



City of Stockton
Community Services Department
605 N El Dorado Street
Stockton, CA 95202

CONTRACTOR / CONSULTANT / VENDOR PURCHASE ORDER FOR SERVICES

Contractor Name (**JazMarie LaTour**):

Scope of Services (**Exhibit A**):

Maximum Dollar Amount for Services:

\$ 7,000 for the length of contract term commencing on October 01, 2023, or when attested. Terminates on: September 30, 2025, with one mutual option (1) for two additional years at City's invitation 90 days prior to expiration of the first year. Term shall not exceed (2) years.

Insurance is required in connection with any Purchase Order or Contract that: 1) involve service(s) performed on city property or in city rights-of-way; 2) is a professional services contract; or 3) whenever there is an inherent risk of personal injury in the activity involved.

- Option 1: Your service has been identified as a low-risk service; therefore, the City of Stockton has included your services under their insurance. (Under Option 1, Exhibit B is not applicable).
- Option 2: Your service has been identified as one that requires insurance; therefore, the City of Stockton requires you to provide insurance. By signing this document, you agree to obtain and maintain insurance in the form and amounts determined by the City's Risk Manager (attached as Exhibit B). All Contractors must submit proof of general liability and property damage insurance. Automobile insurance is required if the Contractor's employees will be driving their own vehicles while in service to the City of Stockton. Workers' compensation insurance is required if Contractor owns a business with employees. All insurance certificates must have additional insured endorsements. You will not receive payment from the City until we receive this signed form and until we receive the necessary insurance certificates and endorsement.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

The terms and conditions of this Agreement/PO shall control over any conflicting terms in any referenced agreement or document or any subsequently proffered document.

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The Parties agree that this agreement may be signed with a digital signature, which has the same force and effect as a handwritten signature.

EXHIBIT A
SCOPE OF SERVICES

1. Performance / Instruction - Scope of Work

2. Purpose

Under the guidance and direction of the Director of Community Services or his designee, the Poet Laureate is responsible for commemorating specific civic events through composing and reading poetry and increasing the public's awareness of the benefits and importance of poetry and the literary arts. The Poet Laureate will work with Community Services staff to provide planning, program development, and subject matter expertise to formalize and document the Poet Laureate Program based on personal and professional experience from October 1, 2023, through September 30, 2025.

3. Term

Contractor shall serve one (2) year term October 1, 2023, or when attested, through September 30, 2025; with one mutual option (1) for two additional years at City's invitation 90 days prior to expiration of the first year. Term shall not exceed two (2) years.

4. Stipend

The Contractor shall receive an annual stipend of \$3,500 paid quarterly (\$875 per quarter) upon receipt of artist invoice on the first day of each quarter. Stipend is inclusive of all costs associated with the work of the Poet Laureate (advertising, supplies, materials, travel, per diem, meals, insurance, and travel expenses).

- Q-2 (October 2023 – December 2023)
- Q-3 (January 2024 – March 2024)
- Q-4 (April 2024 – June 2024)
- Q-1 (July 2024 - September 2024)
- Q-2 (October 2024 – December 2024)
- Q-3 (January 2025 – March 2025)
- Q-4 (April – 2025 – June 2025)
- Q-1 (July 2025 – September 2025)

5. Category of Performance/Instruction

- PUPPETEER
- JUGGLER
- STORYTELLER
- ENTERTAINER WITH PROPS
- MUSICIAN
- EXERCISE/FITNESS
- CRAFTS
- HANDLER: INSECT, REPTILES, ANIMAL

OTHER: POET LAUREATE

6. Criteria of Acceptance for Deliverables:

Contractor shall provide an annual schedule / report to the Department on all Poet Laureate related topics and external / internal communications efforts.

Contractor shall provide quarterly reports to the Community Services Department to enhance communication with special events and staff.

Contractor shall meet (as needed) with Community Services to enhance communications with special events and staff.

7. Performance / Instruction Details

A performance or instruction may be canceled by the Community Services Department or Contractor without cause.

7.1 Contractor Responsibilities

A scheduled performance or instruction will be established by mutual agreement. Contractor will provide all tools, supplies, and materials at their own cost and expense.

Serve as a public advocate for the appreciation and advancement of poetry and the literary arts with the understanding that a Poet Laureate speaks as a representative of the City when the message is approved in advance by the Director of Community Services; and shall clearly differentiate professional role from personal opinions when speaking from a personal perspective.

Represent the City at a minimum of ten events as assigned by the Director of Community Services or their designee. Special consideration of large culturally relevant opportunities or other occasions where the community comes together to commemorate significant milestones may be substituted as mutually agreed upon. Special consideration of large cultural relevant opportunities or other occasions where the community comes together to commemorate significant milestones may be substituted as mutually agreed upon between the Director of Community Services and Poet Laureate.

○ Potential Targeted Public Events:

- Literary events
- Celebration of Life of MLK (Martin Luther King Jr.)
- Grand Opening of Community Services Facilities
- Black History Month
- Pride Parade/ Celebration
- Mexican Heritage Center Special Event
- Stockton Arts Week
- Family Day in the Park
- Earth Day
- Music in the Park

Place and emphasize in bringing poetry and the literary arts to the youth of the community by working with the Director of Community Services and Arts Commission to identify specific collaborative opportunities with local schools, libraries, and literary organizations.

At the direction of the Director of Community Services, identify potential poets who could be invited by the Community Services Department to perform at cultural performances sponsored by the Arts Commission.

The Poet Laureate will assist Community Services staff to establish a written program for the Poet Laureate position, a historical summary, and prepare a planning process for the establishment of a succession plan for the future of the Poet Laureate position.

The Poet Laureate will assist Community Services staff with revising specification, and public

outreach for the Poet Laureate program. Poet Laureate will also assist community Services staff to establish a social media policy, approve the Poet Laureate performance schedule, and quarterly report.

The Poet Laureate will report a quarterly activities summary, annual schedule and meet on a monthly basis with Community Services to enhance communication with special events and staff.

8. Key Personnel

- 8.1** ● Individual: Contractor is an individual, not a business or sole proprietor.
- 8.2** Sole Proprietor: Contractor owns the business but does not have employees
- 8.3** Partnership: Contractor owns the business with at least one other member, but they do not have employees. Contractor agrees to be sole payee.
- 8.4** Business: Contractor owns the business and has employees.
- 8.5** Partnerships and Businesses Only: List names of all partners/employees working under this contract.

Kris Farro – Director of Community Services

Exhibit B:
Insurance Requirements
(Performers & Instructors)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:


City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main St, 3rd Floor – HR
Stockton, CA 95202

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement by duly authorized representatives.

CONTRACTOR (Business name):


Jazmarie LaTour

Date: 10/28/2023


By: 

CITY:

CITY OF STOCKTON, a municipal corporation

By:  Date: 1/10/24
HARRY BLACK
CITY MANAGER

ATTEST
:


for ELIZAR. GARZA,
CMC CITY CLERK
CITY OF STOCKTON



Date: 1/11/2024

APPROVED AS TO
FORM:

LORI M.
ASUNCION CITY
ATTORNEY

Date: _____