of the term.
 - c. The PL will once a year offer a public reading of his/her work and that of other poets at the library or other designated venue.
 - d. The PL will participate in other activities that promote poetry throughout the community.
 - e. The Council may revise the specified duties of the PL to accommodate special occasions or needs.
 - f. The PL will help in the planning of events during his/her term so that these events make the best use of the poet's talents and interests.
 - g. At the end of the term, the PL will provide the City with a brief written report on his/her experience of the program and how it might be changed or improved, for the benefit of subsequent PLs.

Funding

We recommend that the PL receive an honorarium of \$750 per year. The Albany Community Foundation has budgeted \$500 and the Friends of the Albany Library have budgeted \$250 for the PL Program. These are very generous contributions, but neither organization guarantees that it can afford to make these funds available every year.

- a. We propose that the PL program solicit additional contributions from individuals and organizations, including arts grants from national nonprofit associations.
- b. We would like to receive additional operational funds from the city in the amount of \$500 per year,

- c. We propose a fund-raising campaign over a period of 7 to 10 years in order to establish an endowment for the PL program. Modestly invested, a \$30,000 endowment could generate between \$1,200 and \$1,800 per year. The endowment funds can slightly increase each year so as to make the PL program ultimately self-financing.
- d. Other possibilities for generating income for the PL program are sales of books, cards, calendars, and other items related to poetry, art, and writing.
- e. Funding and the endowment campaigns would be administered by the PL Subcommittee, with annual reports to the Arts Committee and the City as required.

Selection

1. The PL Subcommittee will publish a Call for Entries to attract candidates. The Call will be placed in local print media, as well as circulated to local poetry websites, schools, and blogs approximately 6 months before the expiration of the previous PL's term. ***Our goal is to have the first PL chosen by February 1, 2008.***
2. Each applicant must meet the following qualifications:
 - a. Must have lived or worked in Albany for at least 12 months prior to the application deadline date
 - b. Must have a proven record of publication of at least 5 years and of at least 6 poems in paid-circulation magazines or in at least 1 book of 48 pages or more
 - c. Must have a record of active contribution as a poet, as acknowledged by one's peers and by community involvement in the form of teaching, judging, or performance
3. Applicants will receive or download a submission form and send the following materials to the Subcommittee:
 - a. Evidence that he/she meets the above qualifications
 - b. Resume
 - c. Two personal or professional references
 - d. 10–15 pages of selections from their work
 - e. A personal statement not to exceed 500 words of why the applicant is interested in the position and what activities and goals they want to pursue during their appointment
 - f. [optional] a film (mpg) or recording (mp3) on a CD
4. Finalists will be asked to submit to an interview before the Selection Committee.
5. Additional criteria for selection, assuming the minimum qualifications have been met, will be the candidate's ability and willingness to fulfill the obligations of the PL position, particularly the ability of the candidate to produce material whose content and quality make it suitable for public performance. The Selection Committee may also consider the poet's skill in public readings, whether the poet's body of published work has local resonance in theme or content, and other factors that may help predict the quality and appropriateness of the candidate's performance.
6. The Selection Committee will communicate its recommendation to the PL Subcommittee, which in turn will report to the Arts Committee. The Arts Committee will make the final recommendation to the Council, which shall make the official appointment on behalf of the City.

Selection Committee

The Poet Laureate Selection Committee will be administered by the PL Subcommittee.

1. The Selection Committee will communicate its recommendation to the PL Subcommittee, which in turn will report to the Arts Committee.
2. The Selection Committee will have 5 members:
 - a. 1 person from the Albany Arts Committee
 - b. 1 person appointed by the Friends of the Albany Library
 - c. 1 teacher from either the Middle School or the High School
 - d. 2 citizens of Albany who have demonstrated a commitment to poetry and its creation or publication (at least 1 of the citizen members will be an active, practicing poet).
3. The Albany Arts Committee will organize the Selection Committee, recruit its membership (except for the 1 member selected by the Friends), and oversee its progress. The Selection Committee will meet as needed (once every two years) and will have no ongoing role in the administration of the PL program. Its members will receive no compensation for their service.
4. The Selection Committee will appoint its own Chair.

