

SPEAKER AGREEMENT

This Speaker Agreement ("Agreement") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the "City"), and the Speaker identified in the Basic Provisions below ("Speaker"). This Agreement includes the Basic Provisions and the General Provisions (Attachment A).

BASIC PROVISIONS				
Speaker	Jenna Rothmund, Calibre Press			
	PO Box 3476			
	Glen Ellyn, IL 60138-3476			
	jenna@calibrepress.com	630-800-6311		
City Project Manager	Brett Yeadon			
	City of Everett – Police Department			
	2930 Wetmore Ave			
	Everett, WA 98201			
	byeadon@everettwa.gov			
Compensation Amount	0.00			

BASIC PROVISIONS: ENGAGEMENT INFORMATION			
LOCATION	DATE	TIME	
Weyerhaueser Room 3201 Smith Ave, Everett, WA 98201	5/20/24 – 5/21/24	0800-1700	
Enter location Enter additional location info, if necessary	Enter date	Enter time	

Calibre Press will be providing a two-day training event titled "Finding the Leader in You". Using current events and recent incidents, this course will offer tools to embrace values that include trust, empowerment and recognition of the individual as the most valuable resource they have.

- 1. Calibre Press is happy to offer three (3) complimentary 2-Day registrations to be used for the Everett Police Department in exchange for the following:
- Prior to seminar Everett Police Department agrees to provide the contact information of an on-site liaison, that will be available for the duration of the 2 days to work directly with Calibre Press to coordinate the necessary requirements to prepare for the seminar.

Day 1: Liaison agrees to arrive to class location at 7:00am to allow instructor access to set up and conduct sound/equipment check. Also, check off names on roster as officers arrive.

- Day 2: Liaison agrees to the distribution and collection of evaluations and distribution of certificates at close of seminar.
- 2. The Everett Police Department agrees to provide, a classroom facility that will comfortably seat a minimum of 80 attendees and includes:
- 10 x 12 Projection Screen
- LCD Projector that will integrate with instructor's laptop and software
- House Sound and wireless lavalier microphone
- 3. The Everett Police Department agrees to promote and market the course. Calibre Press will provide necessary marketing material.
- 4. Upon completion of course, Everett Police Department agrees to scan/email, fax or mail the completed evaluations and roster to Barbara Ware, barbara@calibrepress.com, Calibre Press, P.O. Box 3476, Glen Ellyn, IL 60138.

Brief Description of Engagement

IN WITNESS WHEREOF, the City and Speaker have executed this Agreement.

CITY OF EVERETT WASHINGTON

JENNA ROTHMUND, CALIBRE PRESS

Ву:	Signatur
Cassie Franklin, Mayor	

Signature: /_____

01/24/2024

Date

ATTEST

Office of the City Clerk

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
EVERETT JULY 28, 2023

ATTACHMENT A

GENERAL PROVISIONS TO SPEAKER AGREEMENT

- 1. **Engagement of Speaker**. The City agrees to hire, and Speaker agrees to appear and speak in a competent and professional manner, at the time, date, and location and on the topic described in above Basic Provisions ("**Engagement**"). The engagement table in the Basic Provisions may be amended by Speaker and the City Project Manager or designee by mutual agreement in writing.
- 2. **Work for Hire**. The speech or presentation created by Speaker shall not be a work for hire. This means that the City does not claim any copyright or ownership interest in the speech or presentation given by Speaker.
- 3. **Publicity**. The City and Speaker agree that appropriate publicity is important to the success of the presentation, and that both will cooperate and work together toward this end. If the City takes pictures or videotape, or records the speech or presentation in any medium, Speaker agrees the City may use them later to publicize the City, may allow others (including library patrons) to view or listen to the recorded material, and may broadcast or made available from time-to-time over local cable government access channels or the internet, including without limitation social media and the City's website.
- 4. **Speaker's Representations and Warranties**. Speaker expressly represents and warrants that: (A) Speaker is capable and experienced in performing The Engagement in a professional manner; (B) Speaker's speech, comments and answers shall be appropriate to, and suitable for, the audience that Speaker and City reasonably expect to attend; (C) Any references or use by Speaker of copyrighted material is either duly authorized and licensed, or constitutes fair use of the copyrighted material.
- 5. **Compensation**. The City shall pay Speaker for completed Engagement. Such payment shall be full compensation including, but not limited to all labor, materials, supplies and incidentals necessary to complete the Engagement. Speaker shall be paid the Compensation Amount stated in the Basic Provisions.
- 6. **Termination**. Either party may terminate this Agreement with seven days written notice. No payment shall be made for a cancelled Engagement.
- 7. **Subletting / Assignment of Contract**. This is a contract for personal services. Speaker shall not sublet or assign any of the Engagement without the express, prior written consent of the City.
- 8. **Indemnification**: Speaker hereby agrees to defend and indemnify the City from any and all claims arising out of, in conjunction with, or incident to any acts, errors, omissions, or conduct by Speaker.
- 9. **Independent Contractor**. This Agreement shall not constitute or create an employer-employee relationship, and Speaker shall bear all responsibilities as an independent contractor. Speaker shall comply with all Federal, State, and Local laws.

10. Miscellaneous.

- A. Any waiver or breach of any provision will not be construed as waiver of a subsequent breach or preventing enforcement of other provisions.
- B. Speaker agrees that Speaker does not discriminate against others on the basis of race, color, religion, age, sex, disability, marital state, or national origin.
 - C. Venue for any lawsuit arising from this Agreement shall be Snohomish County.
- D. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

2024 Jenna Rothmund Speaker Agreement_01-23-24_SD

Final Audit Report 2024-01-24

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