

AGREEMENT FOR LITERARY ARTS SERVICES – POET LAUREATE

THIS AGREEMENT, MADE AS OF THIS ____ day of _____ by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Uxmar Torres (hereinafter called the "Artist"), for literary arts services as Joliet's Poet Laureate (Agreement). All capitalized terms have the same meanings throughout the main body of this Agreement and its Exhibits.

NOW, THEREFORE, the City and the Artist in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 - SERVICES OF THE ARTIST

1.1 At the direction of the City, the Artist must provide all services as described in the Scope of Services attached to this Agreement as Exhibit A (Services), to the City.

SECTION 2 – DURATION OF AGREEMENT

2.1 This Agreement will be effective on the date it is executed by the last party to sign the Agreement and approved by the City's Corporation Counsel. Unless otherwise terminated, it will be effective until completion of the Scope of Services, or June 30, 2026, whichever is earlier (Term).

2.2 Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. Unless otherwise specified herein, time is of the essence for each and every provision of this Agreement. Artist must immediately notify the City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Agreement as provided herein if City, in its sole discretion, determines the delay is material.

2.3 The City may, at its sole options and for its convenience, terminate all or any portion of this Agreement by giving written notice of such termination to the Artist. Such notice must be delivered by certified mail with return receipt for delivery to the City, and the termination will be effective upon receipt of the notice by the Artist. Artist will be entitled to fair and reasonable compensation for all services completed in compliance with this Agreement prior to the notice of termination. In the event that the City terminates this Agreement pursuant to this Section, the City will have no right to use the Artist's work-product of Services, to complete and display the artwork absent the written consent of the Artist.

2.4 If the Artist fails to satisfactorily perform any obligation required by this Agreement, the Artist's failure constitutes a default. A default includes, but is not limited to, the Artist's failure to adhere to the Schedule of Works given in Exhibit "A" attached hereto. If the Artist fails to satisfactorily cure a default within ten calendar days of receiving written notice from the City specifying the nature of the default, the City may immediately terminate this Agreement, and terminate each and every right of the Artist, and any person claiming any rights by or through the Artist under this Agreement. The rights and remedies of the City enumerated in this section are cumulative and do not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Artist.

SECTION 3 – COMPENSATION

3.1 The City will pay the Artist according to the Fee Schedule in Exhibit "B" attached hereto. As stated in the Request for Qualifications, all compensation to the artist is subject to the City's continued receipt of

funding from the Illinois Arts Council General Operating Support Grant Fund or a comparable funding source and is not guaranteed throughout the Term. For the Term of this Agreement, the Artist will not be entitled to fees, including fees for expenses, that exceed the amounts specified in this Agreement.

3.2 The Artist agrees that the services rendered under this Agreement will be performed in accordance with any standards, if such standards exist, customarily adhered to by an experienced and competent professional Artist using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service. Where approval by the City Council, Mayor, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Artist of responsibility for complying with all applicable laws, codes, and good consulting practices.

3.3 The Artist must maintain books, records, logs, documents, and other evidence sufficient to record all actions taken with respect to the rendering of the Scope Services, throughout the performance of the Services and for a period of 5 years following completion of the Services. The Artist further agrees to allow the City to reasonably inspect, copy, and audit such books, records, documents, and other evidence.

SECTION 4 - NONDISCRIMINATION

4.1 In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or be subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the agreement by the City.

SECTION 5 - MODIFICATION OR AMENDMENT

5.1 This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. The Consultant agree that no representations or warranties shall be binding upon the City unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

SECTION 6 - APPLICABLE LAW

6.1 This Agreement shall be deemed to have been made in, and shall be construed in, accordance with the laws of State of Illinois.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

*CITY OF JOLIET,
an Illinois Municipal Corporation,*

Print name of Artist

By: _____

*Beth Beatty
City Manager*

By: _____

Attest: _____

*Christa M. Desiderio
City Clerk*

Approved as to form:

*Chris Regis
Interim Corporation Counsel*

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

CITY OF JOLIET,
an Illinois Municipal Corporation,

Print name of Artist

By: _____
Beth Beatty
City Manager

Uxmar Torres
By: _____
Uxmar Torres

Attest: _____
Christa M. Desiderio
City Clerk

Approved as to form:

Chris Regis
Interim Corporation Counsel

EXHIBIT “A” – SCOPE OF SERVICES:

A.1 The Artist may proceed with work on the Scope of Services once the City Council has executed the Agreement for Literary Arts Services for the Poet Laureate position.

A.2 It is understood that the process of developing, reviewing and approving poetry and other literary arts services is an open and transparent process which may include public participation and scrutiny. The Artist acknowledges and agrees that the City may reasonably require documents and other materials relating to the development of the artwork to be made available to the public.

A.3 The Artist acknowledges and agrees that coordination with City staff and other persons designated by the City who may be involved with the Poet Laureateship is essential. The Artist agrees to cooperate with the City's designees in the completion of the Scope of Services under the Agreement. To facilitate this essential coordination, the Artist must be available with reasonable advance notice for meetings, as necessary. The City must provide the Artist, at no cost to the Artist, copies of existing reports, and other existing relevant data, if any, that the Artist needs to perform the Scope of Services under the Agreement.

A.4 As determined by City staff, in consultation with the Artist, the Artist must attend public meetings and events with the general public, attend coordination meetings with City staff, and attend presentations to approval authorities to communicate about the Poet Laureateship.

A.5 The Artist must secure any and all required licenses, permits, and similar legal authorizations at the Artist's expense as may be necessary for completion of the Scope of Services.

A.6 By the end of the first year (Year One) of the Agreement, the Artist must successfully complete the following tasks:

A.6.1 The Artist must create an original literary work for and about Joliet.

A.6.2 The Artist must give five (5) public readings and workshops that are free and open to the public.

A.6.3 The Artist must be present and read poems created especially for certain events as directed by City staff. Examples of potential events include ceremonial occasions, City Council or other public meetings, and the opening of cultural events or celebrations.

A.7 By the end of the second year (Year Two) of the Agreement, the Artist must successfully complete the following tasks:

A.7.1 The Artist must create two original literary works for and about Joliet.

A.7.2 The Artist must give ten (10) public readings and workshops that are free and open to the public.

A.7.3 The Artist must be present and read poems created especially for certain events as directed by City staff. Examples of potential events include ceremonial occasions, City Council or other public meetings, and the opening of cultural events or celebrations.

A.7.4 The Artist must serve on the selection panel for the following Poet Laureate public reading competition for the 2026-2028 term.

EXHIBIT “B” – COMPENSATION AND FEE SCHEDULE:

The following amounts will be paid to the Artist within 30 days of the City's receipt of an invoice from the Artist indicating that the Artist has completed or made significant progress toward completion of the tasks listed in the Scope of Services. **Payments #2, #3, and #4 are contingent upon the receipt of FY2025 Illinois Arts Council General Operating Support funds and are not guaranteed. If the City is not awarded this grant for the 2025 or 2026 grant years, no payment shall be made to the Artist.**

Payment #1 - \$1,500 – to be paid to the artist by August 31, 2024.

Payment #2 - \$1,500 – to be paid to the Artist by June 30, 2025.

Payment #3 - \$1,500 – to be paid to the Artist by December 31, 2025.

Payment #4 - \$1,500 – to be paid to the Artist by June 30, 2026.