Contract and Copyright

1. The PL will sign a contract with the City. (The City of Santa Fe (NM) requires its PLs to sign a Personal Services Agreement, which is largely boilerplate but addresses the larger legal and liability issues that the City of Albany is likely concerned with as well.)
2. We suggest that the Arts Committee draw up a simple contract that addresses the needs of the PL program, and then turn that draft over to the City for review and amendment by city staff and attorneys.
3. Common practice in PL programs is for the PL to retain copyright of all work produced during his/her term. We want to include additional provisions that allow the City without restriction to display and reprint works produced for the PL program, and also to ask for and receive permission from the poet or his/her assigned rightsholders to publish the work in fundraising programs designed to support the PL program. *See the Draft Contract for the proposed language regarding copyright and usage.*

Content Issues

Among the items to address in the contract is the content of the works produced by the PL during his/her appointment. No one wishes to censor or restrict literary expression. But works intended for the public and that are sponsored by the City must meet certain public standards. One important role of the PL Subcommittee is to nominate candidates who accept this responsibility. *See the Draft Contract and the notice on the Draft Application for language on this point.* To briefly summarize:

1. PL can write in whatever form he/she chooses (the expectation is that no submission is shorter than 10 lines).
2. Council or the PL Subcommittee may choose to specify a theme or occasion, which PL will incorporate into the work.

3. Council reserves the right to refuse any submission on grounds of language, subject matter, taste, quality, appropriateness to the occasion, or danger of legal exposure (this power to be used judiciously).

Duties of the Poet Laureate Subcommittee

1. Draft language for the PL contract.
2. Prepare application and submission forms for candidates
3. Announce the Call for Entries and receive submissions
4. Organize and administer the Selection Committee
5. Work with the Arts Committee, the City, the Library, the schools, and the PL to design a yearly schedule of events and activities for the PL.
6. Provide support to events and activities throughout the year.
7. Fund-raising and financial reporting
8. Serve as a liaison between the PL and city staff and departments
9. Develop projects, programs, publications, and online presentations of present and past works of Albany PLs, both for archival and fundraising purposes

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Next Steps

1. Form PL Subcommittee with Arts Committee
2. Contact city staff to review the proposal and determine when to make a formal presentation before the Council
3. Create a submission form
4. Develop list of media, schools, blogs etc. where the Call for Entries will be posted
5. Develop a timetable for launch, publicity, and initial PL activities

submitted by PG

New Poet Guidelines Proposal:

What is a Poet Laureate?

The honorary position of Poet Laureate is given to a local writer who is currently active producing, sharing and promoting poetry in our community. The Poet Laureate represents the City of Albany and our commitment to the poetic arts.

What does the Poet Laureate do?

The Poet Laureate writes poems throughout each year and participates in community events, education, and readings. Each term as Albany Poet Laureate you will be expected to:

1. Publicly present to the City at least 3 new poems per year for public occasions of your choice (such as Arbor Day, Memorial Day Services, July 4th, and Dinner with Albany).
2. Hold at least one free public youth poetry event per year, which may include workshops during or after school, poetry slams, or readings.
3. Offer a public reading of your work and (if you so desire), that of other poets. This may be at the Albany Library or another designated venue.

Length of Appointment: The appointment of Poet Laureate is for 2 years, with an option for renewal.

Payment: The position of the City of Albany Poet Laureate is entirely honorary. You receive no payment.

Qualifications

You must:

- live and/or work in Albany currently, and for at least 6 months prior to the application deadline (“work” means that you work in Albany at

least 20 hours a week)

- have presented poems publicly for at least 5 years, preferably but not exclusively published poems in circulation magazines and/or books. Online publications, public performances and readings may also be considered.
- have a record of active contribution as a poet, as acknowledged by your peers and by community involvement in the form of teaching, judging, or performance

To apply

Submit 1 digital (via CD or email) and 5 hard-copy sets of the following materials:

- evidence that you meet the above qualifications (photocopies of published works, statement of residence or employment, news clips, web printouts, etc.)
- your resume and contact information
- 2 personal or professional references (maximum 300 words each)
- no more than 20 pages of selections from your work, published or unpublished
- a personal statement not to exceed 500 words about why you are interested in the position and what activities and goals you want to pursue during your appointment
- [optional] a video, recording, or youtube or other link of you reciting your work

Deliver your submission to:

Albany Poet Laureate Program
c/o Albany Arts Committee
1249 Marin Avenue
Albany, CA 94706

Email digital files and links to:

albanyartcalendar@gmail.com

Current Guidelines:

Submission deadline: Now accepting applications!

What is a Poet Laureate?

