

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: ENGAGEME	NT INFORMATION	
LOCATION	DATE	TIME
Weyerhaueser Room 3201 Smith Ave, Everett, WA 98201	8/12/24 – 8/13/24	0800-1700
Enter location Enter additional location info, if necessary	Enter date	Enter time

Brief Description of Engagement	 Calibre Press will be providing a two-day training event titled Street Survival Seminar. This training addresses law enforcement as the multi-faceted profession it has become. Rather than limiting our focus to just surviving deadly threats, we also discuss the need to prepare officers for making sound, legal and reasonable decisions under stress in order to preserve the lives of citizens as well as their own. The foundation of this program is understanding and training realistically for stress events. From driving too fast and using unwarranted amounts of force to ineffective communication and the inability to decompress off-duty, the seminar emphasizes the need to understand and manage stress as the key to professional and personal success. 1. Calibre Press is happy to offer five (5) complimentary 2-Day registrations 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 7:000 m 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. The Everett Police Department agrees to provide, a classroom facility that will comfortably seat a minimum of 80 attendees and includes: 10 x 12 Projector that will integrate with instructor's laptop and software House Sound and wireless lavalier microphone 3. The Everett Police Department agrees to provide and market the course. Calibre Press will provide necessary marketing material. 4. Upon completion of course, Everett Police Department agrees to provide and market the course. Calibr

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

CITY OF EVERETT WASHINGTON

JENNA ROTHMUND, CALIBRE PRESS

Signature:

By:

Cassie Franklin, Mayor

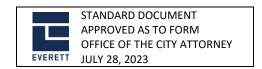
02/07/2024

Date

ATTEST

Mail

Office of the City Clerk



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 employeremployee 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_02-1-2024_SD

Final Audit Report

2024-02-07

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