The honorary position of Poet Laureate is given to a writer who uses poetry to express and celebrate a spirit of community throughout the year and to foster a love of poetry and literature among citizens young and old. Published poets who live or work in Albany are eligible to apply.

What does the Poet Laureate do?

The Poet Laureate writes poems throughout the year and participates in community events, education, and readings. Each year as Albany Poet Laureate you will:

1. Publicly present to the City at least 4 new poems for public occasions (example: Arbor Day Memorial Day Services, July 4th, Dinner with Albany)
2. Hold at least one free public youth poetry event, which may include workshops during or after school, and youth poetry slams or readings.
3. Offer a public reading of your work and that of other poets at the library or other designated venue.
4. Participate in other activities that promote poetry throughout the community.

Length of Appointment: The appointment of Poet Laureate is for 1 year with an option for renewal, beginning in Fall 2013.

Payment: The position of the City of Albany Poet Laureate is entirely honorary. You receive no payment.

Qualifications

You must:

- have lived or worked in Albany for at least 6 months prior to the

application deadline date (“work” means that you work in Albany at least 20 hours a week)

- have presented poems publicly for at least 5 years, preferably published poems in circulation magazines and/or books. Online publications, public performances and readings may also be considered.
- have a record of active contribution as a poet, as acknowledged by your peers and by community involvement in the form of teaching, judging, or performance

To apply

Submit 1 digital (via CD or email) and 5 hard-copy sets of the following materials:

- evidence that you meet the above qualifications (photocopies of published works, statement of residence or employment, news clips, web printouts, etc.)
- your resume and contact information
- 2 personal or professional references (maximum 300 words each)
- no more than 20 pages of selections from your work, published or unpublished
- a personal statement not to exceed 500 words about why you are interested in the position and what activities and goals you want to pursue during your appointment
- [optional] a video, recording, or youtube or other link of you reciting your work

Deliver your submission before Sunday, July 7, 2013 to:

Albany Poet Laureate Program
c/o Albany Arts Committee
1249 Marin Avenue
Albany, CA 94706
Email digital files and links to:
albanyartcalendar@gmail.com

City of Albany Recreation & Community Services

Agreement for Services

This Agreement is made and entered into this _____ by and between the City of Albany, a municipal corporation in Alameda County, California, hereinafter referred to as “City”, and _____ whose address is _____ and telephone number is _____, hereinafter referred to as “Poet”.

WITNESSETH:

WHEREAS, the City has established a Poet Laureate program through the Recreation and Community Services Department of the City of Albany;

WHEREAS, the Poet represents himself/herself as qualified to serve as Poet Laureate in conjunction with programs that are sponsored through the City of Albany; and

WHEREAS, the City and Poet wish to enter into an agreement that will make programs available to the citizens of Albany and the general public.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and conditions contained herein, the City and Poet agree as follows:

1. DUTIES

Poet will provide the following services to City:

- a. Publicly present to the City at least 3 new poems per year for public occasions of Poet’s choice (such as Arbor Day, Memorial Day Services, July 4th).
- b. Hold at least one free public youth poetry event per year, which may include workshops during or after school, poetry slams, or readings.
- c. Offer a public reading of your work and (if you so desire), that of other poets. This may be at the Albany Library or another designated venue.
- d. Poet will participate in other activities that promote poetry throughout the community.
- e. Within 30 days of the termination of this Agreement, Poet will provide City with a Written Report of not less than 500 words on his/her experience of the Poet Laureate program and how it might be changed or improved, for the benefit of subsequent Poets Laureate.
- f. Poet will participate in the planning of events during his/her term so that these events make the best use of his/her talents and interests.

All activities related to the duties of Poet shall be at the direction of the Albany Arts Committee, which may revise the specified duties of Poet without notice and for any reason.

2. TERM

The term of this Agreement shall be two years, with an option for renewal, beginning on the date of execution of this Agreement and terminating on _____, subject, however, to early termination pursuant to Paragraph 8.

3. COMPENSATION

The Poet Laureate program is an honorary position. The City may at its discretion compensate the Poet with donations to the Poet Laureate program received by the City. Determination of whether the Poet will be compensated will be made by the City at the beginning of each year of the Poet's tenure. *See Exhibit A - Compensation.*

4. CONTENT

1. Each poem submitted will be in written form in the English language and will be at least 10 words in length.
2. Poet will not submit work that has been previously published.
3. Poet will create works suitable for public display and performance. The City Council and the Albany Arts Committee reserve the right to refuse any submission on grounds of language, subject matter, taste, quality, and appropriateness to the occasion, or, in the opinion of legal counsel, risk of legal exposure. Poet shall always be consulted and given the opportunity to respond before any decision to refuse a submission is made.

5. WARRANTY

Poet warrants that Poet is qualified by workplace or residence to serve as Poet Laureate and that all work created under the terms of this Agreement will be Poet's own original work and will not violate any copyright or publication agreement or be libelous, obscene, or offensive.

6. STANDARD OF PERFORMANCE.

Poet has represented and agreed to perform his/her services in a standard of care and skill ordinarily exercised by members of his/her profession or field of interest under similar circumstances. It is understood and agreed that Poet has the professional skills, experience, and knowledge necessary to perform the duties agreed to be performed under this Agreement, that City relies upon the representation of Poet to do and perform Poet's work in a skillful and professional manner, and Poet has agreed to so perform the work.

Poet, in undertaking the responsibilities contemplated hereunder, shall abide by all laws, city ordinances, general rules, and regulations related to the activities contemplated hereby, as well as all policies and procedures applicable to the programs offered through City.

7. COPYRIGHT AND REPRODUCTION RIGHTS

1. Poet will retain copyright to all works produced for the Poet Laureate program ("Poet's Work"), subject to authority granted herein.
2. During the term of this Agreement, City has the nonexclusive right to reproduce Poet's Work online and in electronic form; to have it printed in newspapers, periodicals, anthologies, books, and other media; and to publicly display it on posters and other visual media within City limits.

3. After expiration of this Agreement, City may without exclusion display, publish, distribute, and archive Poet's Work online and in printed materials and other visual media produced by City and not for sale or commercial distribution.
4. During and after expiration of the term of Poet, City may use or anthologize Poet's Work for fundraising purposes to benefit the Poet Laureate program, provided that Poet is notified of such usage.
5. In no case may City grant usage rights of Poet's Work to third parties, except as stipulated above, without the written permission of Poet or the current rightsholder.

8. TERMINATION

City shall have a right, upon 30 days' notice, to terminate this Agreement or suspend work for any reason before the end of the program upon notice to Poet. Poet agrees to cease all work under this Agreement upon receipt of said notice. Such reasons for termination by City include, but are not limited to:

- a. Failure of the Poet to perform as promised in the manner represented.
- b. Submission by the Poet of any work that is not original.
- c. Refusal of the poet to withdraw and submit a replacement for any work finally judged unacceptable according to paragraph 3 in "Content," above.
- d. Failure by Poet to abide by policies and procedures, or other rules, laws, or regulations.
- e. Poet's failure to maintain a residence or place of work within the City.
- f. Determination by City that it wishes to terminate this contract.

9. SUPPLIES AND SERVICES

Poet shall provide his/her own personal tools, supplies, and equipment at his/her own cost, and shall coordinate all media activities with the Albany Recreation and Community Services Department.

10. STATUS

Poet, in the performance of the obligations set forth in this Agreement, is an independent contractor and shall not be considered to be an employee of City for any purpose. Further, no partnership is intended or exists in regard to this Agreement. All persons working for or under the direction of Poet are Poet's agents, servants, and employees and are not agents, servants, or employees of City.

City will not obtain unemployment insurance for Poet, and Poet understands and agrees City is not responsible for any liability coverage for Poet.

Poet is responsible for reporting and paying all taxes and insurance on monies received as a result of this Agreement.

11. INDEMNITY

Poet, in the performance of his/her services under this Agreement, shall indemnify, defend, and hold harmless City, its directors, officers, employees, or agents from any claim, loss, injury, damage, and expense or liability that may arise or result from Poet's performance under this Agreement, or from any acts or omissions by any persons employed by or who are agents of Poet, except for any loss, injury, or damage caused by the sole negligence or willful misconduct of personnel of employed City.

Compliance with Applicable Laws. Poet understands and agrees to maintain a drug-free workplace. Further, no discrimination shall be made by Poet in the employment of persons that may work under this Agreement because of race, color, national origin, ancestry, sex, sexual preference, physical condition, or religion of such person. Poet represents and attests that he/she has never been convicted of a crime, including military offenses, other than minor traffic offenses, which result in a conviction and/or imprisonment. (This information does not necessary disqualify Poet from consideration. Details must be provided on a separate sheet of paper.) Further, Poet agrees to cooperate with City and to provide fingerprints to City so City can screen Poet for his/her criminal background by requesting from the Department of Justice records of all convictions and arrests pending adjudication involving those specified offenses.

12. CLAIMS FOR BREACH OF AGREEMENT

If Poet claims City is in violation of the Agreement, Poet understands and agrees to be obligated to file a claim with City in compliance with City’s claims statutes. Further, should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within thirty days of a request. A mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name for mediators by either the American Arbitration Association, the California State Board of Mediation and Facilitation, or other agreed upon service.

The cost of mediation shall be born equally by the parties. Neither party shall be deemed the prevailing party and no party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a mediator, shall last until an agreement is reach by the parties, but not more than sixty days, unless the maximum time is extended by the parties.

Poet shall testify, at City’s request if litigation if brought against City by a third party in connection with Poet’s services under this Agreement; City shall not be obligated to compensate Poet for preparation of testimony and travel to and from any depositions or court appearances.

13. ASSIGNMENT

Poet shall not assign this Agreement, or any part thereof, or any right of the Agreement hereunder.

14. NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

City	City of Albany Recreation and Community Services 1000 San Pablo Avenue Albany, CA 94706
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Poet

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and modification hereof shall not be effective unless and until modification is evidenced by a written amendment signed by both parties to the Agreement.

16. WAIVER

In the event that either City or Poet shall at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition, or obligation.

IN WITNESS WHEREOF, City and Poet have executed this Agreement as of the date first above written.

CITY OF ALBANY:

POET:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

City of Albany Recreation & Community Services

Exhibit A: Compensation

Compensation for the Poet Laureate is contingent on outside funds being secured by local organizations that include but are not limited to the Albany Community Foundation and Friends of Albany Library.

Funds in the amount of \$750, have been donated by the Albany Community Foundation for the 2017 calendar year.



Dear Artist:

Thank you for your interest in the Albany Community Center Foyer Art Gallery located at 1249 Marin Avenue in Albany, California. The Gallery program is supported by the City of Albany and managed by the Albany Arts Committee. Four solo shows are organized per year and each one runs for three months. Please note the committee does not hold group shows and this application is open to artists residing in the Bay Area.

The Albany Arts Committee is in charge of the review and selection process of all applications. The review process takes place at the Arts Committee's September meeting each year.

Once the selection process has been completed by the full Committee, the Arts Committee Gallery Manager will follow up with selected artists and schedule a studio visit, discuss the exhibit program, schedule of exhibit and show opening. Selected artists will be required to pay an exhibit fee of \$50 which includes 250 postcards and the supplies to hang the artwork.

If you are interested in applying for a solo exhibit, please submit the Albany Community Center Foyer Art Gallery application along with the required supporting documents and a \$20.00 non-refundable application fee. Make checks payable to: City of Albany. Send your completed application with payment to the attention of the Albany Arts Committee at the Albany Community Center, 1249 Marin Avenue, Albany, CA 94706. For more information, you may contact Eva Phalen at (510) 524-9283 or ephalen@albanyca.org. Deadline for completed application is August 20, 2019.

Thank you for your interest in the Albany Community Center Foyer Art Gallery.

Sincerely,

The Albany Arts Committee





Albany Community Center Foyer Art Gallery

Exhibit Application

Date: _____

Name of Artist: _____

Address: _____ City: _____ State: _____ Zip _____

Home Phone: _____ Alternate Phone: _____

Email: _____ Website: _____

Proposed Title of Exhibit: _____

Number of works to be displayed: _____

Please submit along with your application:

- A cover letter with artist statement.
- A resume that includes education, background, past exhibits and any awards received.
- 5 printed images (maximum size 8.5"x 11") of the art work to be exhibited labeled from 1-5 with name and phone number on the back.
- A work list that clearly identifies each photograph with title of work, year, medium, size and price.
- A stamped, self-addressed envelope for return of the printed images. If self-addressed stamped envelope is not included with the application, the printed images will not be returned.
- A non-refundable application fee of \$20 (check made payable to City of Albany).

Please send your completed application and fee to:

Albany Community Center
Attn: Albany Arts Committee
1249 Marin Avenue
Albany, Ca 94706

For more information, please contact Eva Phalen at ephalen@albanyca.org or (510) 524-9283.

